

NWDG TREE CORING KIT - HIRE AGREEMENT V3

TERMS & CONDITIONS OF NWDG CORING KIT HIRE

WHO MAY HIRE

Only fully paid-up NWDG members who have attended an NWDG coring workshop may hire this kit.

MAKING BOOKINGS

The kit hire bookings are managed by Colin Edwards (CE) and the kit will normally be held at Forest Research near Edinburgh between hires. Enquiries regarding availability and making a booking should be made, well in advance, by email to colin.edwards@forestry.gsi.gov.uk or on direct dial 0131 445 6941. After you have confirmed availability with CE for your proposed dates, you should complete the hire agreement booking form at the end of this document and post it to Colin Edwards, Forest Research, Northern Research Station, Roslin, Midlothian EH25 9SY. If you are collecting the kit from Colin in person, then please complete the form in his presence. The form requires your signature, hence the requirement to post it or hand it in.

HIRE FEE (2010-11)

NB the 14d hire period includes collection day and return day. The kit must be collected and returned within the hire period, from and to the locations agreed with Colin Edwards.

£75 per 14 days (for paid work, whether in employment or self-employment)

£50 per 14 days (for unpaid work, eg voluntary work, student projects)

The minimum hire period is 14 days. While we will not normally encourage one individual to hire for more than one 14 day period consecutively, we may permit 2 consecutive hire periods subject to availability. A full second fee would be charged for the 2nd consecutive period, or part period thereof.

CE will inform the NWDG treasurer of each hire booking, and the treasurer will invoice the hirer. For institutional payment arrangements, please see the hire form. Any hires arranged through institutional purchase order systems will be charged at the paid work rate.

LATE RETURN WILL INCUR ADDITIONAL HIRE FEES

The minimum overdue fee will be an additional 14d fee (as above), even if return is late by less than this period. An additional overdue fee will be charged for each further 14d period, or part thereof, by which the kit is returned late. This overdue charging will continue indefinitely until kit returned.

KIT IS LOANED ENTIRELY AT THE HIRER'S OWN RISK

Hirer is responsible for own health & safety arrangements, including any Risk Assessments and COSHH arrangements and for their own project and sampling design. Hirer is entirely responsible for any damage to trees, property, land or person in the course of the hire. The NWDG does not accept responsibility for the use of the kit by the hirer, or for any aspect of health and safety, or for any damage incurred, and does not hold any insurance to cover use of the kit. It is the responsibility of hirer to arrange any insurances required.

LANDOWNER'S CONSENT – HIRER'S RESPONSIBILITY

In signing the hire form, the hirer confirms that the sampling work to be undertaken with the kit is being done with the landowner's consent. Furthermore, the hirer confirms that the landowner consents to the onward public use of the cores and related data, including their use in research, publications and lodgement in publicly accessible archives including internet data archives. These may include identification of the location and age of the trees sampled. Any cores taken with the NWDG kit become the property of NWDG and will enter its core repository (currently to be held at Forest Research, Northern Research Station).

OWNERSHIP OF AND ACCESS TO CORES AND DATA

The purpose of this clause is to prevent unnecessary repeat sampling of trees, and to allow public use of cores and data obtained by the use of the NWDG (subsidised) kit. All cores taken with the NWDG kit are the property of NWDG and will, after their preparation and analysis by or on behalf of the hirer, be lodged by the hirer in the NWDG core repository (currently to be held at NRS), with a copy of their sample record forms (in NWDG format) and of any further analytical results. The hirer, the NWDG (members would request access via the NWDG committee) and Forest Research (for as long as NRS supports the scheme and hosts the NWDG repository) all

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have rights to use the cores and the related data. Requests by other 'external' researchers to access the NWDG cores and data will be determined by the NWDG committee, based on application in writing. Anyone (other than the hirer) wanting to access the NWDG repository cores and data must apply in writing to the NWDG committee (marked FAO Coralie Mills), making clear which samples they wish to access, their project, purpose and methods. The NWDG committee will normally consult with NWDG coring tutors (CE and CM) in making a decision. The NWDG will make it a condition that samples borrowed from the repository are returned in good condition and by a certain date. If the hirer so wishes, they may request to ring fence access to the resultant cores and the data in the repository for up to 2 years from the date of NWDG kit hire, to allow time for analysis or publication. During this period the cores and data will not normally be made available to others. However, this may not inhibit Freedom of Information requests or other statutory access issues, which would be addressed through the chair of the NWDG committee. The NWDG reserves the right to release cores and data, regardless of ring fencing being elected, if circumstances dictate. The NWDG committee has final decision about access to cores and data, regarding submission of data to which archives, and on where the repository is to be housed. The NWDG remains the owner of all cores and data produced by use of the NWDG coring kit.

KIT COLLECTION/RETURN /CONTENTS CHECKLIST

Kit normally to be collected and returned in person to Colin Edwards at FR (NRS), Roslin, or through an alternative arrangement made in writing with CE. The hirer must ensure they confirm the check list of contents at start of hire; this will be used as a checklist on return of kit. Hirer will need to supply some consumable elements themselves.

CARE OF KIT / STUCK OR BROKEN CORERS / CHARGE FOR LOST ITEMS

Hirer must use corers responsibly and take care of their condition, by using them as per training and by cleaning them after use and before return. The hirer must check contents of kit and return a complete kit. Any entirely missing (ie lost or stolen) items will be charged for at the full replacement cost. Some reasonable wear and tear of the kit is expected, and the hire fee fund will be used to fund repairs and replacement of worn items over time. However, damage through negligent use and outright losses will be charged for at replacement cost.

IF A CORER GETS STUCK OR SNAPS OFF IN TREE

Proper use should minimise this eventuality & the workshop covers a stuck corer extraction method (Spanish Windlass rope method). However, if this situation occurs, it is responsibility of hirer to rectify and to extract the corer, or if that proves impossible, to saw it off flush with the tree. Any broken or sawn off elements of the corer must not be discarded but must be returned with kit to NRS, as they may be required as evidence to seek replacements from manufacturer, if instrument was faulty. Given the level of hire fee, we are NOT asking individual hirers to pay for replacement of stuck or accidentally broken corers. Hirer should take photographs of the broken/stuck corer as proof -including close-ups of damaged parts in situ - and should bring back any broken elements. However, should hirer lose an entire corer altogether that is different and will have to pay for replacement. It would be possible to bring back the handle and usually the spoon of a broken corer.

NEGLIGENT USE / WITHDRAWAL OF RIGHT TO HIRE

NWDG committee reserves the right to decline any future requests for hire, based on any perceived negligence, and without further explanation. Similarly, any difficulty in obtaining payment from the hirer may result in withdrawal of right to hire. If this situation arises, the NWDG committee will inform the person in writing.

GETTING THE SAMPLES AND DATA INTO THE NWDG REPOSITORY

The Hirer should prepare the samples according to the NWDG workshop training, to get reliable age estimates, and prior to submitting to NWDG repository. Ideally, hirer brings cores to NRS when they return the kit and process cores there. By advance arrangement with CE (including agreeing to NRS H&S requirements), they will be granted access to bench space at FR, where they will be given sufficient materials for preparing 20 samples (per hirer), and where they may undertake drying, mounting, sanding and preparing samples for ring counting. Through CE, access can be arranged to a microscope for ring counting. Larger projects with > 20 samples will require the hirer to purchase additional mounts, glue and sand paper. When your work is complete, the sample record and any ring count data should be copied to CE to be held in the NWDG repository along with the cores; there is space on the NWDG sample record form for this. Ancillary results and reports may also be lodged.

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NWDG CORING KIT: HIRE AGREEMENT FORM

(Completed form to be posted/handed to CE, see Page 1 above, after arranging hire dates with CE)

Hirer surname [] Hirer first name []

Hirer title []

Hirer address Line 1[]

Line 2[]

Line 3[]

Line 4[]

Postcode []

Daytime tel [] Mobile tel []

Hirer email address []

Agreed hire period (charged per 14d) FROM [__ / __ / __] TO [__ / __ / __]

At rate of £50 per 14d or part thereof - for unpaid work []

At rate of £75 per 14d or part thereof - for paid work [] (Tick as appropriate)

Hirer will be invoiced by the NWDG treasurer. Do not submit payment with booking form. See Note 1

If the hire is to be covered by an institutional purchase order **see Note 2**, and tick this box []

And name the institution here []

NB Fees to be paid through an institutional Purchase Order will be charged at the 'paid work' rate.

This entails extra work for NWDG. The Hirer must arrange the purchase order, see Note 2.

Intended sample area name/location []

Objective of project []

If the hirer wishes to ring-fence access to resultant cores and data for 2 years from start of hire period (see details in above terms and conditions) tick this box []

In signing this form the hirer confirms acceptance of the above terms & conditions, including confirming landowner consent.

Hirer Signature [] Date []

SECTION FOR COLIN EDWARDS TO COMPLETE, THEN CE COPY FORM TO PQ TO RAISE INVOICE

Total hire fee agreed by CE (excluding any late/loss/damage penalties etc) [£]

Approval of hire by Colin Edwards: Signature [] Date []

CE note to treasurer: []

NOTE 1 - PAYMENT: Normally the hirer will be invoiced directly by the NWDG treasurer based on this form. CE will inform NWDG treasurer of agreed hire fee, and any subsequent variations due to late return/damage/loss etc. **Note 2 - For institutional payments:** If an institution (paying on behalf of the hirer) requires to issue a purchase order before they can be invoiced, the hirer must arrange issue of purchase order for the pre-agreed hire fee, at the paid work rate, made out to the NWDG and sent to the Treasurer, Mr P Quelch, 6 Glengilp, Ardrishaig, Lochgilphead, Argyll, PA30 8HT (email: peter.quelch@btinternet.com). Failure to do so will result in a direct invoice to the hirer. Any subsequent fee variations due to late return, damage, losses etc will normally be invoiced directly to the individual, not the institution.
