

Acquiring your wood

Leasing a wood



WOODLAND
TRUST

LEASING A WOOD

If your community group is small, strapped for cash, or only interested in tending a wood for a limited timespan, renting may be a better option than buying outright. And even if your involvement in the site is likely to be modest and informal – even if no cash payments are involved – it can help to agree a formal lease.

Here's a brief overview of what's involved, created with the support of the Community Land Advisory Service (CLAS).

Why agree a lease?

Verbal agreements are all very well, but what if the landowner (or your group's membership) changes further down the line? A lease is a contract agreed and signed by landowner and tenant to protect the rights and set out the obligations of both. It must specify both parties' names, the beginning and length of the term, a description of the site, and any agreed costs or rents. Usually a landowner will want to specify how the land can be used, too. Additional details might cover payment of rates, access arrangements, insurance liabilities and more.

For your part, your community woodland group should make sure the lease is long enough to make your plans for the site a reality, and doesn't place too many restrictions on what you can do there.

Who can sign?

To enter into any contract, including a lease, your group ideally needs its own 'legal identity' – which means taking on some form of incorporation, with an approval process and authorised signatories who can put their name to the documents. Check out the chapter 'Some governance options,' elsewhere on this site, for a breakdown of your choices.

What kind of lease?

A few, quite general types of lease cover the letting of land, and by and large landlord and tenant are entitled to agree and include whatever terms they wish. But be aware that if a lease ignores a particular topic, it doesn't mean that landowner or tenant (or both) isn't burdened with some obligations by law.

It's usual first to negotiate (and write down) your lease requirements, also known as the 'heads of terms,' in discussion with your friends in the community group and your landowner – these can then form the basis for a formal agreement later. It's important to mark these preliminary documents 'subject to contract and without prejudice,' so they are not legally binding.

Templates for heads of terms and standard leases are available online (for example from the Community Land Advisory Service at www.communitylandadvice.org.uk); here are some of the details you might typically want to include:

- * Date of lease.
- * Landowner's and tenant's name and address.
- * Site address and size, with plan.
- * Start and end date.
- * Rent amount, frequency and payment date.
- * Access and parking arrangements.
- * Permitted uses of the site.
- * Insurances, and who is responsible for them.
- * Maintenance responsibilities.
- * Erection of buildings.
- * Responsibility for legal costs.
- * Break clause.

The above isn't a comprehensive list: you can add or remove elements to suit the wood and your circumstances. But once you've agreed terms in outline, be sure to instruct a solicitor – especially if you're entering a financial arrangement spanning years or decades. They will advise you on the terms of the lease you're signing and any relevant laws that come with that, as well as checking the status of the landowner.

What about dealing with landowners?

Whether your community group is aiming to lease a wood or simply help manage one, and whether your chosen site is in private or public hands, you'll find yourselves in dialogue with a landlord. Perhaps the wood's owner has touted for a tenant or partner, or perhaps you're contacting them 'cold' to offer your involvement – either way, a thought-through approach and good negotiating skills will help you get results.

Some landowners, especially local councils, might have particular policies or strategic goals for their land that your community group is in good shape to meet: enhanced public access, social inclusion or biodiversity value, perhaps. Find out what drives them and tailor your approach to suit. On the other hand, many private landowners won't be used to working with voluntary groups, and arguing the benefits of community involvement may not be enough to convince them. Set out to understand their motivations and concerns, and address them when you meet. Here are a few attributes that might help to sway them...

1. A professional approach: Are you the kind of people who'll comply with contractual agreements and legal obligations, pay your rent on time, and leave as agreed at the end of the tenancy? Look to demonstrate that you've a sound cashflow plan, and offer a standing order or direct debit mandate for the rent. Supply references the landlord can rely on.

2. Commitment and realism: Prepare a realistic business plan, and be ready to explain in detail how you intend to enact it. The last thing landowners want is a community partner or tenant which is short on numbers, funds and resources, or which seems disorganised and folds at the first setback. Show a can-do attitude and reassure them your group will be resourceful and persistent when challenges arise.

3. Care for their wood. Landowners want their investment protected, so they'll need to feel confident you are a capable unit which will take care of the site, maintain it properly, keep it tidy and safeguard its scenic value. Assure them that you'll be responsible about potential noise and traffic issues, too – if you anticipate problems like that, it might pay to approach the wood's neighbours personally, even to ask them for letters of support.

4. A friendly face. Nominate a member of your group as a key contact point, someone who's personable and able to communicate with the landlord in the way they prefer, whether by phone, letter, email or face to face. For many landowners, establishing a strong relationship and a shared ethos with their tenant can be key.

5. External backers. Does your project have the blessing of respected environmental agencies, conservation charities or wider community groups? If yes, bring evidence of their support to add weight to your case. What about funding? If existing finance is in place, or you've commitments in principle from donors or grant-making bodies, use them to illustrate the seriousness of your plans. Conversely, it's possible the wood in question is already subject to a grant scheme organised by the landowner: if so, be primed to show them you're ready to meet any conditions on its management and use.

6. Willingness to compromise. The aim of any successful negotiation should be to achieve a win-win agreement – an amicable outcome where both you and your landlord are happy with how things have been resolved. That often requires compromises on both sides, however. The Community Land Advisory Service (www.communitylandadvice.org.uk) offers tips on negotiating with landlords.

If things become heated, end the process by reaffirming your desire to move forward positively and build a mutually beneficial relationship for the long term. Summarise what's been agreed in writing, and sign that document at a final meeting. Your solicitor can now step in and formalise things.