



March 10th, 2017

**Notice Of Meeting**

You are invited to attend the Enterprise, Regeneration and Tourism Committee meeting to be held on **Monday, 13th March 2017** at **5:00 pm** in the **Boardroom District Council Offices Monaghan Row Newry.**

**Chair:** Cllr R Burgess

**Vice:** Cllr D Curran

**Members:** Cllr T Andrews

Cllr N Bailie

Cllr A McMurray

Cllr W Clarke

Cllr C Casey

Cllr G Hanna

Cllr H Harvey

Cllr T Hearty

Cllr D McAteer

Cllr B Quinn

Cllr M Ruane

Cllr G Stokes

Cllr Tinnelly

# Agenda

- 1) **Apologies and Chairmans remarks.**
- 2) **Declarations of Interest.**
- 3) **Action Sheet - Enterprise Regeneration & Tourism Committee Meeting - Monday 13 February 2017. (Copy enclosed)**

☐ *Item 3 Action Sheet - ERT February 2017.pdf*

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## *Enterprise, Employment and Regeneration Items*

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### **4) Report re: Service Level Agreements - renewal of existing / those proposed for 2017/18. (Copy enclosed)**

- (a) NIBSUP - Interim Programme Delivery. (SLA x 3 in place)
- (b) NMEA - Social Enterprise Programme. (SLA in place Nov 16)
- (c) ENI - Exploring Enterprise 3 (Letter of Offer Dec 15)
- (d) Youth Action - Get Set for Work (Letter of Officer Dec 15)
- (e) East Border Region Committee
- (f) University of Ulster - Sectorial Analysis
- (g) Mourne Heritage Trust
- (h) Outdoor Recreation
- (i) Royal National Lifeboat Institute - Tyrella, Murlough, Cranfield.
- (j) National Trust
- (k) St Patrick's Visitor Centre
- (l) Down Railway

☐ *Item 4 Rpt re Service Level Agreements.pdf*

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☐ *Item 4 (a) NIBSUP Interim Programme Manager\_Lisburn City.pdf*

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☐ *Item 4 (a) NIBSUP Interim Marketing\_Derry City & Strabane.pdf*

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☐ *Item 4 (a) NIBSUP Interim Delivery\_NMEA & DBC.pdf*

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Item 4 (b) Social Enterprise Programme.pdf	Page 57
Item 4 (c) Exploring Enterprise.pdf	Page 65
Item 4 (d) Youth Action - Get set for Work.pdf	Page 72
Item 4 (e) SLA East Border Region.pdf	Page 79
Item 4 (f) UofUEPC-NMDDC updated draft contract - 051216.pdf	Page 86
Item 4 (g) SLA Mourne Heritage Trust.pdf	Page 94
Item 4 (h) SLA ORNI.pdf	Page 107
Item 4 (i) SLA RNLI 2017 -2021.pdf	Page 112
Item 4 (j) SLA National Trust.pdf	Page 174
Item 4 (k) SLA St Patricks VC.pdf	Page 176
Item 4 (l) SLA Down Railway.pdf	Page 184

**5) Newcastle Purple Flag. (Copy enclosed)**

Item 5 Rpt re Newcastle Purple Flag.pdf	Page 192
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**6) Autism Initiatives NI. (Copy enclosed)**

Item 6 Rpt re Autism Initiatives NI.pdf	Page 193
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**7) Village Renewal. (Copy enclosed)**

Item 7 Rpt re Village renewal.pdf	Page 194
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**8) AONB Action Plan - Update. (Copy enclosed)**

Item 8 Rpt re AONB and MPA Man Plans Mar 2017.pdf	Page 195
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**9) Castlewella Forest Park Task & Finish Project Board. (Copy enclosed)**

Item 9 Rpt re Castlewella Task & Finish Project Board.pdf	Page 198
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**10) Castlewella Forest Park - Recreation Forum. (Copy enclosed)**

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**Tourism, Culture and Events Items**

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- 11) Lease Agreement - Rath Turret Site Warrenpoint. (Copy enclosed)**  
Item 11 Rpt re Rath Turret Site, Warrenpoint - cover sheet -Lease Agreement.pdf Page 216
- 12) UNESCO Global Geopark. (Copy enclosed)**  
Item 12 Rpt re UNESCO Global Geopark.pdf Page 218
- 13) Mountain Bike Events. (Copy enclosed)**  
Item 13 Rpt re Mountain Bike Events.pdf Page 220
- 14 (A) Camlough Lake. (Copy enclosed)**  
Item 14 Rpt re Camlough Lake.pdf Page 221
- 14 (B) Camlough Lake re: Art Feature Railings. (Copy enclosed)**  
Item 14 (B) Rpt re Camlough Lake Art Feature Raililng.pdf Page 222
- 14 (C) Tender re Production of Visitor Information Plans. (Copy enclosed)**  
Item 14 (C) Rpt re Visitor Information Plans.pdf Page 225
- 15) Sole Providers - Events, Arts and Culture. (Copy enclosed)**  
Item 15 Rpt re Sole providers -Facilitation Arts and Culture.pdf Page 227
- 16) Tender - Wake the Giant / City of Merchants. (Copy enclosed)**  
Item 16 Rpt re Tender for production services for Wake the Giant and City of Merchants events 2017.pdf Page 228

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**For Noting**

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- 17) ERT - Action Tracker Update. (Copy to follow)**



- 18) Update - Mourne Gullion & Lecale Rural Development Programme. (Copy enclosed)**  
📎 *Item 18 Rpt re Noting Mourne, Gullion and Lecale Rural Development Partnership update.pdf* *Page 231*
- 19) Warrenpoint Public Realm Scheme. (Copy enclosed)**  
📎 *Item 19 Rpt re Noting Warrenpoint Public Realm Scheme.pdf* *Page 233*
- 20) Warrenpoint Park. (Copy enclosed)**  
📎 *Item 20 Rpt re Warrenpoint Municipal Park HLF.pdf* *Page 235*
- 21) Events - listing event and proposed date (not budget). (Copy enclosed)**  
📎 *Item 21 Rpt re ERT Events schedule 2017-18 March 2017.pdf* *Page 239*

# Invitees

Cllr Terry Andrews	<a href="mailto:terry.andrews@nmandd.org">terry.andrews@nmandd.org</a>
Cllr Naomi Bailie	<a href="mailto:naomi.bailie@nmandd.org">naomi.bailie@nmandd.org</a>
Cllr Patrick Brown	<a href="mailto:patrick.brown@nmandd.org">patrick.brown@nmandd.org</a>
Cllr Robert Burgess	<a href="mailto:robert.burgess@nmandd.org">robert.burgess@nmandd.org</a>
Cllr Stephen Burns	<a href="mailto:stephen.burns@nmandd.org">stephen.burns@nmandd.org</a>
Cllr Pete Byrne	<a href="mailto:pete.byrne@nmandd.org">pete.byrne@nmandd.org</a>
Cllr Michael Carr	<a href="mailto:michael.carr@nmandd.org">michael.carr@nmandd.org</a>
Cllr charlie casey	<a href="mailto:charlie.casey@nmandd.org">charlie.casey@nmandd.org</a>
Cllr William Clarke	<a href="mailto:william.clarke@nmandd.org">william.clarke@nmandd.org</a>
Cllr Garth Craig	<a href="mailto:garth.craig@nmandd.org">garth.craig@nmandd.org</a>
Cllr Dermot Curran	<a href="mailto:dermot.curran@nmandd.org">dermot.curran@nmandd.org</a>
Cllr Laura Devlin	<a href="mailto:laura.devlin@nmandd.org">laura.devlin@nmandd.org</a>
Ms Louise Dillon	<a href="mailto:louise.dillon@nmandd.org">louise.dillon@nmandd.org</a>
Cllr Sean Doran	<a href="mailto:sean.doran@nmandd.org">sean.doran@nmandd.org</a>
Cllr Cadogan Enright	<a href="mailto:cadogan.enright@nmandd.org">cadogan.enright@nmandd.org</a>
Cllr Gillian Fitzpatrick	<a href="mailto:gillian.fitzpatrick@nmandd.org">gillian.fitzpatrick@nmandd.org</a>
Cllr Glyn Hanna	<a href="mailto:glyn.hanna@nmandd.org">glyn.hanna@nmandd.org</a>
Mr Liam Hannaway	<a href="mailto:liam.hannaway@nmandd.org">liam.hannaway@nmandd.org</a>
Cllr Valerie Harte	<a href="mailto:valerie.harte@nmandd.org">valerie.harte@nmandd.org</a>
Cllr Harry Harvey	<a href="mailto:harry.harvey@nmandd.org">harry.harvey@nmandd.org</a>
Cllr Terry Hearty	<a href="mailto:terry.hearty@nmandd.org">terry.hearty@nmandd.org</a>
Cllr David Hyland	<a href="mailto:david.hyland@nmandd.org">david.hyland@nmandd.org</a>
Cllr Liz Kimmins	<a href="mailto:liz.kimmins@nmandd.org">liz.kimmins@nmandd.org</a>
Cllr Mickey Larkin	<a href="mailto:micky.larkin@nmandd.org">micky.larkin@nmandd.org</a>
Cllr Kate Loughran	<a href="mailto:kate.loughran@nmandd.org">kate.loughran@nmandd.org</a>
Cllr Jill Macauley	<a href="mailto:jill.macauley@nmandd.org">jill.macauley@nmandd.org</a>
Cllr Kevin Mc Ateer	<a href="mailto:kevin.mcateer@nmandd.org">kevin.mcateer@nmandd.org</a>
Colette McAteer	<a href="mailto:colette.mcateer@nmandd.org">colette.mcateer@nmandd.org</a>
Cllr Declan McAteer	<a href="mailto:declan.mcateer@nmandd.org">declan.mcateer@nmandd.org</a>
Jonathan McGilly	<a href="mailto:jonathan.mcgilly@nmandd.org">jonathan.mcgilly@nmandd.org</a>
Ms Tracie McLoughlin	<a href="mailto:tracie.mcloughlin@nmandd.org">tracie.mcloughlin@nmandd.org</a>
Cllr Andrew McMurray	<a href="mailto:andrew.mcmurray@nmandd.org">andrew.mcmurray@nmandd.org</a>
Eileen McParland	<a href="mailto:eileen.mcparland@nmandd.org">eileen.mcparland@nmandd.org</a>
Cllr Roisin Mulgrew	<a href="mailto:roisin.mulgrew@nmandd.org">roisin.mulgrew@nmandd.org</a>
Cllr Mark Murnin	<a href="mailto:mark.murnin@nmandd.org">mark.murnin@nmandd.org</a>
Mrs Aisling Murray	<a href="mailto:aisling.murray@nmandd.org">aisling.murray@nmandd.org</a>
Cllr Barra O Muiri	<a href="mailto:barra.omuiri@nmandd.org">barra.omuiri@nmandd.org</a>
Cllr Pol O'Gribin	<a href="mailto:pol.ogribin@nmandd.org">pol.ogribin@nmandd.org</a>
Cllr Brian Quinn	<a href="mailto:brian.quinn@nmandd.org">brian.quinn@nmandd.org</a>
Cllr Henry Reilly	<a href="mailto:henry.reilly@nmandd.org">henry.reilly@nmandd.org</a>
Cllr Michael Ruane	<a href="mailto:michael.ruane@nmandd.org">michael.ruane@nmandd.org</a>

Cllr Gareth Sharvin	<a href="mailto:gareth.sharvin@nmandd.org">gareth.sharvin@nmandd.org</a>
Cllr Gary Stokes	<a href="mailto:gary.stokes@nmandd.org">gary.stokes@nmandd.org</a>
Sarah Taggart	<a href="mailto:sarah-louise.taggart@nmandd.org">sarah-louise.taggart@nmandd.org</a>
Cllr David Taylor	<a href="mailto:david.taylor@nmandd.org">david.taylor@nmandd.org</a>
Caroline Taylor	<a href="mailto:Caroline.Taylor@downdc.gov.uk">Caroline.Taylor@downdc.gov.uk</a>
Cllr Jarlath Tinnelly	<a href="mailto:jarlath.tinnelly@nmandd.org">jarlath.tinnelly@nmandd.org</a>
Cllr John Trainor	<a href="mailto:john.trainor@nmandd.org">john.trainor@nmandd.org</a>
Central Support Unit	<a href="mailto:central.support@nmandd.org">central.support@nmandd.org</a>
Cllr William Walker	<a href="mailto:william.walker@nmandd.org">william.walker@nmandd.org</a>
Mrs Marie Ward	<a href="mailto:marie.ward@downdc.gov.uk">marie.ward@downdc.gov.uk</a>

**ACTION SHEET – ENTERPRISE REGENERATION & TOURISM COMMITTEE MEETING****MONDAY 13 FEBRUARY 2017**

<b>Minute Ref</b>	<b>Subject</b>	<b>Decision</b>	<b>Lead Officer</b>	<b>Actions taken/ Progress to date</b>	<b>Remove from Action Sheet Y/N</b>
ERT/023/2017	Consultation- Reforming the Rating System	To approve the consultation response regarding Reforming the Rating System and submit same to the Department of Finance in advance of the closing date of Thursday 16 February 2017, subject to including suitable wording regarding the 3 <sup>rd</sup> paragraph in the response, Revitalising our High Streets, clarifying that the 100% rates exemption be applied within the first 3 years of conversion.	M Patterson	Actioned	
ERT/024/2017	Newry Job Fair	The Council contribute £2,500 towards the Department for Communities Job Fair to be held on Thursday 23 March 2017 in the Canal Court Hotel Newry.	M Patterson	Ongoing marketing campaign for event	
ERT/025/2017	Village Renewal	Subject to receipt of a letter of offer from MGL Rural Development Partnership, that the Council undertake the review of village plans and the development of new village plans as listed on the List of Village/Settlements.	J McGilly	Letter of offer received. Consultants appointed and project has commenced	

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
ERT/026/2017	DAERA – Knowledge Framework Consultation Response	To approve the consultation response regarding the DAERA Knowledge Framework and forward same to DAERA by deadline of 27 February 2017.	J McGilly	Completed	
ERT/027/2017	District Masterplans	Subject to extensive consultation, the Council adopt and implement the 4 No. Masterplans for the District with quarterly review and date provided to the ERT Committee and bi-annual reports provided to DEAs.	J McGilly	Ongoing. Report on progress will go to May ERT mtg	
ERT/028/2017	Horse Riding – Castlewellan Park	The Council to undertake the management of the identified interim horse riding trails in Castlewellan Forest Park in the short term, pending the outcome of the ORNI study into wider horse riding in the Mourne forests, taking into account the identified key issues.	H Wilson	Preparatory work on-going in order that Council can undertake the management of the identified trails.	Y
ERT/029/2017	Seatrade Cruise Global 2017	Agreed 1 No. Council Official attend the Seatrade Cruise Global event to be held in Fort Lauderdale from 13-16 March 2017.	M Boyle	Ongoing	
ERT/030/2017	Balmoral Show 2017	Agreed Council be represented at Balmoral Show 2017 and take a stand at this event, as per market activities.	M Boyle	Arrangements ongoing	

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
ERT/031/2017	Tourism Strategy - Task and Finish Project Board	<p>A) The Tourism Strategy Task &amp; Finish Project Board to meet on a bi-monthly basis.</p> <p>B) The Report regarding the Hotel for Downpatrick to be circulated to Members of the Tourism Strategy Task &amp; Finish Project Board.</p>	M Boyle	Not available circulation - awaiting to be finalised	Y
ERT/032/2017	Camlough Lake – Task & Finish	<p>A) To investigate provision of temporary facilities for events for 2017.</p> <p>B) To accept 1 No. representative from the new Camlough Angling group to be represented on the Committee.</p> <p>C) The site meeting scheduled for February 2017 be changed to March 2017.</p> <p>D) A small group to review art feature on site.</p>	M Boyle	<p>Ongoing investigations</p> <p>Costing being obtained to determine if feasible</p>	N

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
ERT/033/2017	Life Guard Services	To approve continuation of the Agreement with RNLI for provision of a Life Guard Service for Cranfield, Murlough and Tyrella beaches for period 2017-2021, subject to completion of legal formalities.	S Boyle	All changes to draft document agreed with RNLI	
ERT/034/2017	Tender: Story Development and Production Services - Footsteps in the Forest (Slieve Gullion Forest)	To issue a tender for the appointment of a company to undertake Story Development and Production Services for the Footsteps in the Forest event at Slieve Gullion Forest Park.	M Boyle	Tender appointment complete	Y
ERT/035/2017	Athletics NI - European Cross Country Championships	Agreed Council Officials in the ERT Department in partnership with Council Officials in the AHC Department, liaise with Athletics NI and the relevant stakeholders, to consider the potential for a bid to be made by Athletics NI and UK Athletics to the European Athletics to host the European Cross Country Championships to be held in Kilbroney Park Rostrevor.	M Patterson/M Mohan	Initial conversations have taken place. Communications ongoing	
END					

<b>Agenda Item:</b>	
<b>Report to:</b>	Enterprise Regeneration and Tourism Committee
<b>Subject:</b>	Service Level Agreements for 2017 - 2018
<b>Date:</b>	13 March 2017
<b>Reporting Officer:</b>	Marie Ward, Director Enterprise, Regeneration and Tourism
<b>Contact Officer:</b>	Jonathan McGilly

### Decisions Required

To note/agree etc the contents of the report and approve recommendations at Section 3

#### 1.0 Purpose and Background

In line with the strategic focus of the Department, a number of Service Level Agreements will be implemented in the next financial year which will assist in the delivery of key projects and services to our customers across the District.

#### 2.0 Key Issue

Below provides a summary of the Service Level Agreements for the Department between April 2017 and March 2018. All programmes outlined have prior ERT approval

##### Enterprise, Employment and Regeneration

- NIBSUP Interim programme delivery: SLA x 3 in place 46,902.88

NI Business Start Programme is a regional programme that Council is a partner in, together with all other NI Councils. An interim programme is currently underway for which NMDDC have signed up to 3 SLAs for interim delivery (1) Programme delivery (2) Digital Marketing and (3) Interim Programme Manager. All SLAs obtained ERT Committee approval in August 2016.

##### Business Development / Employment Programmes

- NMEA, Social Enterprise Programme: SLA in place (Nov 16) £38,000
- ENI, Exploring Enterprise 3: Letter of Offer (Dec 15) £10,000
- Youth Action, Get Set for Work: Letter of Offer (Dec 15) £10,000
- East Border Region Committee £20,000
- University of Ulster: Sectorial Analysis £10,000

NMDDC have issued letters of offer to delivery agents for the implementation of the above programmes. ERT Committee approvals are in place as referenced above

##### Tourism

- Mourne Heritage Trust £300,000
- Outdoor Recreation NI £24,166
- Royal National Lifeboat Institute – Tyrella, Murlough and Cranfield (2 docs) £47,940
- National Trust £9,000
- St Patricks Visitors Centre £110,000
- Down Railway £21,600



<b>3.0</b>	<p><b>Recommendations</b> To note the list of Service Level Agreements for 2017/2018 as detailed within this report</p>
<b>4.0</b>	<p><b>Resource Implications</b> Required budgets have been profiled within the 2017/2018 rate estimated</p>
<b>5.0</b>	<p><b>Appendices</b></p> <p>SLAs attached</p> <ol style="list-style-type: none"> <li>1. NIBSUP Interim programme delivery: SLA x 3 in place</li> <li>2. NMEA, Social Enterprise Programme: SLA in place (Nov 16)</li> <li>3. ENI, Exploring Enterprise 3: Letter of Offer (Dec 15)</li> <li>4. Youth Action, Get Set for Work: Letter of Offer (Dec 15)</li> <li>5. East Border Region Committee</li> <li>6. University of Ulster: Sectorial Analysis</li> <li>7. Mourne Heritage Trust</li> <li>8. Outdoor Recreation NI</li> <li>9. Royal National Lifeboat Institute – Tyrella, Murlough and Cranfield</li> <li>10. National Trust</li> <li>11. St Patricks Visitors Centre</li> <li>12. Down Railway</li> </ol>

DATED: 23<sup>rd</sup> Jan 2017

**SERVICE LEVEL AGREEMENT**

**FOR NIBSUP INTERIM PROGRAMME MANAGER,**

**BETWEEN**

**LISBURN AND CASTLEREAGH CITY COUNCIL**

**AND**

**ANTRIM AND NEWTOWNABBEY BOROUGH COUNCIL**

**ARDS AND NORTH DOWN BOROUGH COUNCIL**

**ARMAGH CITY, BANBRIDGE AND CRAIGAVON BOROUGH COUNCIL**

**BELFAST CITY COUNCIL**

**CAUSEWAY COAST AND GLENS DISTRICT COUNCIL**

**DERRY CITY AND STRABANE DISTRICT COUNCIL**

**FERMANAGH AND OMAGH DISTRICT COUNCIL**

**MID AND EAST ANTRIM BOROUGH COUNCIL**

**MID ULSTER DISTRICT COUNCIL**

**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**

**in respect of**

**THE NORTHERN IRELAND BUSINESS START UP PROGRAMME**

## Service Level Agreement – Interim Managers Post

### LISBURN & CASTLEREAGH CITY COUNCIL

#### SERVICE LEVEL AGREEMENT

FOR

**RECRUITMENT OF INTERIM PROGRAMME MANAGER, NORTHERN IRELAND BUSINESS START UP PROGRAMME**

#### SERVICE LEVEL AGREEMENT

##### PARTIES TO THE AGREEMENT

The parties to the agreement are Lisburn & Castlereagh City Council, (hereinafter called the "Service Provider") and the remaining 10 NI Local Authorities: -

- Antrim & Newtownabbey Borough Council
- Ards & North Down Borough Council
- Armagh City, Banbridge & Craigavon Borough Council
- Belfast City Council
- Causeway Coast & Glens District Council
- Derry City & Strabane District Council
- Fermanagh & Omagh District Council
- Mid & East Antrim Borough Council
- Mid Ulster District Council
- Newry, Mourne & Down District Council

(hereinafter called the "Service User")

##### OBJECTIVES OF THE AGREEMENT

This Service Level Agreement sets out the recruitment, appointment and management of the Interim Programme Manager, to be delivered by the Service Provider, the expected performance in delivery of such services and the charging of services to the Service User.

##### DEFINITION OF SERVICES

The Service User requires the recruitment of a suitable person to manage delivery and administer the NI Business Start Up Programme [NIBSUP]. In advance of the Service User receiving a Letter of Offer for the NIBSUP from Invest NI in relation to a collaborative application to the EU Investment for

Growth & Jobs Programme 2014-2020, it has been agreed by the 11 Councils to recruit an Interim Manager in advance of the programme commencing. The Manager shall be responsible for progressing the implementation of key elements of the NIBSUP Work plan prior to the programme commencing, and for providing input into the Interim business start-up provision in each Council area where required. It is envisaged based upon satisfactory performance, that this person will then move into one of the full time fixed term roles for up to 3.5 years once the programme commences. A recruitment exercise has been undertaken by the Service User and the Interim Manager is due to commence in this post on 23<sup>rd</sup> January 2017. In agreement with the Partner Councils the Service User has sub-contracted out a number of duties to an external consultant until this Interim Manager is in post.

Duties of the Interim Manager/Consultant sub contractor include but are not limited to the following:

- Implement a programme of work which needs to be delivered prior to the NIBSUP being launched.
- Ensuring Pre contract Terms & Conditions which have been set out by Invest NI as part of the Letter of Offer for support for NIBSUP under the EU Investment for Growth & Jobs Programme 2014-2020 are met.
- Input and support into procurement of key programme contracts including: -
  - Programme Delivery
  - Call Handling / Enquiries
  - Marketing
- Development of new internal programme systems as follows:
  - Finalise NIBSUP Collaboration Agreements and ensure all Agreements are signed and returned
  - NIBSUP Equality Screening exercise is completed
  - Set up Finance & Claims systems
  - Prepare and set up data management and reporting mechanisms
  - Respond to FOI requests
  - Ensure State Aid compliance systems are in place
  - Ensure Audit compliance systems are in place
  - Prepare responses to Ministerial Questions
  - Undertake Stakeholder engagement with all relevant external bodies
- Participate in job shadowing with the RSI team based in Invest NI with a view to sharing RSI programme information and experience which will help to inform the new Council led programme, e.g. eligibility criteria, operating manuals, vouching system, monthly end to end processes, statistics, and reporting requirements.
- Manage the set-up, procurement, management arrangements and documentation to ensure a smooth transition to the new Programme and to minimise any gap between the current RSI and the new one which Council will manage.

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- **Implementation of Management & Governance Structures for NIBSUP**

- Attend NIBSUP management meetings on a monthly basis and prepare progress reports against KPI's in advance of these meetings.
- Oversee and monitor the Interim NIBSUP running from October 16 – March 17 across the 11 Councils. This will involve, but is not limited to collating results, progress against targets, vouching business plans and summarising activity to the 11 Council NIBSUP Management Group.

#### **DURATION OF AGREEMENT**

This Service Level Agreement will commence in January 2017 for a maximum of 6 months, and will automatically cease once the new NIBSUP commences in 2017. The terms and conditions of this agreement may be extended by mutual consent of the parties. The Service User undertakes to indicate to the Service Provider, not later than 14 days before the termination of this agreement, whether it wishes to extend the duration of the agreement, the period of extension to be agreed with the Service Provider.

#### **SERVICE PROVISION REQUIREMENTS**

##### **i. Instructions to the Service Provider**

Recruitment of the Interim Programme Manager has followed Local Authority recruitment guidelines and the successful candidate will be appointed on an initial 6-month basis. The cost of this salary and associated overheads will be jointly funded by the 11 Councils. Individual Council contributions to these costs are based upon the percentage allocation used to apportion ERDF funding and individual Council PfG jobs targets which was set by the former Department for Enterprise Trade & Investment (DETI). The Interim NIBSUP Programme Manager will be based at the premises of the Service Provider.

## ii. Finance

This will be the expenses incurred for each Council:

(Please note LCCC overheads will be vouched and invoiced based upon actual spend in agreement with participating Councils.)

COUNCIL	Interim Manager Salary -6 Months £19,676	LCCC Overheads Pro rata for 6 months as per ERDF Application £4,017	% Breakdown	Total Cost to Council
Antrim & Newtownabbey	£1,298.61	£265.12	6.6%	£1,563.73
Armagh, Banbridge & Craigavon	£2,302.09	£469.98	11.7%	£2772.07
Belfast	£2,695.61	£550.32	13.7%	£3,245.93
Causeway Coast & Glens	£1,574.08	£321.36	8.0%	£1896.17
Derry & Strabane	£1,495.37	£305.29	7.6%	£1800.66
Fermanagh & Omagh	£1,731.48	£353.49	8.8%	£2084.97
Lisburn & Castlereagh	£1,731.48	£353.49	8.8%	£2084.97
Mid & East Antrim	£1,396.99	£285.20	7.1%	£1682.19
Mid Ulster	£1,987.27	£405.71	10.1%	£2,392.98
Newry, Mourne & Down	£2,026.62	£413.75	10.3%	£2,440.37
Ards & North Down	£1,475.70	£301.27	7.5%	£1,776.97

LCCC Overheads as Per the ERDF Application for up to 6 months:

LCCC OVERHEADS	COST
Rent	£387
Travel	£300



Hospitality	£500
Admin & Stationery	£940
IT	£666
Telephone & Licence	£220
Finance, Procurement & Audit	£1,013
<b><u>TOTAL LCCC OVERHEADS</u></b>	<b><u>£4,017</u></b>

### iii. Performance Expectations and Service User Feedback

The Service Provider will: -

- Develop the employment contract
- Undertake recruitment process, shortlist, interview and appoint the role
- Facilitate monthly update meeting and reports on progress
- Ensure that requisitioned work is progressed in a timely manner;
- Ensure that any undue delay in the Service Provider's ability to progress work as agreed shall be communicated to the Service User immediately and a plan to progress the work shall be formulated and agreed between the Service Provider and the Service User.
- Further meetings may be requested by either party at any time during the Agreement period.

### iv. Changes to terms

Other than by agreement between the Service Provider and Service User this Agreement may not be amended during the relevant period.

### v. Disputes and Dispute Resolution

Any disputes in respect of duties undertaken by the Interim Programme Manager that cannot be resolved at the commissioning point of contact shall be communicated to the Programme Manager (of the Service User) for resolution.

**vi. Client Care**

Complaints arising from conduct or work undertaken by the Service Provider should be addressed to the Senior Responsible Officer. Complaints will be investigated promptly and a response given to the Service User usually within 7 days and no later than 28 days after the date of complaint. Complaints should be made in writing. In the event that the Service User remains dissatisfied the complaint will be referred to the Town Solicitor for resolution and appropriate action. The Town Solicitor will respond usually within 7 days and no later than 28 days after the date of the matter being referred to him.



**vii. Payment**

The Service User will pay the Service Provider on presentation of a vat invoice. The preferred method of payment will be by Bankers Automated Clearing System (BACS). The Service Provider will issue an invoice to each Council in January 2017 based upon actual spend, and up to a maximum as follows:

COUNCIL	Total Cost to Council
Antrim & Newtownabbey	£1,563.73
Armagh, Banbridge & Craigavon	£2772.07
Belfast	£3,245.93
Causeway Coast & Glens	£1896.17
Derry & Strabane	£1800.66
Fermanagh & Omagh	£2084.97
Lisburn & Castlereagh	£2084.97
Mid & East Antrim	£1682.19
Mid Ulster	£2,392.98
Newry, Mourne & Down	£2,440.37
Ards & North Down	£1,776.97

**viii. TRANSFER & SUB CONTRACTING**

The Service Provider is not permitted to transfer or sub-contract administrative management to another provider without the consent of the Service User.

**ix. CONTACT POINTS**

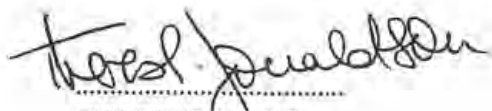
The contact point for this Service Level Agreement is :-

- (i) Hazel King, Economic Development Manager Lisburn and Castlereagh City Council, Lagan Valley Island, Lisburn, Co. Antrim,  
BT27 4RL.

**Signatures to the Outlined Agreement**

Each council to sign below to signify agreement to the terms outlined above:

Signed by DR THERESA  
DONALDSON for and on behalf of  
LISBURN AND CASTLEREAGH CITY  
COUNCIL



.....  
CHIEF EXECUTIVE

Signed by  
for and on behalf of ANTRIM AND  
NEWTOWNABBEY BOROUGH COUNCIL

.....  
CHIEF EXECUTIVE/DIRECTOR

---

Signed by  
for and on behalf of ARDS AND NORTH  
DOWN BOROUGH COUNCIL

.....  
CHIEF EXECUTIVE/DIRECTOR

Signed by  
for and on behalf of **ARMAGH CITY,  
BANBRIDGE AND CRAIGAVON  
BOROUGH COUNCIL**

.....  
**CHIEF EXECUTIVE/DIRECTOR**

Signed by  
for and on behalf of BELFAST  
CITY COUNCIL

.....  
CHIEF EXECUTIVE/DIRECTOR

.....  
LORD MAYOR

Signed by  
for and on behalf of **CAUSEWAY COAST  
AND GLENS BOROUGH COUNCIL**

.....  
**CHIEF EXECUTIVE/DIRECTOR**

Signed by  
for and on behalf of DERRY CITY AND  
STRABANE DISTRICT COUNCIL

.....  
CHIEF EXECUTIVE/DIRECTOR



Signed by  
for and on behalf of **FERMANAGH** .....  
**CHIEF EXECUTIVE/DIRECTOR**

---

**AND OMAGH DISTRICT COUNCIL**

Signed by  
for and on behalf of MID AND  
EAST ANTRIM BOROUGH COUNCIL

CHIEF EXECUTIVE/DIRECTOR

Signed by  
for and on behalf of **MID**  
**ULSTER DISTRICT COUNCIL**

.....  
**CHIEF EXECUTIVE/DIRECTOR**

Signed by  
for and on behalf of NEWRY,  
MOURNE AND DOWN DISTRICT  
COUNCIL

\*\*\*\*\*  
CHIEF EXECUTIVE/DIRECTOR



Final

DERRY CITY & STRABANE DISTRICT COUNCIL

**SERVICE LEVEL AGREEMENT FOR**

PROVISION OF INTERIM DIGITAL MARKETING SERVICES RE.REGIONAL START INITIATIVE

**Provision of Digital Marketing support to Newry, Mourne and Down District Council re. Regional Start Initiative**

## SERVICE LEVEL AGREEMENT

### PARTIES TO THE AGREEMENT

The parties to the agreement are Derry City & Strabane District Council, ( hereinafter called the "Service Provider") and Newry, Mourne and Down District Council (hereinafter called the "Service User")

### OBJECTIVES OF THE AGREEMENT

This Service Level Agreement sets out the range of technical and administrative support services to be delivered by the Service Provider, the expected performance in delivery of such services and the charging of services to the Service User.

Whilst this agreement sets out the full range of services available from the Service Provider, it is acknowledged that the Service User may have or may make arrangements for the provision of any of those services from an alternative source.

### DEFINITION OF SERVICES

The Service User requires provision of a comprehensive and quality service in respect of the management and delivery of Digital Marketing Support (DMS). This will be facilitated by the recruitment by the service provider of a Digital Marketing Officer who shall be responsible for the interim arrangements for the Regional Start Initiative, including but not limited to the following:-

#### 1. Recruit Digital Marketing Officer

- Prepare and present a proposed action plan including targets with the 10 councils within 4 weeks of appointment
- To contribute to the development and delivery of digital and social media strategies for the Regional Start Initiative.
- Daily management of digital and social media communication with supporters and interested parties, building relationships with existing communities and influencers to build brand advocates
- Monitor and moderate comments from supporters
- Management of audio and video uploads and channels. Design promotions, written content, graphics, audio, video and app based content / tools using appropriate software for use on digital / social media channels, ensuring a consistent brand identity across all communication platforms.
- Manage e-zine content in conjunction with marketing and communication teams including management of databases and lists
- Monitor trends in social media tools, trends and applications and make recommendations, as part of the Communications team on relevant applications and emerging trends.
- Advising on relevant regulations and any updates to legislation relating to digital / social media use.
- Manage blogger outreach to support other digital activity
- Source and create new content as well as managing content from other councils to ensure consistent messaging, quality control and coherent customer journey
- Reputation management and Analysis
- Responsible for the management and control of relevant budgets including budgetary planning, costing and monitoring in accordance with financial regulations and relevant monitoring systems.
- Manage support provided by 3<sup>rd</sup> party contractors

#### 2. Attend at Meetings as follows

- 12 no. regional meetings
- 6 no. steering group meetings
- 10 no. supplier meetings

### **3. Source External Expertise for**

- Agency support
- Software Licensing

### **DURATION OF AGREEMENT**

This Service Level Agreement will commence on 1<sup>st</sup> November 2016 and will cease on 31<sup>st</sup> March 2017. The terms and conditions of this agreement may be extended by mutual consent of the parties. The Service User undertakes to indicate to the Service Provider, not later than 14 days before the termination of this agreement, whether it wishes to extend the duration of the agreement, the period of extension to be agreed with the Service Provider

### **SERVICE PROVISION REQUIREMENTS**

#### **i. Instructions to the Service Provider**

Responsibility for the referral of sub regional digital content to the Service Provider lies with the Service User. There shall be no restriction on which officers within the Service User as can provide instructions. The Service User will ensure that such instructions have been approved at the appropriate level and that all matters relevant to the instruction have been provided to the Service Provider.

The Service Provider will be granted access to all permission based databases that the Service User wishes to be engaged in the Digital Marketing Campaign.



## ii. Finance

This will be the expenses incurred for each Council:

<b>TOTAL COST - EXCLUDING FERMANAGH &amp; OMAGH</b>		<b>£28,687.72</b>	
<b>COUNCIL</b>	<b>Proportional Formula %</b>	<b>Nov - March 2017</b>	<b>Revised Proportional Formula %</b>
Antrim & Newtownabbey	6.60%	£2,071.54	7.22%
Ards & North Down	7.50%	£2,354.03	8.20%
Armagh, Banbridge & Craigavon	11.70%	£3,672.28	12.80%
Belfast	13.70%	£4,300.02	14.99%
Causeway Coast & Glens	8.00%	£2,510.96	8.75%
Derry & Strabane	7.60%	£2,385.41	8.32%
Lisburn & Castlereagh	8.80%	£2,762.06	9.63%
Mid & East Antrim	7.10%	£2,228.48	7.77%
Mid Ulster	10.10%	£3,170.09	11.05%
Newry, Mourne & Down	10.30%	£3,232.86	11.27%
<b>TOTAL</b>	<b>91.40%</b>	<b>£ 28,687.72</b>	<b>100.00%</b>

For non-routine work the Service Provider will provide to the Service User an accurate and clear estimate of the costs in so far as is reasonable practical.

## iii. Performance Expectations and Service User Feedback

The Service Provider will:-

- Facilitate weekly/ monthly reports
- Attend meetings to provide summary feedback on progress and review response times and timescales for progressing the social media project outlined.
- Ensure that requisitioned work is progressed in a timely manner;
- Ensure that any undue delay in the Service Provider's ability to progress work as agreed shall be communicated to the Service User immediately and a plan to progress the work shall be formulated and agreed between the Service Provider and the Service User.
- Further meetings may be requested by either party at any time during the Agreement period.

## iv. Changes to terms

Other than by agreement between the Service Provider and Service User this Agreement may not be amended during the relevant period.

## v. Disputes and Dispute Resolution

Any disputes in respect of provision of DMS that cannot be resolved at the commissioning point of contact shall be communicated to the Project Lead and Programme Manager (of the Service User) for resolution

## vi. Client Care

Complaints arising from conduct or work undertaken by the Service Provider should be addressed to the Senior Responsible Officer. Complaints will be investigated promptly and a response given to the Service User usually within 7 days and no later than 28 days after the date of complaint. Complaints should be made in writing. In the event that the Service User remains dissatisfied the complaint will be referred to the Town Solicitor for resolution and appropriate action. The Town Solicitor will respond usually within 7 days and no later than 28 days after the date of the matter being referred to him.

**vii. Payment**

The Service User will pay the Service Provider on presentation of a vat invoice which will be issued on a monthly basis by the Service Provider. The preferred method of payment will be by Bankers Automated Clearing System (BACS). The Service Provider will issue invoices to each Council as per the totals below:

<b>TOTAL COST - EXCLUDING FERMANAGH &amp; OMAGH</b>		<b>£28,687.72</b>	
<b>COUNCIL</b>	<b>Proportional Formula %</b>	<b>Nov - March 2017</b>	<b>Revised Proportional Formula % (- F/O)</b>
Antrim & Newtownabbey	6.60%	£2,071.54	7.22%
Ards & North Down	7.50%	£2,354.03	8.20%
Armagh, Banbridge & Craigavon	11.70%	£3,672.28	12.80%
Belfast	13.70%	£4,300.02	14.99%
Causeway Coast & Glens	8.00%	£2,510.96	8.75%
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<b>TOTAL</b>	<b>91.40%</b>	<b>£ 28,687.72</b>	<b>100.00%</b>

**viii. TRANSFER & SUB CONTRACTING**

The Service Provider is not permitted to transfer or sub-contract technical or administrative management to another provider without the consent of the Service User.

**ix. CONTACT POINTS**

The contact points for this Service Level Agreement are:-

- (I) Project Lead
- (II) Programme Manager

**Signatures to the Outlined Agreement**

Each council to sign below to signify agreement to the terms outlined above:

1. \_\_\_\_\_  
On behalf of Newry, Mourne and Down District Council      Please Print name and Date



## Appendix 1: Breakdown of Costs

## DIGITAL COMMUNICATIONS ONLY CAMPAIGN

### Regional Start Initiative - Proposed Budget for Interim Period



Please note that all amounts are in Pounds Sterling.

	<b>SLA</b>
<b>Job title</b>	<b>November 2016 - March 2017</b>
RSI Digital Communications Manager	£16,177.15
<b>Subtotal</b>	<b>£16,177.15</b>
<b>2. Office and administration costs</b>	
<b>Type of office cost</b>	<b>November 2016 - March 2017</b>
15% Flat Rate of Eligible Direct Staff Costs	£2,426.57
<b>Subtotal</b>	<b>£2,426.57</b>
<b>3. Travel and accommodation</b>	
<b>Number of Meetings</b>	<b>November 2016 - March 2017</b>
12 regional meetings 6 steering group meetings 10 supplier meetings	
<b>Subtotal</b>	<b>£441.00</b>
<b>4. External expertise and service costs</b>	
<b>Type of service</b>	<b>November 2016 - March 2017</b>
<b>Monitoring and Evaluation Tools</b> Software and Licenses / Recruitment Costs	£8,333.00
<b>Subtotal</b>	<b>£8,333.00</b>
<b>5. Equipment expenditures</b>	
<b>Type of equipment</b>	<b>November 2016 - March 2017</b>
<b>Equipment</b> Laptops Printer Phones Office Furniture	
<b>Subtotal</b>	<b>£1,310.00</b>
<b>Total Costs</b>	<b>£28,687.72</b>

Dated this 22<sup>nd</sup> Day of October 2016

NEWRY, MOURNE & DOWN DISTRICT COUNCIL

and

NEWRY & MOURNE CO-OPERATIVE & ENTERPRISE AGENCY  
&  
DOWN BUSINESS CENTRE

**SERVICE LEVEL AGREEMENT 2016-2017**

**NEWRY, MOURNE & DOWN BUSINESS START-UP PROGRAMME**

Enterprise, Employment and Regeneration Section  
Newry, Mourne & Down District Council  
Haughey House  
Greenbank Industrial Estate  
Newry  
BT34 2QU

This **SERVICE LEVEL AGREEMENT** is made the 22<sup>nd</sup> day of October 2016 between **NEWRY, MOURNE & DOWN DISTRICT COUNCIL** of Haughey House, Greenbank Industrial Estate, Newry, BT34 2QU of the other part.

## (1) Definitions

- (a) 'the Agreement' means this Service Level Agreement and Appendices 1 and 2 hereto;
- (b) 'the Council' means Newry, Mourne & Down District Council, party hereto.
- (c) 'Financial Year' means 1<sup>st</sup> April 2016 to 31<sup>st</sup> March 2017.
- (d) 'the Payment' means a **maximum** sum of £37,500 to be paid / applied by the Council to the Newry and Mourne Co-operative and Enterprise Agency (N&MEA) and Down Business Centre (DBC) in the Financial Year in accordance with this Agreement in return for the N&MEA and DBC providing the services and meeting the targets set out at Appendix 1 of this Agreement.
- (e) 'the N&MEA' means Newry and Mourne Co-operative and Enterprise Agency and 'DBC' means Down Business Centre, parties hereto.

## (2) Background/Proposal

Following the Review of Public Administration, responsibility for Business Start-up provision transferred to local Councils from 1 April 2015. All 11 Councils are in the process of developing a collaborative approach proposal to provide a high quality, generic business start provision across Northern Ireland. Until this is agreed and in place the Councils have been delivering the 'Go for It' programme through an extended service level agreement with Invest Northern Ireland and a delivery partner. This temporary arrangement terminated in October 2016 and each Council is now required to put in place their own local interim business start provision to cover the gap until a new collaborative programme is operational. Invest NI has transferred ownership of the 'Go for It' brand to the Councils to take forward as a new programme.

The Newry, Mourne and Down (interim) 'Go for It' Programme will focus on encouraging and enabling potential entrepreneurs to produce a business plan as one of the key early steps in a journey toward starting a business or setting up a social enterprise.

### Purpose

The Council is requiring N&MEA and DBC to support prospective entrepreneurs to move into self-employment or set up a new social enterprise by providing advice and capability to produce a business plan. The business plan will provide an essential tool for entrepreneurs to properly plan and access sources of funds for a new business; this is in line with best practice models for entrepreneurship which highlight the importance of business planning from the outset.

The key aims of the Interim 'Go for It' Programme are:

- To provide specific advice and capability to enable entrepreneurs to develop a credible and high quality business plan;
- To maximise the overall number and quality of business start-ups;
- To deliver an accessible service open to all residents (over 18 or between 16 and 18 and not in full-time education) in the District;

- To provide a flow of new businesses that will access further direct support from the Council and Invest NI;
- To effectively signpost all new business start clients to relevant support and advice services available through the network of enterprise development organisations servicing this customer base (such as Councils, Local Chambers of Commerce, and Invest NI);
- To deliver an accessible service that complies with equality and diversity principles

**(3) Scope and Duration of the Agreement:**

- i. The Agreement takes effect from 22nd October 2016 and shall terminate on 31<sup>st</sup> March 2017 unless there is a requirement by NM&DDC to extend the service and with mutual consent with and between N&MEA and DBC.
- ii. The Agreement may be modified at any time by mutual consent, such modifications to be evidenced by exchange of memoranda by the signatories to the Agreement or the delegated representatives.
- iii. The Agreement will terminate as per Clause (3) i, but may also be terminated by the Council by three months prior written notice from the Council to the N&MEA and DBC.

**(4) Service to be provided by N&MEA and DBC**

- i. The N&MEA and DBC shall provide the services and meet the outputs, methodology, payment arrangements and client requirements detailed in Appendix 1 to the satisfaction of the Council.

**(5) Charges for Service Provision**

- i. The Council shall make the Payment directly to the N&MEA (and N&MEA in turn make payment to DBC for their contribution to the programme) subject to the N&MEA's and DBC's performance against the annual targets and objectives for the financial year 2016/2017 (as set out in Appendix 1 hereto). The Payment will be made on a monthly basis on 'business plans approved' and shall be subject to any subsequent changes to or reprioritisation of the Council's financial resources.
- ii. In expending the Payment made to it by the Council the N&MEA and DBC should demonstrate value for money and ensure all necessary legal and other requirements are complied with.
- iii. Failure by the N&MEA and DBC to deliver on the services, objectives and targets set out in Appendix 1 within the agreed timescales may result in a full or partial withdrawal of payment.

**(6) Monitoring**

The following monitoring arrangements must be put in place:



- i. the Meetings of the Board of the N&MEA and DBC must be recorded and the minutes forwarded to the Council within 14 days of any such meeting.
- ii. The N&MEA and DBC shall produce monthly detailed progress reports to the Council over the 5 month period (November 2016 to March 2017) accompanied by a related invoice for the programme activity.

**(7) General Conditions:**

- i. The N&MEA and DBC will provide the Council with information relating to the Agreement upon reasonable request by the Council.
- ii. N&MEA and DBC must sign and return the Data Processing Agreements (appendix 2) and adopt the terms and conditions outlined within the Agreements in the delivery of the Business Start Programme
- iii. The N&MEA and DBC must establish and maintain effective and robust financial control systems in relation to the implementation of the Business Start-Up Programme and maintain proper and effective accounting records which identify individual financial transactions relating to it. A copy of the N&MEA and DBC audited accounts must be supplied to the Council for the period 1<sup>st</sup> April 2015 -31<sup>st</sup> March 2016. The Council may, if necessary, also request additional financial information from the N&MEA and DBC. The provision of this information will be agreed with the N&MEA and DBC.
- iv. The N&MEA and DBC shall ensure that it informs the Council in a timely manner of all significant and / or untoward events especially those likely to attract media attention or become the subject of legal action which includes any circumstance which will or may affect the ability of the N&MEA and DBC to meet the targets set out in Appendix 1 hereto.
- v. The N&MEA and DBC must ensure that all activities and services provided under the terms of the Agreement shall be delivered in such a way as to promote equality of opportunity and shall not discriminate on the grounds of religious belief, political opinion, race, disability, age, gender or sexual orientation.
- vi. In carrying out the Agreement the N&MEA and DBC are acting in its own right as an independent organisation and not as an agent of the Council. Neither party to the Agreement shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- vii. The N&MEA and DBC will ensure that the requirements of the Health & Safety at Work Act 1974 and other Acts and Regulations, Directives and Orders on Health & Safety are observed.
- viii. The N&MEA and DBC will confirm to the Council that adequate insurance to cover all liabilities as may arise in the course of the Agreement are in place and shall produce copies upon request to the Council.
- ix. The employees of the N&MEA and DBC are the sole liability and responsibility of the N&MEA and DBC and the Council accept no liability



or responsibility whatsoever in relation to the employees of the N&MEA and DBC.

**(8)**

**8.1** The N&MEA and DBC shall give immediate written notice to the Council in the event that it should become aware of:-

i. any threat to the N&MEA and DBC financial viability, whether by the withdrawal or threatened withdrawal of other contributory funding, or otherwise; or

ii. any substantial deterioration in the N&MEA and DBC financial position  
or:

iii. if it becomes aware that it is not in a position to meet the targets set down by this Agreement.

**8.2.** The Council through its authorised officers and agents, subject to the prior consent of the N&MEA and DBC (such consent not to be unreasonably withheld or delayed), shall have the right to:-

**a.** discuss all aspects of the N&MEA and DBC activities with its representatives and office-bearers;

**b.** assess the N&MEA and DBC impact on local economic development;

**8.3** The Council shall have the right to attend the Annual General Meeting of the N&MEA and DBC.

**(9) Withdrawal/Repayment of Funding**

i. In the event that any of the circumstances described in Clause 9(ii) should arise, the Council reserves the right to cease to make any further payments and the N&MEA and DBC shall forthwith, upon the written demand of the Council, refund to the Council so much of the Payment as has not yet been spent.

ii. The circumstances referred to in Clause 9(i) are the following:-

**a.** that the N&MEA and DBC has for whatever reason been substantially jeopardised as to its future continuance;

**b.** that the N&MEA and DBC has ceased to comply with the criteria for eligibility;

**c.** that the financial viability of the N&MEA and DBC is no longer tenable for whatever reason;

**d.** that any of the information contained in the N&MEA and DBC request for the Payment transpires to have been materially incomplete, incorrect or misleading;

**e.** that the N&MEA and DBC has failed to comply with any of its obligations in this Agreement;

**f.** that any part of the Payment has been applied in an improper manner.

ii. It will be a matter for the discretion of the Council, reasonably exercised and acting by its designated officer(s), to determine whether any of the circumstances referred to in Clause 9(ii) have occurred.

**(10) Liquidation**

If and whenever during the period of this Agreement the N&MEA and DBC, being companies, enter into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or enter into administration or has a receiver appointed over all or any part of its assets or the N&MEA and DBC enter into or make a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of creditors, the N&MEA and DBC must inform the Council forthwith and the Council may terminate this Agreement immediately and this Agreement shall come to an end but without prejudice to the Council's rights in respect of any breach of N&MEA and DBC obligations contained in this Agreement.

**(12) Publicity/ Freedom of Information Act**

The Council reserves the right to publicly announce its funding of the N&MEA and DBC and the extent of its commitment thereto, but otherwise all information passing between the Council and the N&MEA and DBC shall be treated as confidential, unless otherwise agreed, and nothing in this Clause shall preclude the Council from fulfilling its obligations under the Freedom of Information Act.

**(13) Governing Law**

It is hereby agreed that the Agreement shall be governed by Northern Irish Law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

**(14) Limitation on Liability**

The parties acknowledge that the Council shall have no liability to the N&MEA and DBC for any loss or damage sustained by the N&MEA and DBC as a result of the Agreement.

**Signed on behalf of Newry, Mourne and Down District Council:**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CLERK & CHIEF EXECUTIVE

**Signed on behalf of Newry & Mourne Co-operative and Enterprise Agency:  
(two signatories and a witness)**

\_\_\_\_\_  
Newry & Mourne Co-operative and Enterprise Agency

\_\_\_\_\_  
Witness

**Signed on behalf of Down Business Centre:  
(two signatories and a witness)**

\_\_\_\_\_  
Down Business Centre

\_\_\_\_\_  
Witness

## APPENDIX 1

### Outputs, Methodology, Payment Arrangements and Client Requirements: October 2016 – March 2017

The Payment is made on the basis that the Business Start-Up Programme shall provide the services and meet the targets detailed below to the satisfaction of the Council:

#### Outputs

The primary output of this Business Start-Up Programme is the preparation of a minimum of **125** completed and approved client led Business Plans for the period from 24 October 2016 – 31 March 2017 that will generate **95** jobs promoted. Should more approved Business Plans be produced within the specified period these will be eligible for payment subject to agreement of the Council at the rate set which is **£280** per business plan approved.

Business Plans must be prepared to a standard in accordance with Council requirements and in a format that includes all areas identified in the template (Appendix 3). The format is to be agreed at project initiation meeting, and will be subject to rigorous ongoing monitoring.

#### Methodology

The key requirements of the contract are as follows:

- To provide the service to participants free of charge.
- To ensure every participant registers on [www.nibusinessinfo.co.uk](http://www.nibusinessinfo.co.uk)
- To ensure that every participant has an initial meeting.
- As part of this initial meeting N&MEA and DBC will be required to obtain and hold the following validation information on participants which, if requested must be provided to Council at a later stage:
  - Name and address including postcode
  - Gender
  - Date of Birth
  - Telephone/mobile number
  - One line descriptor of business idea or nature of business

One paragraph describing the outcome of this initial meeting (which might include referral on or no further action regarding this participant).
- To ensure the provision of information and advisory services to participants to facilitate the production of client led business plans.
- To signpost participants to appropriate resources and business support.
- To prepare a minimum of **125** Council approved business plans to the agreed format and standard that will generate **95** jobs promoted;
- To contribute to the marketing of the Interim 'Go for It' Programme at a local level and complement a wider collaborative digital marketing campaign that will



be rolled out by the Councils regionally and planned local promotion to ensure the overall targets are achieved.

- The programme must support enterprise and employment activity across both the urban and rural parts of the District to obtain a more optimal distribution of economic activity;
- To ensure the effective provision of the programme, the successful company/consortium must demonstrate that local people will be able to access the service.
- To regularly report to Council on the delivery of services provided under the contract and provide Council with information on activity within the contract to enable Council to fulfil its obligations as a local authority.
- To provide management reports on a monthly basis. Information may be requested by Council at any time to fulfil its obligations as a local authority.
- To capture data on a management information system to comprehensively and accurately record activity and expenditure. Inputting as necessary to a Council management information system measurement.
- Ensuring a robust quality assurance system is in place which addresses quality standards and requirements of the Business Start-Up Programme.
- To produce an electronic version of the participant's business plan to demonstrate the effectiveness of the service provided and to facilitate payment.

### Payment arrangements

The key output for the Interim 'Go for It' Programme is the preparation of **125** completed and approved client led Business Plans for the period 24 October 2016 – 31 March 2017 which will generate **95** jobs promoted. Should more Business Plans be produced and approved within the specified period these will be eligible for payment subject to agreement of the Council at the rate set out in this agreement.

A single payment will be made to the N&MEA and DBC on receipt of the following two requirements:

- An electronic version of Business Plan produced by the participant and facilitated by the Service Provider that will enable the participant to start a new business. The business plan is to be produced in accordance with the template described at Appendix 3, and is subject to approval by Council following a vouching process.
  - A signed (standardised) document from the participant confirming that they have been fully involved in the preparation of the plan and that they agree that the contents of the business plan are a fair representation of their own business idea.
- Payment terms will be monthly in arrears based on the number of acceptable business plans approved in a calendar month. The quality of plans will be rigorously vouched based on random sampling by the Council on a monthly basis. Council reserves the right to reject unacceptable business plans. Payments will be made retrospectively. No payment will be made for Business Plans that have been rejected by the Council.

- All marketing activity and expenditure must be agreed with Council in advance. Reimbursement of external invoices will be made retrospectively on receipt of a proper invoice with supporting evidence (external invoice, evidence of payment and copy of marketing material).

### **Client Requirements**

NMEA and DBC shall work with the Council's Economic Development team to ensure that programme development and delivery targets are achieved. The meetings with the Council's representatives should take place at the following stages:

- On appointment, to agree a forward work plan, management arrangements, quality standards and proposed implementation;
- On a monthly basis to provide comprehensive management reports;
- On completion of the contract; and
- Provision of a final report

NMEA and DBC must prepare a final report on completion of the assignment detailing achievements and lessons learnt and provide a selection of relevant case studies arising from participants' experiences.

## APPENDIX 2

### DATA PROCESSING AGREEMENT

This Agreement made the 22<sup>nd</sup> day of October 2016 between **Newry, Mourne and Down District Council** ("the Council") of O'Hagan House, Monaghan Row, Newry, BT35 8DJ, of the one part and **Newry and Mourne Co-operative and Enterprise Agency** ("the Agency") of WIN Business Park, Newry, BT35 6PH, of the second part.

The Council's Information Commissioner's Office (ICO) registration number is ZA057622.

The Agency's ICO registration number is \_\_\_\_\_.

**WHEREAS** Invest Northern Ireland will provide Council with data submitted by applicants seeking to participate in programmes (such as the Business Start Up Programme) providing advice to entrepreneurs considering starting their own business, including but not limited to documentation, specifications, reports, data, notes and any personal data as defined by the Data Protection Act 1998, the use of which is defined by that Act.

By virtue of a Service Level Agreement dated 22<sup>nd</sup> day of October 2016 between Council and the Agency, Council has appointed the Agency as its delivery partner in respect of the Business Start Up Programme insofar as it relates to the District. Council will transfer the data received from Invest NI to the Agency for the permitted purposes outlined in this Agreement. The sharing of information will take place in accordance with the provisions contained within this Agreement.

The data shall be provided by the Council to the Agency for the permitted purpose of delivering locally focused business start-up activity and to assist applicants (between October 2016 and March 2017) in regard to programmes that provide advice and support to entrepreneurs starting their own business.

1. With respect to the parties' rights and obligations under the Agreement the parties agree that the Council is the Data Controller and the Agency is the Data Processor.

The Data Controller is responsible for determining the purpose for which and the manner in which any personal data is to be processed. The Data Processor is responsible for processing the information on behalf of and on the instructions of the Council.

#### 2. Obligations of the Parties:

The Council shall:-

**2.1** Forward to the Agency the information which Council receives from Invest NI. An officer authorised by the Assistant Director of Enterprise, Regeneration and Tourism will transfer the information in accordance with Council's IT Section's procedures on the transfer of data to third party organisations, and will be responsible for ensuring the Form at Annex 1 is completed.

The Agency shall:-

**2.2** Only process the data, including any personal and confidential data, transferred to the Agency by the Council on the instructions of the Council for the permitted purpose and shall not process the data for any other purpose.

**2.3** Process personal and confidential data only to the extent and in such manner as is necessary for the provision of the services or as agreed between the parties or as is required by law or any regulatory body.

### **3. The Protection of Personal Data:**

The Agency shall:

**3.1** Carry out its obligations under the Agreement in compliance with all applicable laws and, in particular, the Data Protection Act 1998 ("the Act").

**3.2** Use all best endeavours to assist the Council to comply with its obligations under the Act.

**3.3** Implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. The measures implemented by the Agency shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the data which is to be protected.

**3.4** Provide a written statement of the measures which will be employed by the Agency in order to comply with the requirements of Paragraph 3.3 (above). Any changes to the said measures engaged by the Agency shall be immediately notified to the Council.

**3.5** Promptly comply with any request from the Council which requires the Agency to amend, transfer or delete the personal data

### **4. Record of Processing:**

The Agency shall

**4.1** Keep a record of all processing of personal data which it carries out in order that the Council has an audit trail to check compliance.

### **5. Agency Personnel:**

The Agency shall:

**5.1** Take all reasonable steps to ensure the reliability of Agency personnel who have access to personal data and ensure that all personnel are adequately trained in data protection and security measures.

**5.2** Ensure that all Agency personnel required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations set out in this Agreement.

**5.3** Ensure that only personnel who need access to personal data (or particulars thereof) in order to perform the Agency's obligations under the Agreement will have access to it.

**5.4** Ensure that none of the Agency personnel publish, disclose or divulge any of the data to any third party unless directed in writing to do so by the Council.

**5.6** All Agency personnel must be made aware of the Agency's obligations under this Agreement.



## **6. Right to Inspect Agency's Premises:**

The Agency shall:

**6.1** Permit the Council or the Council's representative (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Agency's Premises, data processing activities (and / or those of its agents, subsidiaries and sub-Agency's) and comply with all reasonable requests or directions by the Council to enable the Council to verify and / or procure that the Agency is in full compliance with its obligations under the Agreement. This includes the right to inspect all documents, systems, equipment and facilities used by the Agency to process the personal data.

## **7. The Use of Sub-Contractors:**

The Agency shall:

**7.1** Obtain the prior written consent of the Council in order to transfer the personal data to any sub-contractors or affiliates for the provision of the services.

**7.2** Where the Agency engages a sub-contractor there will be a contract in place between the Agency and sub-contractor in terms substantially the same as those set out in this Agreement and provided that the sub-contractor's contract terminates automatically on termination of the Agreement of the Agency with the Council.

## **8. Transfer of Data outside of the EEA**

The Agency shall:

**8.1** Not process / transfer personal data outside the European Economic Area without the prior written consent of the Council and where the Council consents to a transfer the Agency will comply with the obligations of the Data Controller under the 8<sup>th</sup> Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any personal data that is transferred and ensuring compliance with any reasonable instructions notified to it by the Council.

## **9. Subject Access Requests and Complaints**

The Agency shall:

**9.1** Notify the Council (within 5 working days) if it receives:-

**9.1.1** A request from a Data Subject to have access to that person's personal data (a Subject Access Request) or;

**9.1.2** A complaint, notice or communication which relates to the processing of personal data (either directly or indirectly) or to either party's compliance with or obligations under the Data Protection Act and shall provide the Council with full cooperation and assistance in relation to any such complaint, notice or communication.

**9.2** In the case of a Subject Access Request the Agency shall provide the Council with any personal data / information it holds in relation to the Subject Access Request within the timescales required by the Council.

**9.2.1** The Agency shall not disclose any personal data to data subjects or third parties other than as directed by the Council.

## **10. Breaches of the Agreement and Data Protection Act 1998**

The Agency shall:

**10.1** Immediately inform the Council if any personal data it is holding on behalf of the Council is lost or destroyed or becomes damaged, corrupted or unusable.

**10.2** Immediately inform the Council of any attempted, suspected or potential breaches of the Agreement or the Act.

**10.3** The Agency must provide the Council with a record of how it intends to identify, record and remedy any breaches of this Agreement and the Act.

## **11. Indemnity**

The Agency shall:

**11.2** Indemnify the Council against all costs, claims, damages and expenses incurred by the Council in respect of any failure by the Data Processor or its employees to comply with the obligations of this Agreement.

## **12. Termination**

The Agency shall:

**12.1** The Agreement will terminate on 31 March 2017 unless otherwise agreed in writing.

If any significant change takes place which means the Agreement becomes an unreliable reference point, the Agreement will be updated as needed and a new version circulated to replace it. Either signatory to this Agreement can request an extraordinary review at any time.

Should either party wish to terminate the Agreement, a minimum of one months' notice is required and formal written contact should be made between signatories with one informing the other of their intention to terminate.

**12.2** Return all data and information, including personal data, processed on behalf of the Council to the Council on termination of the service.

## **13. The Destruction of Personal Data**

The Agency shall:

**13.1** Ensure that the destruction of personal and confidential information by the Agency must be carried out securely and in a way that the information cannot be retrieved.

**13.2** Provide the Council with Certificates of Destruction containing a description of the destruction, the date of destruction and that all personal data has been disposed of confidentially and in a way that it cannot be retrieved.

## **14 Intellectual Property Rights**

**14.1** The Agency acknowledges that it shall have no right in the data transferred other than the right to use it for the permitted purpose in accordance with the terms of this Agreement.

**15. Contact Officers**

**15.1** The lead contact details for each organisation are:

Newry and Mourne Co-operative and Enterprise Agency  
Dr Conor Patterson, Chief Executive  
WIN Business Park, Newry, BT35 6PH

Newry, Mourne and Down District Council  
Assistant Director of Enterprise, Regeneration and Tourism  
19 Rampart Road  
Greenbank Industrial Estate  
Newry, County Down  
BT34 2QU

**Signed on behalf of Newry, Mourne and Down District Council:**

.....  
Director  
Enterprise, Regeneration and Tourism

**Signed on behalf of Newry and Mourne Co-operative and Enterprise Agency:**

.....  
Chief Executive  
Newry and Mourne Co-operative and Enterprise Agency

(Print name in block capitals)

**Annex 1 – Newry, Mourne and Down District Council and Newry and Mourne Co-operative and Enterprise Agency –Data Transfer**

<b>Name and Position of Officer Transferring Data</b>	
<b>Purpose of Data Transfer</b>	
<b>Method of Transfer</b>	In accordance with Council's IT Section's procedures on the transfer of data to third party organisations.
<b>Signed Authorisation to Transfer by Assistant Director of Enterprise, Regeneration and Tourism</b>	
<b>Date Data Transferred</b>	
<b>Signature of Officer Transferring Data</b>	
<b>Dated</b>	

## DATA PROCESSING AGREEMENT

This Agreement made the 22<sup>nd</sup> day of October 2016 between **Newry, Mourne and Down District Council** ("the Council") of O'Hagan House, Monaghan Row, Newry, BT35 8DJ, of the one part and **Down Business Centre** ("the Centre") of 46 Belfast Road, Downpatrick, BT30 9UP, of the second part.

The Council's Information Commissioner's Office (ICO) registration number is ZA057622.

The Centre's ICO registration number is \_\_\_\_\_.

**WHEREAS** Invest Northern Ireland will provide Council with data submitted by applicants seeking to participate in programmes (such as the Business Start Up Programme) providing advice to entrepreneurs considering starting their own business, including but not limited to documentation, specifications, reports, data, notes and any personal data as defined by the Data Protection Act 1998, the use of which is defined by that Act.

By virtue of a Service Level Agreement dated 22<sup>nd</sup> day of October 2016 between Council and the Centre, Council has appointed the Centre as its delivery partner in respect of the Business Start Up Programme insofar as it relates to the District. Council will transfer the data received from Invest NI to the Centre for the permitted purposes outlined in this Agreement. The sharing of information will take place in accordance with the provisions contained within this Agreement.

The data shall be provided by the Council to the Agency for the permitted purpose of delivering locally focused business start-up activity and to assist applicants (between October 2016 and March 2017) in regard to programmes that provide advice and support to entrepreneurs starting their own business.

1. With respect to the parties' rights and obligations under the Agreement the parties agree that the Council is the Data Controller and the Centre is the Data Processor.

The Data Controller is responsible for determining the purpose for which and the manner in which any personal data is to be processed. The Data Processor is responsible for processing the information on behalf of and on the instructions of the Council.

### 2. Obligations of the Parties:

The Council shall:-

**2.1** Forward to the Centre the information which Council receives from Invest NI. An officer authorised by the Assistant Director of Enterprise, Regeneration and Tourism will transfer the information in accordance with Council's IT Section's procedures on the transfer of data to third party organisations, and will be responsible for ensuring the Form at Annex 1 is completed.

The Centre shall:-

**2.2** Only process the data, including any personal and confidential data, transferred to the Centre by the Council on the instructions of the Council for the permitted purpose and shall not process the data for any other purpose.

**2.3** Process personal and confidential data only to the extent and in such manner as is necessary for the provision of the services or as agreed between the parties or as is required by law or any regulatory body.



### **3. The Protection of Personal Data:**

The Centre shall:

**3.1** Carry out its obligations under the Agreement in compliance with all applicable laws and, in particular, the Data Protection Act 1998 ("the Act").

**3.2** Use all best endeavours to assist the Council to comply with its obligations under the Act.

**3.3** Implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. The measures implemented by the Centre shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the data which is to be protected.

**3.4** Provide a written statement of the measures which will be employed by the Centre in order to comply with the requirements of Paragraph 3.3 (above). Any changes to the said measures engaged by the Centre shall be immediately notified to the Council.

**3.5** Promptly comply with any request from the Council which requires the Centre to amend, transfer or delete the personal data

### **4. Record of Processing:**

The Centre shall

**4.1** Keep a record of all processing of personal data which it carries out in order that the Council has an audit trail to check compliance.

### **5. Centre Personnel:**

The Centre shall:

**5.1** Take all reasonable steps to ensure the reliability of Centre personnel who have access to personal data and ensure that all personnel are adequately trained in data protection and security measures.

**5.2** Ensure that all Centre personnel required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations set out in this Agreement.

**5.3** Ensure that only personnel who need access to personal data (or particulars thereof) in order to perform the Centre's obligations under the Agreement will have access to it.

**5.4** Ensure that none of the Centre personnel publish, disclose or divulge any of the data to any third party unless directed in writing to do so by the Council.

**5.6** All Centre personnel must be made aware of the Centre's obligations under this Agreement.

## **6. Right to Inspect Centre's Premises:**

The Centre shall:

**6.1** Permit the Council or the Council's representative (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Centres Premises, data processing activities (and / or those of its agents, subsidiaries and sub-Centres) and comply with all reasonable requests or directions by the Council to enable the Council to verify and / or procure that the Centre is in full compliance with its obligations under the Agreement. This includes the right to inspect all documents, systems, equipment and facilities used by the Centre to process the personal data.

## **7. The Use of Sub-Contractors:**

The Centre shall:

**7.1** Obtain the prior written consent of the Council in order to transfer the personal data to any sub-contractors or affiliates for the provision of the services.

**7.2** Where the Centre engages a sub-contractor there will be a contract in place between the Centre and sub-contractor in terms substantially the same as those set out in this Agreement and provided that the sub-contractor's contract terminates automatically on termination of the Agreement of the Centre with the Council.

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The Centre shall:

**8.1** Not process / transfer personal data outside the European Economic Area without the prior written consent of the Council and where the Council consents to a transfer the Centre will comply with the obligations of the Data Controller under the 8<sup>th</sup> Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any personal data that is transferred and ensuring compliance with any reasonable instructions notified to it by the Council.

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The Centre shall:

**9.1** Notify the Council (within 5 working days) if it receives:-

**9.1.1** A request from a Data Subject to have access to that person's personal data (a Subject Access Request) or;

**9.1.2** A complaint, notice or communication which relates to the processing of personal data (either directly or indirectly) or to either party's compliance with or obligations under the Data Protection Act and shall provide the Council with full cooperation and assistance in relation to any such complaint, notice or communication.

**9.2** In the case of a Subject Access Request the Centre shall provide the Council with any personal data / information it holds in relation to the Subject Access Request within the timescales required by the Council.

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The Centre shall:

**10.1** Immediately inform the Council if any personal data it is holding on behalf of the Council is lost or destroyed or becomes damaged, corrupted or unusable.

**10.2** Immediately inform the Council of any attempted, suspected or potential breaches of the Agreement or the Act.

**10.3** The Centre must provide the Council with a record of how it intends to identify, record and remedy any breaches of this Agreement and the Act.

## **11. Indemnity**

The Centre shall:

**11.2** Indemnify the Council against all costs, claims, damages and expenses incurred by the Council in respect of any failure by the Data Processor or its employees to comply with the obligations of this Agreement.

## **12. Termination**

The Centre shall:

**12.1** The Agreement will terminate on 31 March 2017 unless otherwise agreed in writing.

If any significant change takes place which means the Agreement becomes an unreliable reference point, the Agreement will be updated as needed and a new version circulated to replace it. Either signatory to this Agreement can request an extraordinary review at any time.

Should either party wish to terminate the Agreement, a minimum of one months' notice is required and formal written contact should be made between signatories with one informing the other of their intention to terminate.

**12.2** Return all data and information, including personal data, processed on behalf of the Council to the Council on termination of the service.

## **13. The Destruction of Personal Data**

The Centre shall:

**13.1** Ensure that the destruction of personal and confidential information by the Centre must be carried out securely and in a way that the information cannot be retrieved.

**13.2** Provide the Council with Certificates of Destruction containing a description of the destruction, the date of destruction and that all personal data has been disposed of confidentially and in a way that it cannot be retrieved.

## **14 Intellectual Property Rights**

**14.1** The Centre acknowledges that it shall have no right in the data transferred other than the right to use it for the permitted purpose in accordance with the terms of this Agreement.



**15. Contact Officers**

**15.1** The lead contact details for each organisation are:

Down Business Centre  
Janice Symington, Manager  
46 Belfast Road,  
Downpatrick,  
BT30 9UP

Newry, Mourne and Down District Council  
Assistant Director of Enterprise, Regeneration and Tourism  
19 Rampart Road  
Greenbank Industrial Estate  
Newry, County Down  
BT34 2QU

**Signed on behalf of Newry, Mourne and Down District Council:**

.....  
Director  
Enterprise, Regeneration and Tourism

**Signed on behalf of Down Business Centre:**

.....  
Manager  
Down Business Centre

(Print name in block capitals)

**Annex 1 – Newry, Mourne and Down District Council and Down Business Centre  
–Data Transfer**

<b>Name and Position of Officer Transferring Data</b>	
<b>Purpose of Data Transfer</b>	
<b>Method of Transfer</b>	In accordance with Council's IT Section's procedures on the transfer of data to third party organisations.
<b>Signed Authorisation to Transfer by Assistant Director of Enterprise, Regeneration and Tourism</b>	
<b>Date Data Transferred</b>	
<b>Signature of Officer Transferring Data</b>	
<b>Dated</b>	

**APPENDIX 3**

Dated this 1st day of December 2015

NEWRY, MOURNE & DOWN DISTRICT COUNCIL

and

NEWRY & MOURNE CO-OPERATIVE & ENTERPRISE AGENCY

In association with

Down Business Centre  
Downpatrick Social Enterprise Hub  
Work West Enterprise Agency

**SERVICE LEVEL AGREEMENT 2015-2016**

**Social Enterprise Programme**

Enterprise, Employment and Regeneration Section  
Newry, Mourne & Down District Council  
Haughey House  
Greenbank Industrial Estate  
Newry  
BT34 2QU

This **SERVICE LEVEL AGREEMENT** is made the 1<sup>st</sup> day of December 2015 between **NEWRY, MOURNE & DOWN DISTRICT COUNCIL** of Haughey House, Greenbank Industrial Estate, Newry, BT34 2QU of the other part.

## (1) Definitions

- (a) 'the Agreement' means this Service Level Agreement and Appendix 1 hereto;
- (b) 'the Council' means Newry, Mourne & Down District Council, party hereto.
- (c) 'Financial Year' means 1<sup>st</sup> April 2015 to 31<sup>st</sup> March 2016.
- (d) 'the Payment' means a **maximum** sum of £38,585 to be paid / applied by the Council to the Newry and Mourne Co-operative and Enterprise Agency (N&MEA) in the Financial Year in accordance with this Agreement in return for the N&MEA providing the services and meeting the targets set out at Appendix 1 of this Agreement.
- (e) 'the N&MEA' means Newry and Mourne Co-operative and Enterprise Agency, party hereto.

## (2) Background/Proposal

Social Enterprises make an important and unique contribution to the local economy of the Newry, Mourne and Down District Council area. They create jobs for people who would otherwise be left out; provide vital services for people who might not get them otherwise, they reinvest their surpluses back into community projects and in many cases protect the environment. There are over 100 organisations in the Newry, Mourne and Down District Council area involved at some level in social enterprise activity. The Social Enterprise Newry & Mourne Research Report (2008) found that the 23 local social enterprises which participated on the programme generated a turnover of £6.2 million annually, employing 278 people and 689 volunteers.

Government continues to encourage the development of the social economy as a way of delivering services to meet societal needs which also provides income for the community and voluntary sector whilst reducing the need for ongoing subvention.

Social enterprise is a developing part of the NI economy which holds out great potential both to diversify the funding base of the community and voluntary sector making it more sustainable thus enabling the sector to regain its independence of government. For some organisations in the community voluntary sector, providing vital services, social enterprise will be their only means of surviving in a time of austerity.

The staff and boards of many community and voluntary organisations, especially at management level, have developed in a different era and may not currently have the

skills needed or the mind-set required to develop successful social enterprises. It is important therefore that support to the sector is maintained in this period of fiscal uncertainty and unprecedented changes in local government.

Newry & Mourne Co-operative and Enterprise Agency has a long record of providing support for emerging and growing social enterprises. Newry & Mourne Co-operative and Enterprise Agency has also successfully delivered the Invest NI Community Business and Social Enterprise support programmes since 1989 in Newry & Mourne, Down, Armagh, Banbridge and Craigavon.

There is also a long track record of collaborative working between Newry & Mourne District Council and Newry & Mourne Co-operative and Enterprise Agency on social enterprise, particularly through the very successful Social Enterprise Newry & Mourne I & II (SENAM) programmes in the area co-founded by Newry & Mourne District Council.

**The proposal** is for the delivery of an Interim Social Entrepreneurship Programme (ISEP) in the Newry, Mourne and Down District Council area for a six month period commencing the 1<sup>st</sup> October 2015. The programme will be delivered by a Local Enterprise Agency Consortium of Newry & Mourne Co-operative and Enterprise Agency and Down Business Centre, supported by the Downpatrick Social Enterprise Hub and Work West Enterprise Agency. The Interim SEP will fill the gap created by the ending of the Invest NI SEP and also address the needs of community and voluntary organisations who are in transition from grant dependency to trading. The Interim social enterprise programme will provide Core Capability Support to 5 new social enterprises and strategic social innovation support to 4 community and voluntary sector organisation in the Newry, Mourne and Down District Council area. The cost of the programme is £38,585 based on the equivalent costs of delivering the Invest NI SEP.

**(3) Scope and Duration of the Agreement:**

- i. The Agreement takes effect from 1<sup>st</sup> October 2015 and shall terminate on 31<sup>st</sup> March 2016.
- ii. The Agreement may be modified at any time by mutual consent, such modifications to be evidenced by exchange of memoranda by the signatories to the Agreement or the delegated representatives.
- iii. The Agreement will terminate as per Clause (3) i. but may also be terminated by the Council by three months prior written notice from the Council to the N&MEA.

**(4) Service to be Provided by N&MEA**

- i. The N&MEA shall provide the services and meet the targets detailed at Appendix 1 and shall carry out and meet the objectives and targets detailed at Appendix 1 to the satisfaction of the Council.

**(5) Charges for Service Provision**

- i. The Council shall make the Payment to the N&MEA subject to the N&MEA's performance against the annual targets and objectives for the financial year 2015/2016 (as set out in Appendix 1 hereto). The Payment shall be subject to any subsequent changes to or reprioritisation of the Council's financial resources.
- ii. In expending the Payment made to it by the Council the N&MEA should demonstrate value for money and ensure all necessary legal and other requirements are complied with.
- iii. Failure by the N&MEA to deliver on the services, objectives and targets set out in Appendix 1 within the agreed timescales may result in a full or partial withdrawal of payment.

**(6) Monitoring**

The following monitoring arrangements must be put in place:

- i. the Meetings of the Board of the N&MEA must be recorded and the minutes forwarded to the Council within 14 days of any such meeting.
- ii. The N&MEA shall produce 2 detailed progress reports to the Council over the 6 month period accompanied by a related invoice for the programme activity

**(7) General Conditions:**

- i. The N&MEA will provide the Council with information relating to the Agreement upon reasonable request by the Council.
- ii. The N&MEA must establish and maintain effective and robust financial control systems in relation to the implementation of the Social Enterprise Programme and maintain proper and effective accounting records which identify individual financial transactions relating to it. A copy of the N&MEA audited accounts must be supplied to the Council for the period 1<sup>st</sup> April 2014 -31<sup>st</sup> March 2015. The Council may, if necessary, also request additional financial information from the N&MEA. The provision of this information will be agreed with the N&MEA.
- iii. The N&MEA shall ensure that it informs the Council in a timely manner of all significant and / or untoward events especially those likely to attract media attention or become the subject of legal action which



includes any circumstance which will or may affect the ability of the N&MEA to meet the targets set out in Appendix 1 hereto.

- iv. The N&MEA must ensure that all activities and services provided under the terms of the Agreement shall be delivered in such a way as to promote equality of opportunity and shall not discriminate on the grounds of religious belief, political opinion, race, disability, age, gender or sexual orientation.
- v. In carrying out the Agreement the N&MEA is acting in its own right as an independent organisation and not as an agent of the Council. Neither party to the Agreement shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- vi. The N&MEA will ensure that the requirements of the Health & Safety at Work Act 1974 and other Acts and Regulations, Directives and Orders on Health & Safety are observed.
- vii. The N&MEA will confirm to the Council that adequate insurance to cover all liabilities as may arise in the course of the Agreement are in place and shall produce copies upon request to the Council.
- viii. The employees of the N&MEA are the sole liability and responsibility of the N&MEA and the Council accept no liability or responsibility whatsoever in relation to the employees of the N&MEA.

## (8)

- 8.1** The N&MEA shall give immediate written notice to the Council in the event that it should become aware of:-
  - i. any threat to the N&MEA's financial viability, whether by the withdrawal or threatened withdrawal of other contributory funding, or otherwise; or
  - ii. any substantial deterioration in the N&MEA's financial position or;
  - iii. if it becomes aware that it is not in a position to meet the targets set down by this Agreement.
- 8.2.** The Council through its authorised officers and agents, subject to the prior consent of the N&MEA (such consent not to be unreasonably withheld or delayed), shall have the right to:-
  - a.** discuss all aspects of the N&MEA's activities with its representatives and office-bearers;
  - b.** assess the N&MEA's impact on local economic development;
- 8.3** The Council shall have the right to attend the Annual General Meeting of the N&MEA.

## (9) Withdrawal/Repayment of Funding

- i. In the event that any of the circumstances described in Clause 9(ii) should arise, the Council reserves the right to cease to make any further payments of the Payment, and the N&MEA shall forthwith, upon the written demand of the Council, refund to the Council so much of the Payment as has not



yet been spent.

- ii. The circumstances referred to in Clause 9(i) are the following:-
  - a. that the N&MEA has for whatever reason been substantially jeopardised as to its future continuance;
  - b. that the N&MEA has ceased to comply with the criteria for eligibility;
  - c. that the financial viability of the N&MEA is no longer tenable for whatever reason;
  - d. that any of the information contained in the N&MEA's request for the Payment transpires to have been materially incomplete, incorrect or misleading;
  - e. that the N&MEA has failed to comply with any of its obligations in this Agreement;
  - f. that any part of the Payment has been applied in an improper manner.
- iii. It will be a matter for the discretion of the Council, reasonably exercised and acting by its designated officer(s), to determine whether any of the circumstances referred to in Clause 9(ii) have occurred.

#### **(10) Liquidation**

If and whenever during the period of this Agreement the N&MEA, being a company, enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or enters into administration or has a receiver appointed over all or any part of its assets or the N&MEA enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of creditors, the N&MEA must inform the Council forthwith and the Council may terminate this Agreement immediately and this Agreement shall come to an end but without prejudice to the Council's rights in respect of any breach of N&MEA 's obligations contained in this Agreement.

#### **(12) Publicity/ Freedom of Information Act**

The Council reserves the right to publicly announce its funding of the N&MEA and the extent of its commitment thereto, but otherwise all information passing between the Council and the N&MEA shall be treated as confidential, unless otherwise agreed, and nothing in this Clause shall preclude the Council from fulfilling its obligations under the Freedom of Information Act.

#### **(13) Governing Law**

It is hereby agreed that the Agreement shall be governed by Northern Irish Law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

#### **(14) Limitation on Liability**

The parties acknowledge that the Council shall have no liability to the N&MEA for any loss or damage sustained by the N&MEA as a result of the Agreement.

**IN WITNESS** hereof Newry, Mourne & Down District Council has affixed its Official Seal and Newry & Mourne Co-operative and Enterprise Agency has affixed its Common Seal the day and year first herein

**WRITTEN**

**PRESENT** when the official seal of **NEWRY, MOURNE AND DOWN DISTRICT COUNCIL** was affixed hereto:-

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK & CHIEF EXECUTIVE

**PRESENT** when the Common Seal of **Newry & Mourne Co-operative and Enterprise Agency** was affixed hereto

## APPENDIX 1

### SERVICES, OBJECTIVES AND TARGETS: October 2015 – March 2016

The Payment is made on the basis that the Social Enterprise Programme shall provide the services and meet the targets detailed below and shall carry out and meet the services and targets below to the satisfaction of the Council (as per submitted and attached programme document):

- Provision of core capability support to a minimum of 6 groups per annum in the period 1<sup>st</sup> September 2015 to March 31<sup>st</sup> 2016 encompassing business plan development and start up support.
- to deliver on targeted participation:
  - 75% from disadvantaged areas/groups
  - 50% from Neighbourhood Renewal areas.
- To create 5 new social enterprise start-ups in the Newry, Mourne and Down District Council area
- To create 10 new jobs within 12 months of the end of the programme
- To contribute positively to economic development in Newry, Mourne and Down by the creation of viable social economy businesses, which will be predominantly based in disadvantaged areas or supporting marginalised groups
- To create additional local employment opportunities
- To ensure that circa 75% of new job opportunities are filled by residents from disadvantaged areas and/or disadvantaged labour market groups (e.g. women, long-term unemployed) and 50% from Neighbourhood Renewal Areas.

**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**

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**LETTER OF OFFER  
NEWRY, MOURNE AND DOWN DISTRICT COUNCIL****PROJECT NAME: Exploring Enterprise 3 Programme****PROJECT PROMOTER: Enterprise NI****ESTIMATED COST OF PROJECT: £132,570****AMOUNT OF AWARD/GRANT: £30,000 (£10,000 per annum over 3 years)****DATE OF OFFER: 1.12.15**

This offer of Grant assistance is subject to the following standard terms and conditions -

**1. Monitoring:**

The Project shall furnish relevant information as may be required from time to time by the Council, including the preparation and submission of an Annual Progress Report.

**2. Publicity:**

The Project shall acknowledge the Support of Newry, Mourne and Down District Council in any and all publicity or promotional material produced.

**3. General Conditions:**

For so long as the Project is under any liability to the Council under the terms of this letter, the Project shall:

- (i) maintain its records (financial and otherwise) in such a way as to identify clearly all expenditure and income related to the Project
- (ii) furnish the Council with such information in relation to the organisation and management of the Project as the Council may from time to time require
- (iii) provide the Council with such documents, information and papers relating to the Project as the Council may from time to time request, and afford the Council, its servants or agents such facilities for the purpose of inspecting the project and all invoices, receipts, accounting records and any other documents relating to expenditure of the Grant as the Council may from time to time require for audit purposes. In addition, the Project shall ensure that any original vouchers and documents relating to expenditure on the Project shall be retained for a period of seven years following the last payment of the Grant in relation to the Project

**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**

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- (iv) notify the Council in advance of any proposed change in status of the Project
- (v) not alter or vary its Memorandum or Articles of Association or Constitution without the prior written consent of the Council
- (vi) maintain in good condition all Property, equipment, machinery, furniture, fixtures and fittings and assets of every kind owned or used by the Project in connection with the Project
- (vii) provide the Council on demand with available copies of every annual statement of account of the business of the Project, certified by an independent member of a recognised professional accountancy body
- (viii) insure and keep insured the Project and all assets associated with it against all risks appropriate to the business of the Project including public liability. Such insurance shall include the full reinstatement value of the Property and the Project shall arrange to have the interest of the Council noted thereon. Satisfactory written evidence that all such insurance cover has been effected shall be supplied to the Council as and when required by the Council
- (ix) indemnify the Council against all actions, proceedings, costs, claims, demands and liabilities whatsoever arising from all or any activities associated with the Project
- (x) ensure that any works which are related to fire safety are carried out only after agreement and certification of the NI Fire Authority have been received
- (xi) ensure that any individuals or organisations the Project works with in relation to the organisation of the Project are properly insured, qualified, registered, experienced, vetted etc to undertake the work they have been asked to do
- (xii) ensure that the Project has an appropriate Child Protection Policy and adequate Child Protection Procedures, a copy of which shall be provided to the Council as and when required
- (xiii) the payment process is outlined at Appendix A (payments process) attached to this document. You are strongly advised to read these instructions. Please contact the Enterprise, Employment and Regeneration section of the Council's Enterprise, Regeneration and Tourism Department if you need any of these instructions clarified. When you sign your letter of offer you are accepting the payment process as outlined in this appendix.

**4. Disposal of the Property**

- (i) If the Project requires to dispose of any interest in the Property any such disposal shall be on terms and conditions under which the Project shall (a) repay to the Council the full amount of the Grant, or a part thereof appropriate to the value of the interest being sold, paid to the Project under this letter, and (b) repay to the Council in amount equal to 50% of the net proceeds as that term is defined in sub-paragraph (ii) below



**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**

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- (ii) for the purpose of sub-paragraph (1) above 'net proceeds' means an amount equal to the price agreed to be paid for the Property by a purchaser from the Project less the aggregate of (a) the amount of the Grant and (b) the reasonable amount of any costs and fees payable by the Project in connection with the sale of the Property.

**5. Specific Conditions**

The purpose of the Grant is towards approved and agreed expenditure for the services provided to Newry, Mourne and Down District Council.

Repayment of Financial Assistance on Default

- (i) If:
- (a) the Project fails to comply with any of the terms and conditions contained in this letter of offer and any such breach is incapable of remedy (if capable of remedy remains unremedied for more than thirty days after written notice by the Council)
  - (b) any receiver (including an administrative receiver) shall be appointed over or any encumbrance shall take possession of the Property of the Project or any part thereof whether at the request of the Project or otherwise provided, however, that this provision shall not apply when any such action is taken against a tenant of the Project in occupation of any part of the Project as a tenant
  - (c) the Project passes an effective resolution or an Order of the Court is made for the winding up of the Project
  - (d) the Project ceases or threatens to cease to carry an undertaking for the purposes for which it was established
  - (e) an administration order is made in respect of the Project
  - (f) the Project is unable to pay its debts within the meaning of Article 103 of the insolvency (NI) Order 1989
  - (g) any information given to the Council by or on behalf of the Project in connection with the application for the Grant is found to be false or misleading or there has been an failure to disclose any material fact which may have had a bearing on the Council's consideration of the application then on the happening of any such event or events, the Council shall be under no obligation to make any further payment or payments of the Grant and the Project shall forthwith, on written demand by the Council, repay to the Council the full amount of the Grant made to the Project hereunder.

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- (ii) In the event that the Council had a written demand under sub-paragraph (1) above for repayment, the Council shall be entitled to interest on the amount due from the date thirty days after the date of the written demand until payment, at 50% of the combined rate of the Northern Bank Base Rate from time to time in force plus 2% per annum ie  $(\text{current Base Rate} + 2\%) \times 50\% = \text{Interest Rate Payable}$ .
  - (iii) Any failure, delay or omission by the Council to exercise any right or remedy to which it is entitled by virtue of this paragraph shall not be construed as a waiver or such rights or remedy.

## **6. Other Conditions**

- (i) the Project shall not without the prior written consent of the Council transfer any of its rights or obligations under this letter
- (ii) the Project undertakes to adhere to the requirements of the Fair/Employment Acts then in force in Northern Ireland and to observe the spirit of that legislation
- (iii) the letter is issued in duplicate and if the Project is prepared to accept the foregoing offer on the terms and conditions stated, the form of acceptance appended hereto should be completed on the original of this letter and returned to the Council by not later than one calendar month of the date of issue.

**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**

**FORM OF ACCEPTANCE**

Re: Exploring Enterprise 3 Programme

Grant Offer to: Enterprise NI

Amount: £30,000 (£10,000 per annum over 3 years)

Acceptance of Grant offer and conditions:

Enterprise NI hereby acknowledges the financial assistance being made available by Newry, Mourne and Down District Council upon the terms of the Letter of Offer dated 1<sup>st</sup> December 2015 and hereby concurs in and accepts the said offer of assistance upon and subject to the terms and conditions stated therein of this acceptance thereof.

I have read and considered the grant offer and conditions that apply to this grant as outlined above.

I am pleased to accept this offer as detailed.

I confirm that I am duly authorised and empowered to sign this acceptance.

Name [block capitals] .....

Authority Chair ..... Chief Executive ..... Director ..... Company Secretary .....

**Signature** ..... **Date** .....



**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**

Decline of Grant Offer

After due consideration I am writing to decline this grant offer

Name [block capitals] .....

Authority Chair ..... Chief Executive ..... Director ..... Company Secretary .....

**Signature** ..... **Date**.....

Please provide a brief note of explanation about why you are declining the grant here

**These Forms of Acceptance/decline should be signed by authorised representatives of the Project and one original returned within one calendar month of the date of issue.**

**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**

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**Specific Exploring Enterprise Conditions****Appendix A****Grant Payment Process**

The payments of the total amount of grant under this Letter of Offer will be as follows:

- £5,000 of the overall award will be paid twice each year (over 3 years) upon the production of an invoice that reflects the completed work.
- A progress report must be submitted with the invoice reflecting the activity and agreed outputs.
- Payments will take a minimum of 6 weeks to verify and complete.

**Appendix B****Newry, Mourne and Down DC Project Outputs**

- 108 Pre Training Personal Development Plan
- 72 Baseline Reviews
- 63 QFC Level 1 in Understanding Business Enterprise
- 45 Study Visits
- 63 Review Rickter Interviews
- 63 Post Training Interview Plans
- 10% of Participants Into Employment
- 15% of Participants Into Self Employment

**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**

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**LETTER OF OFFER  
NEWRY, MOURNE AND DOWN DISTRICT COUNCIL****PROJECT NAME: GET SET for Work****PROJECT PROMOTER: Youth Action NI****ESTIMATED COST OF PROJECT: £1,460,970 (over 5 regions)****AMOUNT OF AWARD/GRANT: £30,000 (£10,000 per annum over 3 years)****DATE OF OFFER: 1.12.15**

This offer of Grant assistance is subject to the following standard terms and conditions -

**1. Monitoring:**

The Project shall furnish relevant information as may be required from time to time by the Council, including the preparation and submission of an Annual Progress Report.

**2. Publicity:**

The Project shall acknowledge the Support of Newry, Mourne and Down District Council in any and all publicity or promotional material produced.

**3. General Conditions:**

For so long as the Project is under any liability to the Council under the terms of this letter, the Project shall:

- (i) maintain its records (financial and otherwise) in such a way as to identify clearly all expenditure and income related to the Project
- (ii) furnish the Council with such information in relation to the organisation and management of the Project as the Council may from time to time require
- (iii) provide the Council with such documents, information and papers relating to the Project as the Council may from time to time request, and afford the Council, its servants or agents such facilities for the purpose of inspecting the project and all invoices, receipts, accounting records and any other documents relating to expenditure of the Grant as the Council may from time to time require for audit purposes. In addition, the Project shall ensure that any original vouchers and documents relating to expenditure on the Project shall be retained for a period of seven years following the last payment of the Grant in relation to the Project

**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**

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- (iv) notify the Council in advance of any proposed change in status of the Project
- (v) not alter or vary its Memorandum or Articles of Association or Constitution without the prior written consent of the Council
- (vi) maintain in good condition all Property, equipment, machinery, furniture, fixtures and fittings and assets of every kind owned or used by the Project in connection with the Project
- (vii) provide the Council on demand with available copies of every annual statement of account of the business of the Project, certified by an independent member of a recognised professional accountancy body
- (viii) insure and keep insured the Project and all assets associated with it against all risks appropriate to the business of the Project including public liability. Such insurance shall include the full reinstatement value of the Property and the Project shall arrange to have the interest of the Council noted thereon. Satisfactory written evidence that all such insurance cover has been effected shall be supplied to the Council as and when required by the Council
- (ix) indemnify the Council against all actions, proceedings, costs, claims, demands and liabilities whatsoever arising from all or any activities associated with the Project
- (x) ensure that any works which are related to fire safety are carried out only after agreement and certification of the NI Fire Authority have been received
- (xi) ensure that any individuals or organisations the Project works with in relation to the organisation of the Project are properly insured, qualified, registered, experienced, vetted etc to undertake the work they have been asked to do
- (xii) ensure that the Project has an appropriate Child Protection Policy and adequate Child Protection Procedures, a copy of which shall be provided to the Council as and when required
- (xiii) the payment process is outlined at Appendix A (payments process) attached to this document. You are strongly advised to read these instructions. Please contact the Enterprise, Employment and Regeneration section of the Council's Enterprise, Regeneration and Tourism Department if you need any of these instructions clarified. When you sign your letter of offer you are accepting the payment process as outlined in this appendix.

**4. Disposal of the Property**

- (i) If the Project requires to dispose of any interest in the Property any such disposal shall be on terms and conditions under which the Project shall (a) repay to the Council the full amount of the Grant, or a part thereof appropriate to the value of the interest being sold, paid to the Project under this letter, and (b) repay to the Council in amount equal to 50% of the net proceeds as that term is defined in sub-paragraph (ii) below

- (ii) for the purpose of sub-paragraph (1) above 'net proceeds' means an amount equal to the price agreed to be paid for the Property by a purchaser from the Project less the aggregate of (a) the amount of the Grant and (b) the reasonable amount of any costs and fees payable by the Project in connection with the sale of the Property.

## 5. Specific Conditions

The purpose of the Grant is towards approved and agreed expenditure for the services provided to Newry, Mourne and Down District Council.

Repayment of Financial Assistance on Default

- (i) If:
- (a) the Project fails to comply with any of the terms and conditions contained in this letter of offer and any such breach is incapable of remedy (if capable of remedy remains unremedied for more than thirty days after written notice by the Council)
  - (b) any receiver (including an administrative receiver) shall be appointed over or any encumbrance shall take possession of the Property of the Project or any part thereof whether at the request of the Project or otherwise provided, however, that this provision shall not apply when any such action is taken against a tenant of the Project in occupation of any part of the Project as a tenant
  - (c) the Project passes an effective resolution or an Order of the Court is made for the winding up of the Project
  - (d) the Project ceases or threatens to cease to carry an undertaking for the purposes for which it was established
  - (e) an administration order is made in respect of the Project
  - (f) the Project is unable to pay its debts within the meaning of Article 103 of the insolvency (NI) Order 1989
  - (g) any information given to the Council by or on behalf of the Project in connection with the application for the Grant is found to be false or misleading or there has been an failure to disclose any material fact which may have had a bearing on the Council's consideration of the application then on the happening of any such event or events, the Council shall be under no obligation to make any further payment or payments of the Grant and the Project shall forthwith, on written demand by the Council, repay to the Council the full amount of the Grant made to the Project hereunder.



- (ii) In the event that the Council had a written demand under sub-paragraph (1) above for repayment, the Council shall be entitled to interest on the amount due from the date thirty days after the date of the written demand until payment, at 50% of the combined rate of the Northern Bank Base Rate from time to time in force plus 2% per annum ie  $(\text{current Base Rate} + 2\%) \times 50\% = \text{Interest Rate Payable}$ .
- (iii) Any failure, delay or omission by the Council to exercise any right or remedy to which it is entitled by virtue of this paragraph shall not be construed as a waiver or such rights or remedy.

## 6. Other Conditions

- (i) the Project shall not without the prior written consent of the Council transfer any of its rights or obligations under this letter
- (ii) the Project undertakes to adhere to the requirements of the Fair/Employment Acts then in force in Northern Ireland and to observe the spirit of that legislation
- (iii) the letter is issued in duplicate and if the Project is prepared to accept the foregoing offer on the terms and conditions stated, the form of acceptance appended hereto should be completed on the original of this letter and returned to the Council by not later than one calendar month of the date of issue.

**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**

**FORM OF ACCEPTANCE**

Re: GET SET for Work

Grant Offer to: Youth Action NI

Amount: £30,000 (£10,000 per annum over 3 years)

Acceptance of Grant offer and conditions:

Youth Action NI hereby acknowledges the financial assistance being made available by Newry, Mourne and Down District Council upon the terms of the Letter of Offer dated 1<sup>st</sup> December 2015 and hereby concurs in and accepts the said offer of assistance upon and subject to the terms and conditions stated therein of this acceptance thereof.

I have read and considered the grant offer and conditions that apply to this grant as outlined above.

I am pleased to accept this offer as detailed.

I confirm that I am duly authorised and empowered to sign this acceptance.

Name [block capitals] .....

Authority Chair ..... Chief Executive ..... Director ..... Company Secretary .....

**Signature** ..... **Date** .....



**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**

Decline of Grant Offer

After due consideration I am writing to decline this grant offer

Name [block capitals] .....

Authority Chair ..... Chief Executive ..... Director ..... Company Secretary .....

**Signature .....** **Date.....**

Please provide a brief note of explanation about why you are declining the grant here

**These Forms of Acceptance/decline should be signed by authorised representatives of the Project and one original returned within one calendar month of the date of issue.**

**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL****Specific GET SET for Work Conditions****Appendix A****Grant Payment Process**

The payments of the total amount of grant under this Letter of Offer will be as follows:

- £5,000 of the overall award will be paid twice each year (over 3 years) upon the production of an invoice that reflects the completed work.
- A progress report must be submitted with the invoice reflecting the activity and agreed outputs.
- Payments will take a minimum of 6 weeks to verify and complete.

**Appendix B****Newry, Mourne and Down DC Project Outputs**

- Year 1 – 2 Get Started programmes for 24 young people, 1 Moving On for 10 Young Mums, 1 Youth Volunteer Programme for 12 young leaders
- Year 2 - 2 Get Started programmes for 24 young people, 1 Moving On for 10 Young Mums, 1 Youth Volunteer Programme for 12 young leaders
- Year 3 - 2 Get Started programmes for 24 young people, 1 Moving On for 10 Young Mums, 1 Youth Volunteer Programme for 12 young leaders
- Skills developed of 200 rural and urban young people in the Newry, Mourne and Down Council District
- 72% of participants will progress into employment, further training or education
- 24% of participants will progress into structured volunteering
- 90% of participants will achieve an industry relevant qualification
- 90% of participants will gain work skills/experience through work placements or youth volunteering programmes

Dated this 1st day of April 2017

NEWRY, MOURNE & DOWN DISTRICT COUNCIL

and

EAST BORDER REGION

**SERVICE LEVEL AGREEMENT 2017-2018**

Enterprise, Employment and Regeneration Section  
Newry, Mourne & Down District Council  
Haughey House  
Greenbank Industrial Estate  
Newry  
BT34 2QU

This **SERVICE LEVEL AGREEMENT** is made the 1<sup>st</sup> day of April 2017 between **NEWRY, MOURNE & DOWN DISTRICT COUNCIL** of Haughey House, Greenbank Industrial Estate, Newry, BT34 2QU of one part and East Border Region, 2 Monaghan Court, Newry, BT35 6BH the other part.

**(1) Definitions**

- (a) 'the Agreement' means this Service Level Agreement and Appendix 1 hereto;
- (b) 'the Council' means Newry, Mourne & Down District Council, party hereto.
- (c) 'Financial Year' means 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018.
- (d) 'the Payment' means a **maximum** sum of £20,000 to be paid / applied by the Council to East Border Region in the Financial Year in accordance with this Agreement in return for EBR providing the services and meeting the targets set out at Appendix 1 of this Agreement.
- (e) 'EBR' means East Border Region party hereto.

**(2) Background/Proposal**

In consideration of the Council paying to the East Border Region Ltd the amount set out in Part 3, EBR agrees to service and provide secretariat to EBR Company and it's structures with a view to enhancing the region and bringing to the area Interreg funding in partnership with all 10 local authority members.

**(3) Scope and Duration of the Agreement:**

- i. The Agreement takes effect from 1<sup>st</sup> April 2017 and shall terminate on 31<sup>st</sup> March 2018.
- ii. The Agreement may be modified at any time by mutual consent, such modifications to be evidenced by exchange of memoranda by the signatories to the Agreement or the delegated representatives.
- iii. The Agreement will terminate as per Clause (3) i. but may also be terminated by the Council by three months prior written notice from the Council to the EBR.

**(4) Service to be Provided by EBR**

- i. The EBR shall provide the services and meet the targets detailed at Appendix 1 and shall carry out and meet the objectives and targets detailed at Appendix 1 to the satisfaction of the Council.

**(5) Charges for Service Provision**

- i. The Council shall make the Payment to the EBR subject to the EBR's performance against the annual targets and objectives for the financial year 2017/2018 (as set out in Appendix 1 hereto). The Payment shall be subject to any subsequent changes to or reprioritisation of the Council's financial resources.

- ii. In expending the Payment made to it by the Council the EBR should demonstrate value for money and ensure all necessary legal and other requirements are complied with.
- iii. Failure by the EBR to deliver on the services, objectives and targets set out in Appendix 1 within the agreed timescales may result in a full or partial withdrawal of payment.

## **(6) Monitoring**

The following monitoring arrangements must be put in place:

- i. the Meetings of the Board of the EBR must be recorded and the minutes forwarded to the Council within 14 days of any such meeting.
- ii. The EBR shall produce 2 detailed progress reports to the Council over the 6 month period accompanied by a related invoice for the programme activity

## **(7) General Conditions:**

- i. The EBR will provide the Council with information relating to the Agreement upon reasonable request by the Council.
- ii. The EBR must establish and maintain effective and robust financial control systems. A copy of the EBR audited accounts must be supplied to the Council for the period 1<sup>st</sup> April 2016 -31<sup>st</sup> March 2017. The Council may, if necessary, also request additional financial information from the EBR. The provision of this information will be agreed with the EBR.
- iii. The EBR shall ensure that it informs the Council in a timely manner of all significant and / or untoward events especially those likely to attract media attention or become the subject of legal action which includes any circumstance which will or may affect the ability of the EBR to meet the targets set out in Appendix 1 hereto.
- iv. The EBR must ensure that all activities and services provided under the terms of the Agreement shall be delivered in such a way as to promote equality of opportunity and shall not discriminate on the grounds of religious belief, political opinion, race, disability, age, gender or sexual orientation.
- v. In carrying out the Agreement the EBR is acting in its own right as an independent organisation and not as an agent of the Council. Neither party to the Agreement shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- vi. The EBR will ensure that the requirements of the Health & Safety at Work Act 1974 and other Acts and Regulations, Directives and Orders on Health & Safety are observed.

- vii. The EBR will confirm to the Council that adequate insurance to cover all liabilities as may arise in the course of the Agreement are in place and shall produce copies upon request to the Council.
- viii. The employees of the EBR are the sole liability and responsibility of the EBR and the Council accept no liability or responsibility whatsoever in relation to the employees of the EBR.

**(8)**

- 8.1** The EBR shall give immediate written notice to the Council in the event that it should become aware of:-
  - i. any threat to the EBR's financial viability, whether by the withdrawal or threatened withdrawal of other contributory funding, or otherwise; or
  - ii. any substantial deterioration in the EBR's financial position or;
  - iii. if it becomes aware that it is not in a position to meet the targets set down by this Agreement.
- 8.2.** The Council through its authorised officers and agents, subject to the prior consent of the EBR (such consent not to be unreasonably withheld or delayed), shall have the right to:-
  - a. discuss all aspects of the EBR's activities with its representatives and office-bearers;
  - b. assess the EBR's impact on local economic development;
- 8.3** The Council shall have the right to attend the Annual General Meeting of the EBR.

**(9) Withdrawal/Repayment of Funding**

- i. In the event that any of the circumstances described in Clause 9(ii) should arise, the Council reserves the right to cease to make any further payments of the Payment, and the EBR shall forthwith, upon the written demand of the Council, refund to the Council so much of the Payment as has not yet been spent.
- ii. The circumstances referred to in Clause 9(i) are the following:-
  - a. that the EBR has for whatever reason been substantially jeopardised as to its future continuance;
  - b. that the EBR has ceased to comply with the criteria for eligibility;
  - c. that the financial viability of the EBR is no longer tenable for whatever reason;
  - d. that any of the information contained in the EBR's request for the Payment transpires to have been materially incomplete, incorrect or misleading;
  - e. that the EBR has failed to comply with any of its obligations in this Agreement;
  - f. that any part of the Payment has been applied in an improper manner.
- iii. It will be a matter for the discretion of the Council, reasonably exercised



and acting by its designated officer(s), to determine whether any of the circumstances referred to in Clause 9(ii) have occurred.

**(10) Liquidation**

If and whenever during the period of this Agreement the EBR, being a company, enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or enters into administration or has a receiver appointed over all or any part of its assets or the EBR enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of creditors, the EBR must inform the Council forthwith and the Council may terminate this Agreement immediately and this Agreement shall come to an end but without prejudice to the Council's rights in respect of any breach of EBR 's obligations contained in this Agreement.

**(12) Publicity/ Freedom of Information Act**

The Council reserves the right to publicly announce its funding of the EBR and the extent of its commitment thereto, but otherwise all information passing between the Council and the EBR shall be treated as confidential, unless otherwise agreed, and nothing in this Clause shall preclude the Council from fulfilling its obligations under the Freedom of Information Act.

**(13) Governing Law**

It is hereby agreed that the Agreement shall be governed by Northern Irish Law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

**(14) Limitation on Liability**

The parties acknowledge that the Council shall have no liability to the EBR for any loss or damage sustained by the EBR as a result of the Agreement.



**IN WITNESS** hereof Newry, Mourne & Down District Council has affixed its Official Seal and East Border Region has affixed its Common Seal the day and year first herein

**WRITTEN**

**PRESENT** when the official seal of **NEWRY, MOURNE AND DOWN DISTRICT COUNCIL** was affixed hereto:-

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK & CHIEF EXECUTIVE

**PRESENT** when the Common Seal of **East Border Region** was affixed hereto )

**APPENDIX 1****SERVICES, OBJECTIVES AND TARGETS: 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018**

The Payment is made on the basis that EBR shall provide the services and meet the targets detailed below and shall carry out and meet the services and targets below to the satisfaction of the Council (as per submitted and attached programme document):

EBR will provide a service to 10 partner Councils that will create a framework that permits all areas to work together in developing actions and setting priorities for the region and play a pivotal role in the formation of strategic alliances between key stakeholders in the region.

- EBR will submit 6 monthly reports detailing progress on all key areas of work.
- EBR will devise a strategy for the EBR region.
- EBR will administer Interreg funding for the region as per agreements with SEUPB.
- EBR will administer all structures necessary to manage and implement the funds appropriately.
- EBR will advise Council on wider EU funding opportunities.

Payment will be released only upon the following condition:

- Submission of original invoices only. Copies are NOT acceptable.
- Newry and Mourne District Council will stamp each invoice confirming % of contribution made by Council.
- Newry and Mourne District Council will pay the agreed % only against each original invoice whenever all conditions have been met.
- "Own Labour" and hire of "Own Facilities" are NOT eligible.
- Receipt of full income and expenditure breakdown required. Newry and Mourne District Council will pay against NET costs only.



## **AGREEMENT BETWEEN**

Newry, Mourne and Down District Council  
Monaghan Row  
Newry  
Co. Down  
BT35 8DJ  
(The Council)

And

University of Ulster  
Cromore Road,  
Coleraine,  
County Londonderry  
BT51 5HQ  
(The University)

### **1. The Agreement**

1.1 Newry, Mourne and Down District Council (hereafter referred to as "The Council") has agreed to contribute £35,000 to the University in support of the Ulster University Economic Policy Centre.

### **2. Purpose**

2.1 The purpose of the agreed funding will be to support the Ulster University Economic Policy Centre in producing evidence based research to inform policy development and implementation and to enable the Ulster University Economic Policy Centre to build its research capability and capacity in this regard.

2.2 In addition to the foregoing, the parties further agree that:

2.2.1 The academic priorities at the University may shift over time and some alteration may be necessary to the purposes set out in Annex A. If the University is of the opinion that a revised purpose is necessary, the University shall put forward a written proposal to The Council outlining the reasons for the changes and outlining how the objectives will continue to be met. It is at the discretion of The Council whether The Council shall continue to fund the Project. Any such approval from The Council shall be evidenced in writing.



2.2.2 The University and The Council affirm that the provisions of this agreement do not and shall not in any way compromise the University's Vision and Mission Statement, constrain academic freedom on campus, contravene any policy of the University or reflect negatively on the University's public image.

### 3. Fulfilment

3.1 This Agreement will commence on 1st day of December 2016 and continue until 30th day of November 2018. Funding will be provided in the form of two payments made to the University for £10,000 each and a third payment of £15,000 in line with conditions 3.2 and 3.3 below.

3.2 The Council will make the first payment of £10,000 on receipt of the invoice referred to in paragraph 3.3 below, a further invoice will be raised and payment made of £15,000 on completion of the Brexit and Border Corridor research, anticipated to be in or around February 2017 and a third and final payment of £10,000 will be invoiced in December 2017. Each payment is subject to and conditional on the Council being satisfied:

- (a) That the purpose and aims of the Ulster University Economic Policy Centre described in Annex A have been, or are still capable of being, fulfilled;
- (b) That the benefit to The Council is as outlined in Appendix A and that those benefits are delivered;
- (c) With any revised purpose, in the event of the University revising the Ulster University Economic Policy Centre purpose under 2.2 above.

3.3 The Council shall be invoiced £10,000 by the UUEPC immediately following the signing of this letter and, by way of summary, in the event that further contributions are being made, they will be made, as follows:

- February 2017 - £15,000
- December 2017 - £10,000



3.4 Funds will be received from The Council no later than one month after the receipt of the invoice.

3.5 Should either party at any time fail to comply with any of the terms of this Agreement, either party may require the other to comply with said term or terms by serving a written notice specifying the breach or breaches of the Agreement and requiring it or them to be remedied. In the event of the notice either party may terminate this Agreement forthwith by service of Notice by Hand on the other party.

3.6 The Council will review the service provided by the university after one year. If the provision of service, is not, in the Council's view satisfactory, the Council reserves the right to terminate the agreement, with effect from any date following 1<sup>st</sup> December 2017. The university to be notified in writing of Council's intention to terminate and given 14 days notice.

#### **4. Recognition by the University**

4.1 Each of the University and The Council may publicise this agreement in the form of news announcements, both internal and external, unless advised otherwise by The Council.

4.2 All publicity relating to this agreement including media releases issued by the Ulster University and The Council will be agreed in advance by both parties prior to distribution.

4.3 Monitoring reports will be provided to The Council three times a year which will fully document the progress of the Centre, its financial position and its forward plans.

4.4 All intellectual property developed during the course of this contract will remain the property of the party developing such intellectual property.

#### **5. General**



5.1 The Ulster University Economic Policy Centre and the University each acknowledge that The Council's sole involvement in the Centre is as a funder and that The Council takes no responsibility for any reports issued by the Centre and takes no part in the management of the Centre. Where appropriate and if requested by The Council, each of the Centre and the University shall make it clear in any publications by Ulster University Economic Policy Centre in which The Council is mentioned that The Council take no responsibility for any reports issued by the Centre and takes no part in the management of Ulster University Economic Policy Centre.

5.2 Each Party shall hold harmless, and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or wilful misconduct.

5.3 Each party acknowledges that the other party is subject to the provisions of the Data Protection 1998, the Freedom of Information Act 2000 and other UK and Northern Ireland Statutes. Both parties agree to assist the other in complying with its obligations in respect of such legislation insofar as compliance relates to this contract.

5.4 This Agreement will be governed by Northern Ireland Law and any legal dispute will be dealt with under the exclusive jurisdiction of the Northern Ireland Courts.

### **Signatures**

Director of Enterprise, Regeneration and Tourism Newry, Mourne and Down District Council

Date:

Professor Neil Gibson  
Director  
Ulster University Economic Policy Centre



Date:

Eamon Mullan  
University Secretary  
Ulster University  
Date

DRAFT





## ANNEX A

1. The Ulster University Economic Policy Centre was established in early 2013 and is currently sponsored by:

- Department for the Economy;
- Department of Finance;
- Ulster University;
- Belfast Harbour Commissioners;
- First Trust Bank;
- Belfast City Council;
- Derry City and Strabane District Council;
- Invest NI;
- Fermanagh and Omagh District Council and
- Armagh, Banbridge and Craigavon Borough Council.

2. The Ulster University Economic Policy Centre is an independent economic research centre whose aim is to produce evidence based research to inform policy development and implementation. The Centre engages with organisations that have an interest in enhancing the Northern Ireland economy and its work is relevant to Government, business and the wider general public.

3. The purpose of this grant is to support the achievement of the vision and aims of the Centre by providing funding. This funding will support the development of the Ulster University Economic Policy Centre to enable it to build its research capability and capacity. This will enable the Centre to deliver policy relevant economic research.



## **ANNEX B - Memorandum of Understanding between Newry, Mourne and Down District Council and the Ulster University Economic Policy Centre**

1. This Memorandum of Understanding (MoU) establishes a basis for The Council's sponsorship of the Ulster University Economic Policy Centre (UUEPC).

### **About UUEPC**

2. UUEPC was established early 2013 (initially named the Northern Ireland Centre for Economic Policy).
3. UUEPC's overarching aim is to help Northern Ireland achieve its economic ambitions.
4. It is an independent economic research centre focused on producing evidence based research to inform policy development and implementation. The Centre engages with all organisations that have an interest in enhancing the Northern Ireland economy and its work is relevant to government, business and the wider general public.

### **NMDDC sponsorship & purpose**

5. The purpose of The Council's sponsorship is to support the achievement of the vision and aims of the UUEPC by providing sponsorship funding. This funding will support the development of UUEPC and enable it to build its research capability and capacity to deliver policy relevant economic research with relevance to the Newry, Mourne and Down district area.
6. The Council will provide a sponsorship grant totalling £10,000 per annum for two years to UUEPC to support it in undertaking its activities.

### **Additional Research**

7. Additional research to be carried out by the Centre in the 2016-17 sponsorship year.
  - Research on Brexit and the Border corridor at a cost of £15,000.



### **Third party costs**

8. Any third party costs incurred as part of the work programme will be outside the core funding agreement and invoiced The Council at cost. Third party costs would be agreed with The Council in advance and would only be incurred after agreement was reached with The Council.

### **Governance arrangements**

9. Both UUEPC and The Council will make every endeavour to resolve differences if they arise. In the event that both parties are unable to reach agreement, the issue should be taken to the UUEPC Advisory Board for resolution.
10. If agreed by the parties, any subsequent programme of work agreed between UUEPC and The Council may be taken forward under an extended or amended version of this MoU, or undertaken under a replacement agreement.

**Signed**

**Professor Neil Gibson,  
Director  
Ulster University Economic Policy  
Centre**

**XXXXXXXX  
Director of Enterprise, regeneration  
and tourism  
Newry, Mourne and Down District  
Council**



## CORE FUNDING AGREEMENT BETWEEN COUNCIL and MOURNE HERITAGE TRUST

The Service Level Agreements between Council and Mourne Heritage Trust have the following scope.

Councils supported the work of the Mourne Heritage Trust in its stated mission:

- to safeguard and enhance the Mourne Area of Outstanding Natural Beauty (AONB) landscapes, wildlife and built heritage
- to maintain and improve visitor and recreation opportunities and services, including walking infrastructure and mountain bike trail
- to enhance appreciation of the Mourne environment
- and to contribute to the well being of rural communities and to encourage rural regeneration

The funding contribution is in support of the Trust's mission, and in consideration for the delivery of the following core services by the Trust throughout the AONB on behalf of Council:

- (i) Mourne Countryside Management Service
- (ii) Mourne Ranger Service, including Mourne Access Ranger
- (iii) Mourne Conservation Volunteers
- (iv) Mourne Design and Advice/Planning Service
- (v) Recreation and Visitor Services
- (vi) Sustainable Tourism Development
- (vi) Communications and Public Relations
- (vii) Fundraising
- (viii) New Programme and Project Development
- (ix) Networking, Liaison and Co-ordination (of AONB stakeholders)
- (x) Research
- (xi) Trust Management, Administration and Support Costs
- (xii) Mourne Mountain Bike Trails Ranger

It was further agreed that in addition to, or for further clarification of the outputs agreed, it was agreed that the Trust should undertake the following:

### **I. Maintenance of public paths**

The Trust shall undertake the annual maintenance of public footpaths in the agreed area as listed in Appendix 'A' (and such other paths in the area as may be agreed by the two parties) to the following specification.

- a) At least once in April/May, June/July and September/October of each year the Trust shall cut back grass and vegetation growing on the surface of the paths to between the path boundaries<sup>1</sup>. Overhanging vegetation and branches should be cut back to ensure that there is adequate headroom (3m high for bridleways).
- b) The Trust shall litter pick the agreed public paths at least once in April/May, June/July and September/October of each year. All broken glass, litter and debris to be carefully gathered and

<sup>1</sup> Some discretion may be used to preserve floristic interest in the case of protected wildflowers and wildflowers of interest.



removed from the site as is practically feasible. Stones or debris that could constitute a tripping hazard or an obstruction to the path should be removed from the surface of the path.

- c) Hedges presenting an obstruction or overgrowth of the path should be cut back in accordance with DARD's **Hedgerow Code of Practice**. Cutting of hedges is to take place in February to mid-March. However, if passage along a path is obstructed, or if woody vegetation could constitute a hazard to walkers or riders, then cutting may take place outside this period provided it is outside the bird-nesting season. All cuttings are to be removed from the site or disposed of in a way agreed by the Council's Access Officer. No burning of whins or other vegetation is to take place along a path without prior consultation with the Council's Access Officer.
- d) During maintenance the Trust shall undertake minor repairs to paths such as the fixing of broken gates, replacement of way marks, repair to stiles, replacement and repair of signposts and path work to address health and safety issues etc. in consultation with the Council's Access Officer. The Council to pay for necessary materials to undertake such repairs.
- e) On the completion of each 'cut' cycle, the Trust will provide to the Council a written report of the paths on which work has been undertaken during the annual maintenance period specifying when work was commenced, completed and any problems relating to the path in terms of repair.

## 2. Maintenance of Car Parks

The Trust shall undertake the following works at the sites set out in Appendix 'B':

- a) Litterbins emptied at least once per week during the term of the agreement
- b) Litter pick of site once per week to include removal of broken glass and cigarette butts during the term of the agreement.
- c) Grass cutting of entire site once per month during April, May, June, July, August, September and October.
- d) Fly tipping to be reported to Down District Council environmental health department for removal.
- e) Damage and surface repairs needs to be reported and identified.

## 3. Maintenance of Road Cycle Trails

The Trust will carry out two maintenance visits in April/May and September/October to the sections of the following cycling trails in the Down District Council area (Appendix 'C'):

On each visit the Trust will:

- Clear any vegetation obstructing signs.
- Wipe surface of plate with soapy water
- Straighten posts that are leaning
- Remove graffiti from plates where able
- Report any posts and plates that need replacing to the Council's Access Officer
- Carry out repairs following consultation with the Council's Access Officer. The Council to pay for materials necessary to carry out agreed repairs.

#### **4. Maintenance of Key long distance and access routes - Newcastle Way, Mourne Way, Granite Trail and Glen River Path – and network of upland stiles**

4.1 The Trust will carry out two maintenance visits in April/May and September/October

On each visit the Trust will:

- Clear any vegetation obstructing signs.
- Wipe surface of plate with soapy water
- Straighten posts that are leaning
- Remove graffiti from plates where able
- Report any posts and plates that need replacing to the Council's Access Officer
- Carry out repairs following consultation with the Council's Access Officer. The Council to pay for materials necessary to carry out agreed repairs.
- Rebrand trail signage/advise on revised route and install

4.2 The Trust will maintain the network of stiles (set out in Appendix 'D') providing an essential access tool for recreational use, including;

- Replacement of non-slip surfacing
- Repairs to the stile structure
- Annual application of wood preservative

#### **5. Maintenance of Interpretive Panels**

The Trust will carry out two maintenance visits in April/May and September/October to all panels installed as part of the Mourne Interpretative Strategy (Appendix 'E').

On each visit the Trust will:

- Check all fixing panels and renew if necessary
- Wipe surface of plate with soapy water
- Paint plinths as required if rusted
- Remove graffiti from panels where able
- Record and report any plinths that need replacing
- Carry out repairs following consultation with the Council's Access Officer. The Council to pay for materials.

#### **6. Mourne Ranger Service:**

It is agreed that the Trust shall, in respect of the Mourne Ranger Service, undertake the key outputs with the following specific targets.

- a. To source, plan and implement at least 10 Mourne Conservation Volunteer and Volunteer Ranger project days in the Down District Council area.
- b. In order to satisfy Council public liability insurance requirements the Ranger will undertake regular audits of the conditions of Rights of Way in the Down District Council area of the AONB. The Ranger will complete a monthly audit of the Urban Rights of Way (as listed in Appendix A) using the pro forma checklist provided by Down District Council and quarterly audit of the Rights of Way in rural locations. Completed survey forms shall be submitted to the Council's Access Officer for action.
- c. In addition, to provide an annual written monitoring report in respect of any monitoring of sites undertaken in the Down District Council area, noting any problems with litter, vandalism etc.

This service will be complemented by those of the **Access Ranger** who will carry out user and land owner engagement and develop and implement solutions to adverse impacts and conflicts arising from countryside access.

## 6. Communication and Public Relations

It is agreed that all Tourist Information Points (TIPs) within the Mourne AONB shall carry information on activities and attractions in the AONB. Mourne Heritage Trust to co-ordinate the servicing of TIPs with relevant information.

## 7. Fund Raising:

It is agreed that the Trust shall attempt to identify and secure funding for additional projects within the area as appropriate. Currently this includes the £3.1m Mourne Mountains Landscape Partnership

## 8. Mourne International Working Festival and other large scale events

Provide advice and support for Mourne International Walking festival including water stops, support vehicles, ad hoc maintenance. Acting as first point of contact in providing support and advice to the growing number of mass participation events in Mourne.

## 9. Mourne Sustainable Tourism Development

The Trust will provide a number of services in support of tourism development and visitor servicing in the Mourne AONB. Routine work includes support to the TICs for enquiries and information needs relating to outdoor recreation and the natural and cultural heritage of the area as well as support to Council in its development of the Mourne Mountains and Ring of Gullion Destination. Specific Projects are set out annually and for 2016/17 include the following:

- Provision of a new visitor experience/ focal point in Watertown House at Silent Valley;
- Input to Mourne Gateway Development feasibility study;
- Implementation of Interreg Slieve Donard visitor management project
- Scoping of 'Narnia Phase II' and seeking funding implementation;
- Contributing to funding applications/implementation plans for: Kilbroney Masterplan (Louise Browne Consulting); Castlewellan Arboretum and Walled Garden (HLF application to be developed); Silent Valley Catchment Masterplan (RPS for NI Water); Coastal Walking Routes feasibility study (ORNI for Councils and MHT) and Mourne Coastal Route Masterplan (Aecom for TNI and Councils);
- Continuing to support policy and strategy development with a particular emphasis on input to the Newry, Mourne and Down Tourism Strategy and assisting the practical roll out of DETI's Tourism Strategy and TNI's 'proposition(s) of scale'

## 10. Castlewellan and Rostrevor Mountain Bike Trail Ranger Service

The Trust will employ and support a Mountain Bike Trail Ranger to provide specific trail management services, undertaking functions related to trail inspection and maintenance, stakeholder liaison and user engagement as set out in the Mountain Bike Trail Management Plan. Key functions as follows:

- Trail inspection, maintenance and record keeping - carried out according to standards set out in the Mournes Mountain Bike Project Management Plan
- Auditing inherited trail inspection regime and establishing auditable ranger logs and reporting systems
- Assistance to Council with the development of management documents and procedures
- Post build snagging and identifying and rectifying teething problems (e.g. inappropriate location of boulders at downhill cross over points and signage issues)
- Liaison with District Councils, ORNI and trail designer Dafydd Davis to clarify trail management issues including above desire lines on downhill trails in Rostrevor including a meeting and site visit
- User Engagement and Management



- Liaison with stakeholders including:
  - Trail Providers – Newry & Mourne District Council and Down District Council
  - Property Owner - Forest Service NI
  - Trail Promoter - Outdoor Recreation NI
  - Mountain Bike Service Providers – e.g. bike hire, event's organisers, coaches.
- Assisting Emergency Services at accidents, processing accident report forms and post-accident inspections and meetings and development of Emergence Services Plan
- Facilitating Mourne Volunteer Mountain Bike Ranger activity
- Facilitation of and pre and post event management of Mountain Bike events
- Issuing of Coaching and Guiding Permits and management of payments for both sites

An enhanced service for managing the Council's licence commitments in the forests is proposed for 2016/17 to add to the mountain bike network the Walking Trails in Castlewellan and Bunkers Hill and associated recreation infrastructure in these locations and at Tollymore Forest Park. For these purposes the Mountain Bike Ranger will become a Forest Trails Ranger and will be assisted by two teams of two Countryside Officers (Forests) along with the capacity to draw on casual assistants for tree clearance, events, emergencies and additional visitor managements at times of peak use.

**APPENDICES**

- A List of asserted rights of way maintained by Mourne Heritage Trust
- B List and map of car parks and amenity sites
- C List of signage
- D Map of cycle routes and posts
- E List of stiles

**APPENDIX 'A'****ASSERTED PUBLIC RIGHTS OF WAY MAINTAINED BY MOURNE HERITAGE TRUST****DOWN DC AREA**

- CD/RW/5519 Cumran Lane, Clough
- CD/RW/5524 Clonvaraghan Road to Ballywillwill Road, Castlewellan (BP)
- CD/RW/5534 Castlewellan Road to the Square, Clough
- CD/RW/7000 Bath Lane, Newcastle
- CD/RW/7001 Glen River, Newcastle
- CD/RW/8000 Trassey Track
- CD/RW/8001 Kilcoo Graveyard, Kilcoo
- CD/RW/8002 Magee's Walk, Castlewellan
- CD/RW/8003 Rock Lane, Castlewellan
- CD/RW/8004 Cow Lane, Castlewellan
- CD/RW/8005 Caskell Lane, Castlewellan
- CD/RW/8006 Castle Lane, Dundrum
- CD/RW/8007 Back Lane, Dundrum
- CD/RW/8009 Dam Walk, Dundrum
- CD/RW/8010 Wild Forest Lane, Newcastle (BP)
- CD/RW/8010 Tipperary Lane, Newcastle
- CD/RW/8011 McSherry's Lane, Castlewellan (BP)
- CD/RW/8013 Manse Lane, Dundrum
- CD/RW/8014 Drumee Cemetery, Castlewellan (BP)
- CD/RW/8016 Drumee Road to Carnacaville Road, Castlewellan (BP)
- CD/RW/8017 Drumee Cemetery to Drumee/Camacaville Rd laneway, Castlewellan (BP)
- CD/RW/8018 Lower Burren Road to Newcastle Road.
- CD/RW/8019 Carnacaville Road to Church Hill Road, Castlewellan (BP)
- CD/RW/8020 Barbican Farm to Wild Forest Lane, Newcastle (BP)
- CD/RW/8021 Tullybrannigan Road to Tullybrannigan Road Loop, Newcastle (BP)
- CD/RW/8027 Kilmegan Road to Priests Road, Castlewellan
- CD/RW/8028 Kilmegan Road to Wateresk Road (BP)
- CD/RW/8031 Drumee Road to Dundrinne Road Upper, Castlewellan (BP)

CD/RW/8032 Dundrinne Road to Brook Cottage, Castlewellaan (BP)

CD/RW/8037 Green Lane, Burrenreagh, Castlewellaan

CD/RW/8038 McCleans Close, Tullyree

CD/RW/8044 Drumee PROW to Newcastle Road, Newcastle

Asserted Urban Public Rights of Way to be included within monthly audit procedures  
april to september inclusive

CD/RW/5534 Castlewellaan Road to the Square, Clough

CD/RW/7000 Bath Lane, Newcastle

CD/RW/7006 King Street and South Promenade, Newcastle

CD/RW/8002 Magee's Walk, Castlewellaan

CD/RW/8006 Castle Lane, Dundrum

CD/RW/8004 Cow Lane, Castlewellaan

CD/RW/8007 Back Lane, Dundrum

CD/RW/8009 Dam Walk, Dundrum

CD/RW/8010 Wild Forest Lane, Newcastle

CD/RW/8010 Tipperary Lane, Newcastle

CD/RW/8013 Manse Lane, Dundrum

### Banbridge DC area

	Path Name	Reference	Gird Ref	Use	Date Asserted
1	Slievenaboley Road to Legananny Road – Windy Gap Pad	FP(a)151	J275433	Footpath	1992
2	Money nabane Road to Drumboy Road, Dromara	FP(a)145	J323484	Bridleway	1993
3	Money nabane Road to Castlewellaan Road, Dromara	FP(a)129	J318485	Bridleway	1993
4	Rathfriland Road to Lighthouse Road (The Moat Pad and Adders Loaning)	FP(a)155 /156	J279417	Footpath	1993/94
5	Crabtree Road to School Road (past Annahinchigo Lake), Ballyronney.	FP(a)193	J243366	Footpath	1994
6	Lackan Road to Dicksons Hill Road – 'The Green Road', Ballyronney.	FP(a)143	J244368	Footpath	1996
7	Lairds Road to Drumgooland Road	FP(a)201	J230405	Footpath	1997
8	Doyles Road to Lairds Road	FP(a) 199	J229414	Footpath	1999
9	Eelwire Road to Flush Road	FT(a)139	J383264	Footpath	2001
10	'Pass Loaning' - Drin Road to Slieve Croob Transmitter Road		J299477	Footpath	N/A
11	Binder's Cove/ Finnis Souterrain – Access Path to Souterrain		J272442		N/A

### Newry & Mourne DC Area

Rourke's Park

## **Appendix 'B'**

### **Car Parks and Amenity Sites**

Moneyscalp

Trassey Car

Blue Quarry (Ott)

Happy Valley Car Park

Slievenaslat (Play Rock)

Dree Hill

Windy Gap

Legananny Dolmen

Binder's Cove Souterrain

Dolly's Brae

Lighthouse Road

Quarter road

Carricklittle

Banns Road

Leitrim Lodge

Sandbank Road

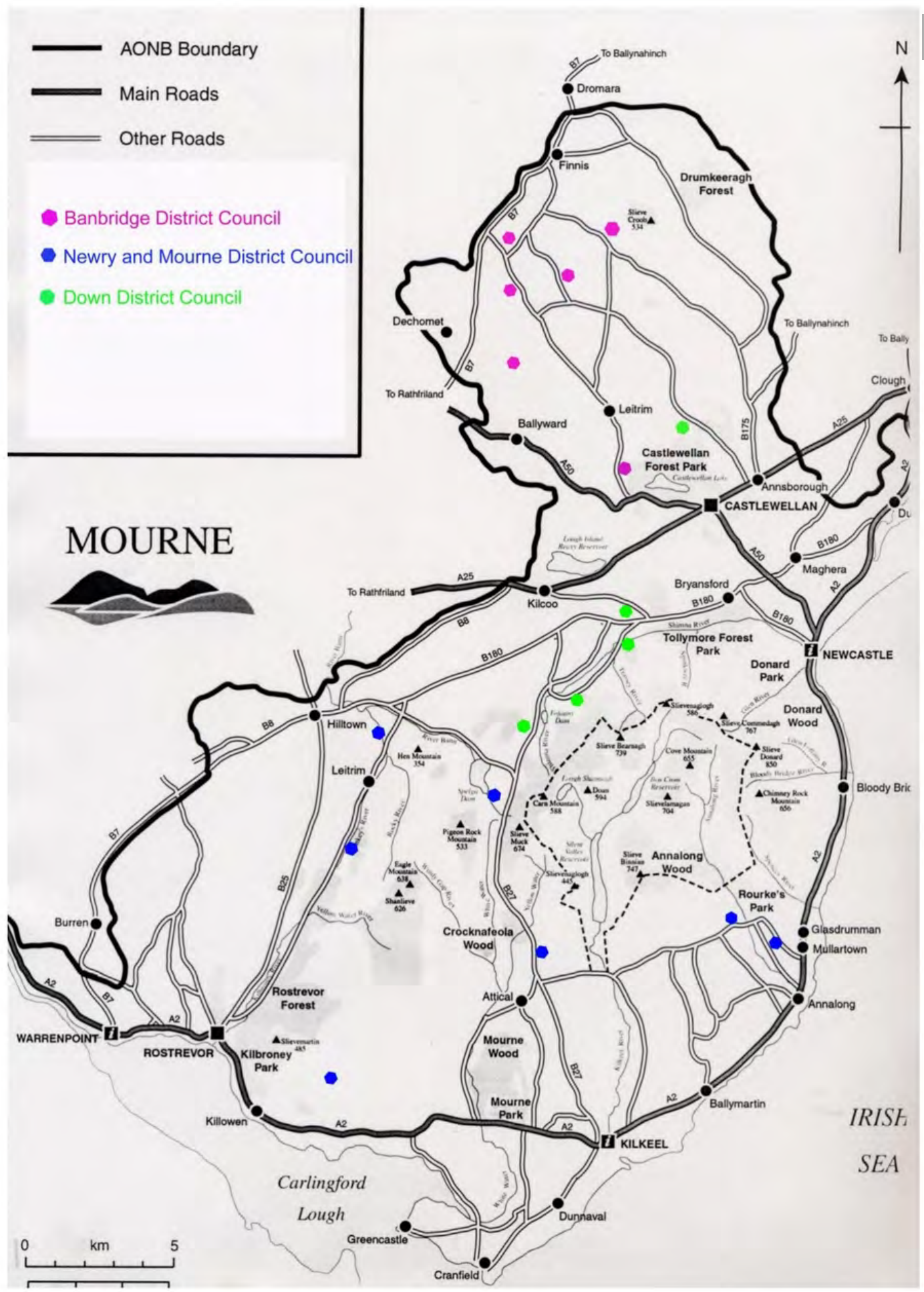
Kilfeaghan Lane

Crocknafeola Forest

Deers Meadow

6 lay-bys along the Moyad and Slievenaman Roads







Appendix C  
Cycle Routes



## Appendix D

### List of Stiles maintained

	Map Location	Grid Ref.	Location
1	1	294224	Jnctn. Mourne wall below Slievenaglough
2	2	293237	Banns Rd at red gate
3	3	272254	Spelga Rd Cairn Hills lhs
4	3A	272254	Spelga Rd Cairn Hills rhs
5	4	259217	Path wall jnctn. Slievemageogh
6	5 & 5A	247237	Wall jnctn. Windy gap
7	6	244230	Summit eagle mtn.
8	7A	279279	Ott car park top of steps
9	11	288260	Summit of Carn mtn.
10	12	304282	Top of Ott track wall jnctn.
11	13	297275	Col between Loughshannagh and meelbeg
12	14	304282	Col between Meelbeg & Meelmore
13	15	306288	Summit of Meelmore
14	16	309282	Pollaphuca
15	17	323287	Hares gap wall jnctn.
16	18	328291	Summit of Slievenaglough
17	19	344285	Summit of Slieve Commedagh
18	20	350279	Col between Commedagh and Donard
19	21	358277	Summit of Slieve Donard
20	22	354268	Bog of Donard
21	23	354249	Long Seefin wall path jnctn.
22	24	360231	Round Seefin
23	25	360229	Rourkes Park path wall jnctn.
24	26	353235	Top of Hamiltons lane near Dunnywater
25	27	335243	Annalong Path wall jnctn.
26	28	322234	Summit of Slieve Binnian rhs
27	29	318227	Col between Binnian and wee Binnan
28	30	315221	Col between Binnian and Moolieve
29	31	310215	Moolieve wall path junction.
30	32	308214	Silent Valley Mourne wall
31	33	282251	Summit Slieve Muck
32	34	315255	Ben Crom reservoir
33	35	275264	Spelga rd



**Appendix E****List of Interpretive Panels**

1. Bloody Bridge
  2. Newcastle Harbour
  3. Widows Row
  4. Slieve Donard
  5. Donard Forest A and B
  6. Newcastle Centre
  7. Shimna River
  8. Newcastle Bay
  9. Dundrum Castle A and B
  10. Dundrum Town centre A and B
  11. Dundrum Inner Bay
  12. Maghera Old Church
  13. Castlewellan town centre A and B
  14. Castlewellan Town centre (Newcastle Challenge Trail)
  15. Castlewellan Forest Park
  16. Tollymore Forest Park A and B
  17. Maghera Village (Newcastle Challenge Trail)
  18. Slievenalsat
  19. Castle Park Newcastle (Newcastle Challenge Trail)
  20. Tollymore Forest Park Exit (Newcastle Challenge Trail)
  21. 12 Arch Bridge (Newcastle Challenge Trail)
  22. Ott car park
  23. Granite Trail
  24. Murlough Board Walk - Dundrum Bay
  25. Irish Monastic Community
  26. Playrock
  27. Happy Valley
  28. Granite Quarrying
  29. Ice House
  30. Annesley Demesne/Summer House
- 
31. Dree Hill
  32. Windy Gap
  33. Legananny Dolmen
  34. Binder's Cove Souterrain
  35. Dolly's Brae
  36. Lighthouse Road
- 
37. Kilkeel harbour
  38. Killkeel town square (a)
  39. Killkeel town square (b)
  40. Greencastle (a)
  41. Greencastle (b)
  42. Rostrevor (Kilbroney graveyard)
  43. Rostrevor (town centre)
  44. Ross monument, Rostrevor
  45. Warrenpoint (a)
  46. Warrenpoint (b)
  47. Narrow Water Castle

48. Hilltown
49. Spelga Dam
50. Banns Road and Lough Shannagh
51. Silent Valley (pond)
52. Mourne Wall (Silent valley)
53. Farming in the Mournes (Carricklittle)
54. Ballymartin (village)
55. Bloody Bridge
56. Leitrim Lodge Car Park (new panel through car park enhancement)
57. Sandbank Road (new panel through car park enhancement)
58. Quarter Road (new panel through car park enhancement)

And 2 country code signs at the following locations encouraging good countryside practice:

1. Kilbroney Bridge
2. Leitrim Lodge



# OUTDOOR RECREATION

NORTHERN IRELAND

## Proposal for the delivery of the MountainBikeNI Consortium 2017 – 2018 – February 2017

Outdoor Recreation NI has prepared this proposal in order to request support from trail managing Councils for the period 1<sup>st</sup> April 2017 – 31<sup>st</sup> March 2018.

This proposal outlines:

1. Current Position 2016 / 2017
2. Proposal for 2017 / 2018
3. Overview of Outputs
4. Added value gained from adopting a consortium approach

### 1. Current Position 2016 / 2017

#### Delivery of Outputs

Partner	MUDC / £	NMDDC / £	BCC / £
Partner Support	16,666	23,332	5,000
Sponsorship Contribution	5,000	10,000	0
Partner Total	21,666	33,332	5,000
% of Delivery Capacity	36%	56%	8%

#### Campaigns

Source	Amount / £	% of campaign delivery
Newry, Mourne and Down District Council	13,000	61%
Mid Ulster District Council	8,250	39%
<b>TOTAL</b>	<b>21,250</b>	<b>100%</b>

### 2. Proposal 2017 / 2018

This proposal reflects the:

- level of support indicated by each trail managing Council at the MountainBikeNI Consortium Meeting on 28<sup>th</sup> February 2017
  - Maintenance of current support from Wiggle / CRC, MUDC and BCC
  - 50% reduction in current support from NMDDC
  - Reduction in total delivery of outputs capacity to 80% of previous
  - Reduction in total campaign spend to 71% of previous
- key recommendations within the Tourism NI Mountain Bike Northern Ireland Research Study
- Tourism Strategies for both Mid Ulster District Council and Newry, Mourne and Down District Council

#### Delivery of Outputs

Partner	MUDC / £	NMDDC / £	BCC / £
Partner Support	16,666	11,666	5,000
Sponsorship Contribution	5,000	10,000	0
Partner Total	21,666	21,666	5,000
% of Delivery Capacity	45%	45%	10%

#### Campaigns

Source	Amount / £	% of campaign delivery
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Newry, Mourne and Down District Council	6,500	43%
Mid Ulster District Council	8,575	57%
<b>TOTAL</b>	<b>15,075</b>	<b>100%</b>

### 3. Overview of Outputs:

Outdoor Recreation NI will assign staff resources to the MountainBikeNI Consortium in order to continue to promote Northern Ireland as a 'must visit mountain bike destination'.

Whilst promotion will take place under the MountainBikeNI umbrella brand each destination will be clearly differentiated within marketing activity.

The focus of marketing activity will be within Northern Ireland and the Republic of Ireland in order to deliver on key objectives:

- Increase number of visits within each trail centre
- Increase the engagement of mountain bikers with the local economy i.e. increase economic impact

Partner	MUDC	NMDDC	BCC
<b>Partner Support</b>	16,666	11,666	5,000
<b>Sponsorship Contribution</b>	5,000	10,000	0
<b>Partner Total</b>	21,666	21,666	5,000
<b>% of Delivery Capacity</b>	45%	45%	10%
<b>Fundamental Outputs</b>			
Mountain Bike NI Consortium	✓	✓	✓
MountainBikeNI.com Website	✓	✓	✓
Customer Interaction	✓	✓	✓
<b>Trail Centre Specific Outputs</b>			
Trail Cards E-commerce	✓	✓	×
Mountain Bike NI Trails Team (Volunteer Ranger Scheme)	✓	✓	✓
Sponsorship Liaison	✓	✓	×
<b>Marketing Outputs</b>			
NI Marketing via MTBNI Channels	✓	✓	✓
NI Marketing Campaigns	✓ (£2075)	×	×
ROI Marketing Campaigns	✓ (£6500)	✓ (£6500)	×
Destination Support / Business Upskilling	✓	✓	×

In addition and at no further cost to partners, ORNI will take the strategic lead on:

- MTB Research
- Revision of Mountain Bike Strategy for Northern Ireland

#### A. Fundamental Outputs

##### A.1. MountainBikeNI Consortium

- Act as the Secretariat for the MountainBikeNI Consortium - minimum of 2 meetings per annum
- Agree meeting dates, venue, agenda and circulate minutes
- Prepare and agree annual work programme and provide a progress report on a quarterly basis

## A.2. MountainBikeNI.com Website

- Manage and maintain the MountainBikeNI.com website including:
  - All Trail Centres
    - Manage Trail Centre Profile including event calendar in liaison with trail managers
    - Update of Trail Conditions (diversions, closures etc) as required in liaison with trail managers
  - National Trail Centres Only
    - Annual update of downloadable online destination guides
    - Proactive liaison with local tourism service providers (accommodation and eatery) to ensure their web profiles are targeted to the mountain bike market and offers are available in line with campaigns
- Grow unique visitors to website by 5% year on year
- Continue to provide high quality and accurate information and content (as required) for Tourism Northern Ireland's consumer website DiscoverNorthernIreland.com
- Provide accurate information and content (as required) for councils' tourism websites
- Proactive Search Engine Optimisation (SEO) to ensure competitive Google Ranking for key terms in both Great Britain (GB) and Republic of Ireland (ROI) markets

## A.3. Customer Interaction

- Deal with customer enquiries via telephone, email and social media in a timely manner

## B. Trail Centre Specific Outputs

### B.1. Trail Cards

- Manage and maintain the e-commerce platform within MountainBikeNI.com
- Proactively engage with tourism service providers and relevant retail outlets to encourage stocking and sale of trail cards
- Facilitate any reprint / redesign of trail cards<sup>1</sup>
- Provide quarterly report of trail card sales within overall work programme report

### B.2. MountainBikeNI Trails Team (Volunteer Ranger Scheme)<sup>2</sup>

- Lead the recruitment of MTB volunteers and manage database
- Communicate dates of maintenance days and allocate volunteers
- Manage MountainBikeNI Trails Team Facebook Group
- Proactively publicise the work of the MountainBikeNI Trails Team
- Organise a training and reward programme in conjunction with the trail sponsor

### B.3. Sponsorship Liaison

- In partnership with National Trail Centre managing councils recruit a title sponsor for MountainBikeNI.com and the National Trail Centres
- Agree annual support programme with sponsors and act as key liaison to maximise benefits of both parties
- Manage the ongoing relationship with the sponsor

## C. Marketing Outputs

### C.1. NI Marketing via MTBNI Channels

- Increase awareness levels, visitation and spend from NI based Mountain bikers via:

<sup>1</sup> Additional budget will be required for trail card design and print costs

<sup>2</sup> Council partners to deliver maintenance days including provision of lunch

- Design and implementation of the annual content, social media and e-marketing plan against key segments and trigger points
- Create and circulate positive media stories to local and NI media re mountain biking and events, ensuring prominent destination / local authority message (as appropriate)

### **C.2. NI Marketing Campaigns – MUDC Only**

- Increase awareness levels, visitation and spend from NI based Mountain bikers through the further enhancement of activities under C.1 via:
  - Delivery of a targeted campaign activity (within budget – proposed £2075) to include editorial, advertorial, advertising (online / offline bundles), advocacy, PR FAM Trips

### **C.3. ROI Marketing Campaigns**

- Increase awareness levels, visitation and spend from ROI based Mountain bikers via:
  - Delivery of a targeted campaign activity (within budget – proposed £13,000) to include editorial, advertorial, advertising (online / offline bundles), advocacy, PR FAM Trips

### **C.4. Destination Support and Business Upskilling**

- Business Upskilling:
  - Support Council workshops for local tourism service providers
  - Proactive engagement with local tourism service providers (accommodation, eateries and activity providers) to ensure:
    - their offering is targeted to the mountain bike market i.e. 'MTB Friendly'
    - innovative offers are available in line with campaigns
    - increased awareness of MTB product offering within their destination
  - Deliver on-line toolkit for local tourism service providers including visitor profiles and requirements, product and service advice, marketing recommendations / opportunities and best practice benchmarking
  - Distribution of two e-newsletters to relevant stakeholders re marketing campaign updates, promotional opportunities and support
- Destination Support:
  - Provide support to Council Tourism teams to accurately incorporate the promotion of mountain biking within a wider tourism offering

### **D. MTB Research**

- Conduct on-line surveys with local businesses to establish a barometer relating to economic impact
- Proactively liaise with Tourism Northern Ireland to gain detailed understanding of methodology utilised within Mountain Bike Northern Ireland Research Study
  - Utilise learnings to identify requirements for ongoing comparable research relating to economic impact
  - Conduct primary research and analysis to provide an update on research findings relating to economic impact (Budget Dependent)

### **E. MTB Strategy**

- The Mountain Bike Strategy for Northern Ireland 2014-2024 identified the requirement for formal review pending research findings
- ORNI will proactive liaise with key stakeholders to agree a revised Strategy to reflect:
  - Tourism NI – Mountain Bike Northern Ireland Research Study
  - Department for Economy – Tourism Strategy (pending release)
  - Local authority – Community Plans, Tourism Strategy / Action Plans, Recreation Strategy / Action Plans
  - Sport NI – Sport and Physical Activity Participation Study



#### 4. Added value gained from adopting a consortium approach

Outdoor Recreation NI is able to provide the following added value to those councils supporting the MountainBikeNI Consortium:

##### Consortium Approach

A consortium approach provides the following benefits:

- **Economies of scale** in campaign costs, project costs such as MTB Research
- The ability to **cross sell** between trail centres i.e. consumers interested in or visiting the Mourne based trails will learn about the Davagh Trails and vice versa
- A greater potential to attract (via tender) a **sponsor**
- **Improved brand, destination and product recognition**

##### Marketing Foundation

The following marketing foundation is already in place – reducing the need for supporting councils to further invest elsewhere:

- MountainBikeNI.com website
- E-marketing Database of 11,800
- Social media following of 15,500
- Strong relationship with MTB journalists demonstrated by generation of PR worth an equivalent advertising value of £1.3 million since April 2013

##### Expertise & Knowledge

Outdoor Recreation Northern Ireland is a not-for-profit organisation whose role is to develop, manage and promote outdoor recreation across Northern Ireland therefore those councils supporting the consortium benefit from its significant expertise and knowledge.

- Product knowledge gained from:
  - proactive campaigning for 10+ years for the development of mountain biking in Northern Ireland
  - driving the development of Rostrevor, Castlewellan, Blessingbourne, Castle Ward and Barnett Demesne Mountain Bike Trails
- Visitor Safety knowledge gained from:
  - membership of Visitor Safety in the Countryside Group (VSCG)
  - staff training investment including VSCG and other relevant workshops
- Mountain bike market knowledge gained from proactive:
  - benchmarking from competitor destinations
  - engagement with UK and ROI wide industry experts
  - staff training investment including learning journeys and industry conferences
- Marketing expertise gained from:
  - 9+ years of proactively promoting outdoor recreation / activity tourism in Northern Ireland via Outdoor Recreation NI platforms such as OutdoorNI.com. WalkNI.com
  - 9+ years delivering activity tourism marketing outputs for Tourism Northern Ireland

**AGREEMENT FOR THE PROVISION OF RNLI LIFEGUARD SERVICES**

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### Section 1

THIS AGREEMENT IS MADE BETWEEN:-

- (1) **NEWRY CITY, MOURNE AND DOWN DISTRICT COUNCIL** of 24 Strangford Road, Downpatrick, Co Down, BT30 6SR Comhairle Ceantair, an Iúir, Mhúrn agus an Dúin, Newry Mourne and Down District Council, Oifig Dhún Pádraig, Downpatrick Office, Downshire Civic Centre, Downshire Estate, Ardglass Road, Downpatrick, BT30 6GQ (“Beach Operator”) and
- (2) **ROYAL NATIONAL LIFEBOAT INSTITUTION**, charity registered in England & Wales (no. 209603) and Scotland (no. SC037736) and with charity number CHY 2678 in the Republic of Ireland of West Quay Road, Poole, Dorset BH15 1HZ (“RNLI”).

### INTRODUCTION

1. The RNLI is a charity with the objects of saving lives and promoting safety at sea and

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on inland waters. In pursuance of its objects the RNLI provides Lifeguard Patrols on various beaches.

2. The Beach Operator wishes to appoint the RNLI to provide the Services on the beaches referred to below and the RNLI has agreed to do so.

**IN CONSIDERATION OF** the payments and mutual promises contained in this Agreement the parties agree as follows:-

### 1. Definitions and Interpretation

- 1.1. In this Agreement the following words shall have the following meanings unless the context requires otherwise:-

Term	Meaning
Authorised Representative	A person indicated in Section 5 as being an Authorised Representative of a party for the purposes of communication and approvals in relation to this Agreement, or such other person as shall be notified by an Authorised Representative or director or officer of the applicable party to the other party in writing from time to time
Bespoke Materials	RNLI Materials produced during the Term specifically for the Beach Operator
Contract Manager	A person indicated in Section 5 as being the Contract Manager
Contribution(s)	The sums payable by the Beach Operator to the RNLI for the Services from time to time as set out in Section 4 as adjusted in accordance with this Agreement
DPA	Data Protection Act 1998
Effective Date	The date on which this Agreement is signed by the second party to sign it (as indicated in the signature box at the end of this Agreement) or, where this Agreement is signed after the Services Start Date, then the Services Start Date
Employee Liabilities	In relation to an employee, means any costs and/or liabilities arising out of or in connection with the employment of that employee or the termination of such employment including any:- <ul style="list-style-type: none"> <li>• Contractual entitlement in respect of salary, wages or other emoluments;</li> <li>• Employer's national insurance contributions;</li> <li>• Pay as you earn tax deductions;</li> </ul>

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	<p>Pension contributions, liabilities or payments;</p> <ul style="list-style-type: none"> <li>• Any reimbursement of employee expenses; and</li> <li>• Any settlements, awards, costs or penalties arising in connection with any dispute between that employee (or trades union representing that employee) and his/her employer and/or arising out of or in connection with the termination of employment of that employee, including all legal expenses and other professional fees (together with any VAT on such expenses and fees)</li> </ul>
Fundraising and Promotion Plan	The plan at Section 7 (as amended from time to time in accordance with this Agreement)
Initial Period	The period from the Effective Date to 31 December 2021
Initial Transfer Date	Not applicable as there are no Transferring Beach Operator Employees
Lease	A lease to be entered into between the RNLI and the Beach Operator in respect of a Leased Shore Facility
Leased Shore Facility	A Shore Facility designated as a Leased Shore Facility in the Shore Facilities Table
Lease Terms	The terms on which any Lease is to be granted as set out in Section 11.4
Liability	<p>(a) Liability to make a payment as a result of a claim, action or proceedings, including any fine or penalty imposed by a regulatory authority and any sum paid on the advice of legal advisers to compromise or settle any claim; and</p> <p>(b) Reasonable legal and other costs or expenses and VAT incurred in relation to any claim, action or proceedings</p>
Licence Rights	The rights granted to the RNLI in Section 11.3 paragraph 3
Licence Terms	The licence provisions set out in Section 11.3
Licensed Area	The area of land owned or leased by the Beach Operator where a Temporary Shore Facility is to be located (or may be located) as indicated in Section 11.5
Licensed Non-Temporary Shore Facility	A Shore Facility which is designated as a Licensed Non-Temporary Shore Facility in the Shore Facilities Table
Licensed Temporary	A Temporary Shore Facility which is designated as a Licensed

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Shore Facility	Temporary Shore Facility in the Shore Facilities Table
Lifeguard	Someone who may perform any of the activities involved in a Lifeguard Patrol, including rescuing or assisting individuals in the sea
Lifeguard Patrol	<p>A combination of the following activities performed on the beach or adjacent land or water:-</p> <ul style="list-style-type: none"> <li>• Providing beach or water safety information, signs, flags or equipment;</li> <li>• Zoning off areas of the sea for specified activities, e.g. swimming, surfing;</li> <li>• Monitoring the beach or water for individuals needing rescuing or assistance;</li> <li>• Rescuing or assisting individuals in the water;</li> <li>• Rescuing or providing first aid to individuals on the beach; and</li> <li>• Helping to find or return lost children</li> </ul>
Patrolled Area	In respect of each Patrolled Beach, the area of land and adjacent water outlined in the RNLI's Local Operating Procedures relating to that beach
Patrolled Beaches	The beaches listed in the Patrol List
Patrol List	The list at Section 3 detailing the beaches to be patrolled by the RNLI as part of the Services
Pension Related Liabilities	In relation to an employee, means any pension contributions, liabilities, payments or costs arising out of or in connection with the employment of that employee or the termination of such employment and any settlements, awards, costs or penalties relating to pensions arising in connection with any dispute between that employee (or trade union representing that employee) and his/her employer and/or arising out of or in connection with the termination of employment of that employee. For the avoidance of doubt Pension Related Liabilities shall include any costs in connection with any indemnity or bond entered into under an admission agreement entered into in accordance with the Local Government Pension Scheme Regulations 2013.
Permitted Development	The installation of a Licensed or Leased Shore Facility that does not require Planning Permission
Replacement Provider	Any provider who following termination of this Agreement is to provide all or part of the Services in place of the RNLI

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Rights	All copyright, trade marks, service marks, trade names, business and domain names and related rights, rights in designs, database rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world
Risk Assessment	The document to be prepared by the RNLI in relation to the Patrolled Beaches as referred to in the Specification
RNLI Materials	<ul style="list-style-type: none"> <li>Promotional, publicity or other materials relating to the RNLI or containing any of the RNLI Trade Marks; and</li> <li>Beach, water safety or other materials created by the RNLI in connection with the provision of the Services or otherwise supplied by the RNLI to the Beach Operator</li> </ul> <p>(including signs, posters, leaflets, banners, badges, stickers, forms, photographs, models, press releases, publications, reports, assessments, films, video recordings (including from Lifeguard helmet-cameras) or other audio or visual materials, logos, designs and website content)</p>
RNLI Personnel	The employees, contractors, agents or otherwise of the RNLI who are engaged by the RNLI in the provision of the Services
RNLI Temporary Shore Facility	A Temporary Shore Facility which is designated as an RNLI Temporary Shore Facility in the Shore Facilities Table
RNLI Trade Marks	<p>The following trade marks or any of them:-</p> <ul style="list-style-type: none"> <li>Royal National Lifeboat Institution</li> <li>Lifeboats</li> <li>RNLI</li> <li>RNLI Lifeguard</li> <li>RNLI flag logo</li> <li>Water Safety logo</li> </ul>
RPI	The All Items Retail Prices Index as published by the Office for National Statistics or any government department that takes over publication of the index
Season	The period during which the Services will be provided at each Patrolled Beach during each year of the Term as set out in the Season Plan for that year

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Season Plan	For each year of the Term, the document setting out the dates during which the various levels of Service will be provided by the RNLI
Services	The services to be provided by the RNLI under this Agreement, as set out in the Specification
Services Start Date	1 April 2017
Shore Facility (ies)	The facilities, mobile units, porta-cabins, buildings and/or structures to be used, or made available for use, by the RNLI in providing the Services
Shore Facility Location	The area where each Shore Facility is located or is to be located; or  In the case of Temporary Shore Facilities, the area within which the Shore Facility may be located  as shown for identification purposes only edged red on the plans attached at Section 11.5
Shore Facilities Table	The table at Section 11.1 setting out details of the Shore Facilities and Shore Facility Locations to be made available to the RNLI as amended by agreement of the parties from time to time
Specification	The written specification describing the Services to be provided by the RNLI to the Beach Operator as set out in Section 2
Temporary Shore Facility	A Shore Facility which consists of a temporary or semi-temporary building or lifeguard tower or a portacabin or other moveable facility and which is to be located in a Licensed Area
Term	The period of this Agreement in accordance with clause <del>2221</del>
Transferring Beach Operator Employees	Those employees of the Beach Operator (if any) listed in Section 8
Transferring Beach Operator Employees Schedule of Information	Not applicable as there are no Transferring Beach Operator Employees
Transferring Employees Schedule of	The schedule set out at Section 9 setting out the information and documents to be provided by a party in relation to transferring employees

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Information	
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 2006
Water Quality Notice(s)	Notice(s) displaying information relating to:- <ul style="list-style-type: none"> <li>• water quality;</li> <li>• contamination; and/or</li> <li>• designation of a beach as a bathing beach or non-bathing beach by DEFRA or any similar body</li> </ul>
Working Day	Any day Monday to Friday excluding bank holidays in England

## 1.2. In this Agreement:-

- 1.2.1. Use of the singular includes the plural and vice versa and use of any gender includes all genders;
- 1.2.2. Any reference to a statute, statutory provision or subordinate legislation ("legislation") shall be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation and to any subordinate legislation made from time to time under that provision;
- 1.2.3. Any reference to "person(s)" includes a body corporate, natural person, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal identity);
- 1.2.4. The clause headings are for convenience only and shall not affect its construction;
- 1.2.5. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the meaning of the words preceding those terms;
- 1.2.6. Reference to this Agreement or any other document are to this Agreement or that document as amended from time to time in accordance with this Agreement; and
- 1.2.7. Reference to clauses and Sections are references to clauses and Sections to this Agreement and all Sections form part of this Agreement and are deemed to be incorporated in it.

## 2. The Services

- 2.1. During the Term, the RNLI shall provide the Services during each Season in accordance with the Specification.
- 2.2. The Season Plan for the first calendar year of the Term is set out at Section 6. The Season Plan for each future calendar year during the Term shall be prepared by the RNLI in consultation with the Beach Operator to take account of anticipated levels of beach usage. The RNLI's proposed Season Plan shall be sent to the Beach Operator by the **1 March** immediately prior to the Season it relates to and the Beach Operator shall provide the RNLI with any comments on that proposed plan in writing within 10

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Working Days of receipt. If the Beach Operator makes no comments on the plan within that timescale it will be deemed to have approved the Season Plan. For the avoidance of doubt the RNLI shall not be held liable or responsible for any injury or death to visitors on the Patrolled Beaches occurring outside of the contracted Season dates as set out in Section 6.

- 2.3. The length of Service to be provided at the Patrolled Beaches has been agreed between the Beach Operator and the RNLI as set out in Section 6 and the Beach Operator has not opted for a longer length of Service. The Beach Operator is aware of their option to extend the Season and the RNLI are willing to do so, provided full recovery costs are paid to the RNLI by the Beach Operator and a prior agreed increase in Contribution is decided in accordance with clause 7.9.
- 2.4. In providing the Services the RNLI shall:-
  - 2.4.1. Use its reasonable endeavours to observe wherever appropriate:-
    - 2.4.1.1. Best practice lifeguarding principles;
    - 2.4.1.2. All applicable laws and regulations (including, so far as they place obligations upon the RNLI in the performance of its obligations under this Agreement, the Human Rights Act 1998 and equality legislation); and
    - 2.4.1.3. The provisions of the Beach Operator's Health and Safety at Work Policy and Safe Working Practices Policy, each as notified to the RNLI in writing; and
  - 2.4.2. Undertake, or refrain from undertaking, such acts as the Beach Operator requests so as to enable the Beach Operator to comply with its obligations under the Human Rights Act 1998.
- 2.5. In performing the Services the RNLI shall be entitled to display Water Quality Notices where the RNLI considers it appropriate to do so to protect public health at the Patrolled Areas. However, there is no obligation on the RNLI to produce or to display Water Quality Notices.
- 2.6. If the RNLI displays Water Quality Notices at the request of the Beach Operator:-
  - 2.6.1. The Beach Operator shall be responsible for:-
    - 2.6.1.1. Ensuring that the information to be included in such Water Quality Notices is provided by organisations with appropriate expertise in water quality; and
    - 2.6.1.2. Arranging for the information to be displayed in such Water Quality Notices to be provided to the RNLI and for paying any costs associated with obtaining that information;
  - 2.6.2. The RNLI shall not be responsible for the accuracy of the Water Quality Notices; and
  - 2.6.3. The Beach Operator shall indemnify the RNLI against any Liability incurred by the RNLI as a result of the RNLI displaying the Water Quality Notices.

### **3. The Beach Operator's obligations**

- 3.1. Throughout the Term the Beach Operator shall provide, or assist the RNLI to obtain, any permissions and consents which may be required to enable the RNLI to provide the Services.

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- 3.2. On the Effective Date the Beach Operator shall transfer to the RNLI free of charge such of the items listed in Section 10 as the RNLI indicates that it wishes to have.
- 3.3. So far as is reasonably possible and within the Beach Operator's control, the Beach Operator shall ensure that at all times during the Term:-
  - 3.3.1. All Patrolled Beaches, and all access points and routes to Patrolled Beaches, are maintained and cleaned to a reasonable standard;
  - 3.3.2. All means of access to the Patrolled Beaches are kept safe;
  - 3.3.3. Where appropriate, adequate signs warning of any dangers at access points are displayed prominently and properly maintained; and
  - 3.3.4. The RNLI have vehicular and pedestrian access to the Patrolled Beaches whether via public or private access routes.
- 3.4. Where Patrolled Beaches, access points and routes are privately owned and outside the control of the Beach Operator, the Beach Operator shall co-operate with the RNLI to encourage the land owner or other beach operator having control of such areas to ensure that they are kept in accordance with the requirements of clause 3.3.
- 3.5. The Beach Operator permits (or where it is not able to grant permission itself, shall procure permission from any third party from whom permission must be obtained) the RNLI Personnel to use the RNLI patrol vehicles over and along the Patrolled Beaches (including the Patrolled Area and any launch zones located at or adjacent to the Patrolled Beaches) for all purposes in connection with the provision of the Services.
- 3.6. During the Term, the Beach Operator shall:-
  - 3.6.1. Ensure that members of the public at the Patrolled Beaches are given adequate notification of relevant bathing and related byelaws through the provision of properly maintained signage detailing any activity which is prohibited and any requirements which must be complied with;
  - 3.6.2. Make provision for the enforcement of bye-laws relating to beach and water safety at the Patrolled Beaches and work with the RNLI to enforce those bye-laws;
  - 3.6.3. Use its reasonable endeavours to provide at the Patrolled Beaches, and maintain fit for use at all times, public rescue equipment and emergency telephones as agreed with the RNLI following the Risk Assessment;
  - 3.6.4. Provide free of charge:-
    - 3.6.4.1. A parking space and free parking permit for any patrol vehicle stationed at the beach;
    - 3.6.4.2. A free parking permit to all other RNLI Personnel attending in connection with the Services to enable them to park at the beach free of charge;
    - 3.6.4.3. On a needs basis, parking permits to RNLI Personnel including but not limited to community fundraisers, shoreworks management staff, educational team members and coastal safety team members;
    - 3.6.4.4. An allocated specific parking permit for each RNLI supervisor vehicle; and
    - 3.6.4.5. Access to the free local swimming pool from time to time for use by RNLI

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Personnel for the purposes of recruitment, assessment and training,  
subject to availability and adequate notice

- 3.6.5. Provide RNLI Personnel with such access to and use of the Beach Operator's premises, office accommodation, approved wash down facilities if available, and other facilities as may be agreed by the parties from time to time, in which case the Beach Operator shall ensure that such premises, facilities and equipment are safe and shall inform the RNLI Personnel of all health and safety rules and regulations that apply to those premises and facilities; and
  - 3.6.6. Provide RNLI Personnel access to welfare facilities free of charge for the duration of the Season as well as access to third party leased facilities; and
  - 3.6.7. Allow RNLI Personnel to dispose of all non-hazardous general waste and material for recycling in the appropriate Beach Operator provided bins on the Patrolled Beaches; and
  - 3.6.8. Ensure that any RNLI equipment kept at the Beach Operator's premises is not tampered with, damaged, used or disposed of by the Beach Operator, its staff or visitors unless authorised by the RNLI.
  - 3.6.9. Register the Beach as designated bathing water for the purposes of water quality sampling with the Environment Agency or undertake voluntary water quality testing to the same standard and inform the RNLI of the results if requested.
- 3.7. During the Term, the Beach Operator shall assist the RNLI in educating the public by:
- 3.7.1. Promoting links of RNLI Education web pages and downloadable resources for teachers on their website;
  - 3.7.2. Encourage all LEA (Local Education Authority) schools to have one talk per year on water safety (whether RNLI, RLSS, River and Canal Trust or similar partner organisation) to each year group;
  - 3.7.3. Sending out information on RNLI Education Programme offers to all PSHE/ SMSC teachers in every school in LEA and encourage uptake of talks;
  - 3.7.4. Invitations to any LEA/ teacher conferences to present on RNLI Education Programmes; and
  - 3.7.5. Sharing their lists of approved PSHE and SMSC contacts, if available, with the RNLI.
- 3.8. If the Beach Operator does, or omits to do, anything on any of the Patrolled Beaches which in the RNLI's reasonable opinion results in a danger to the public or to Lifeguards such that the RNLI is no longer prepared to provide the Services on that beach and the Beach Operator fails to remedy such situation within 30 days of receiving a written request from the RNLI to do so then the RNLI may remove that beach from the Patrol List in which case the Beach Operator shall reimburse the RNLI for any costs incurred by the RNLI in relation to Shore Facilities at that beach.
- 3.9. Subject to compliance by the RNLI with clause 19, the Beach Operator shall indemnify the RNLI against any Liability incurred by the RNLI as a result of a claim, action or proceedings against the RNLI relating to, or arising out of, the quality of water at, or adjacent to, the Patrolled Areas, whether such claim, action or proceedings is made by an employee or volunteer of the RNLI or by a member of the

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public.

- 3.10. Grant permission to the RNLI to operate Wi-Fi hotspots within the vicinity of all lifeguard facilities on the Patrolled Beaches, which will support the RNLI's 'opt-in' policy and provide water safety messages to all users. The Beach Operator will use its best endeavours to obtain such permissions from any third party owners of privately operated beaches.
- 3.11. Grant permission to the RNLI to provide all relevant incident data to the National Water Safety Forum for inclusion in the WAID database

#### 4. Shore Facilities

- 4.1. The RNLI shall not be required to provide Services in relation to any Patrolled Beach unless adequate Shore Facilities at that beach are available for use by the RNLI. The Beach Operator confirms that it is entitled to permit the RNLI to provide the Services at the Patrolled Beaches and to grant the Licence Rights in respect of all Shore Facilities to be licensed to the RNLI by the Beach Operator as specified in the Shore Facilities Table.
- 4.2. The RNLI shall not be required to pay any rates, planning application fees, refuse disposal or other costs or charges levied imposed or collected by the Beach Operator in relation to the RNLI's use and occupation of the Shore Facilities in the provision of the Services (including those relating to any building or fit out works carried out by the RNLI).
- 4.3. As soon as possible following the Effective Date, in relation to each Shore Facility the Beach Operator shall assist and co-operate with the RNLI to allow the RNLI to (at the RNLI's discretion):-
  - 4.3.1. Carry out pre-contract searches, including a local authority search in which case the Beach Operator shall provide the RNLI with a local authority search result at the Beach Operator's cost;
  - 4.3.2. Raise pre-contract enquiries of the Beach Operator;
  - 4.3.3. Investigate the Beach Operator's title and its capacity to grant the relevant Lease or Licence Rights;
  - 4.3.4. Consider any planning restrictions, restrictive covenants, easements, public rights of way or other constraints or third party rights that relate to the Shore Facility (or to access or service routes to the Shore Facility) which may affect the RNLI's use of the Shore Facility for the provision of the Services;

and the RNLI shall not be obliged to enter into any Lease of a Leased Shore Facility if any issue arising during their investigations carried out in accordance with this clause 4.3 has not been resolved to the RNLI's reasonable satisfaction.

- 4.4. As soon as possible following the Effective Date (and in any event by no later than 4 weeks before the Services Start Date):-
  - 4.4.1. The parties shall (each at their own cost) agree the form of the Lease for each Leased Shore Facility, such Lease to be based on the Lease Terms;
  - 4.4.2. The Beach Operator shall obtain any consents required by any superior landlord to the Lease(s) and Licence Rights being granted, and to any fit out and/or structural works being undertaken, in accordance with this Agreement;
  - 4.4.3. The Beach Operator shall provide all reasonable assistance to the RNLI in

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- connection with the RNLI obtaining a lease or licence (as appropriate) from the relevant third party in respect of any Shore Facility which is to be leased or licensed by the RNLI from a third party as is indicated in the Shore Facilities Table;
- 4.4.4. Unless the Shore Facility is installed under Permitted Development, the Beach Operator shall provide all reasonable assistance to the RNLI in connection with any application for planning permission submitted by the RNLI (or their advisers), or any request by the RNLI or its advisers to obtain any other relevant consents, in relation to any Shore Facility which in accordance with the Shore Facilities Table is to be provided or built by the RNLI or in respect of which the RNLI is to carry out structural works; and
- 4.4.5. The Beach Operator shall ensure (at its cost) that it obtains any necessary planning permissions or other consents in relation to any Shore Facility which (in accordance with the Shore Facilities Table) is to be provided by the Beach Operator or in respect of which the Beach Operator is to carry out structural works, including planning permission and consent to the permitted use specified in the Shore Facilities Table.
- 4.5. By no later than 2 weeks before the Services Start Date (or by such earlier date(s) as specified in the Shore Facilities Table) the Beach Operator shall:-
- 4.5.1. In respect of any Shore Facility consisting of an existing building to be provided by the Beach Operator for use by the RNLI, ensure that:-
- 4.5.1.1. The building is weather tight and free from any structural defects and any structural works which (in accordance with the Shore Facilities Table) are to be undertaken by the Beach Operator are completed;
- 4.5.1.2. The fabric of the building is in a condition ready to accept decorative finishes;
- 4.5.1.3. All services and service media to the building are in a safe and fully functioning condition; and
- 4.5.1.4. Any fit-out works which (in accordance with the Shore Facilities Table;) are to be undertaken by the Beach Operator, are completed;
- 4.5.2. Erect and station at the relevant Licensed Area the Licensed Temporary Shore Facilities and permit the RNLI to use and occupy those Shore Facilities in accordance with the Licence Terms;
- 4.5.3. Permit the RNLI to use and occupy the Licensed Non-Temporary Shore Facilities in accordance with the Licence Terms;
- 4.5.4. Permit the RNLI to locate at the relevant Licensed Area the RNLI Temporary Shore Facilities and permit the RNLI to use and occupy those Shore Facilities in accordance with the Licence Terms; and
- 4.5.5. Enter into a Lease to the RNLI of each Leased Shore Facility (in the form agreed in accordance with clause 4.4.1) and provide the RNLI with vacant possession of the relevant premises.
- 4.6. In the event that:-
- 4.6.1. The Beach Operator does not comply with its obligations at clause 4.5 then the RNLI may remove the beach(es) to which those failed obligations relate from

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the Patrol List; and

4.6.2. During the Term, if:-

4.6.2.1. Any Lease is terminated;

4.6.2.2. The RNLI is prevented from using or occupying any Shore Facility; or

4.6.2.3. The RNLI is prevented from properly providing the Services from any Shore Facility

Then—the RNLI may remove the beaches~~(es)~~ to which the Shore Facilities in question relate from the Patrol List.

4.7. The Beach Operator consents to the RNLI carrying out any fit out and/or structural works to the Shore Facilities which may be undertaken by the RNLI in accordance with the Shore Facilities Table.

4.8. In the event that the parties fail to enter into the Lease of a Leased Shore Facility by the date specified in clause 4.5.5 then the Beach Operator permits the RNLI to occupy that Leased Shore Facility as a tenant at will from such date.

4.9. The tenancy at will granted by the Beach Operator in accordance with clause 4.8 is:-

4.9.1. Granted on the same terms as the Lease Terms but excluding paragraphs 1, 2, 3 and 8 of those Lease Terms; and

4.9.2. Terminable at any time by either party or automatically on the earlier of the date on which:-

4.9.2.1. The Lease is entered into;

4.9.2.2. The beach on which the Leased Shore Facility is located is removed from the Patrol List; or

4.9.2.3. This Agreement is terminated in accordance with clause 22.

4.10. During any occupation of a Leased Shore Facility in accordance with clauses 4.8 and 4.9:-

4.10.1. The Beach Operator shall observe and perform all the obligations placed on the Beach Operator in accordance with the Lease Terms;

4.10.2. The RNLI shall observe and perform all the obligations placed on the RNLI in accordance with the Lease Terms; and

4.10.3. The parties shall continue to comply with their obligations at clauses 4.4.1 and 4.5.5 to agree and enter into the Lease as soon as possible.

4.11. The parties agree to comply with any additional provisions or obligations placed on them in accordance with Section 11.2.

## 5. Reporting and records

5.1. The RNLI shall:-

5.1.1. Complete daily incident reports, logs and staffing level records which shall be made available to the Beach Operator:

5.1.1.1. on request; and

5.1.1.2. in an annual report subject to clauses 11 and 12 below (Confidentiality and Data Protection); and

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- 5.1.2. Ensure that details of any serious complaints the RNLI may receive from a member of the public relating to the Services or otherwise relating to the RNLI's activities at the Patrolled Areas are forwarded to the Beach Operator within 3 Working Days of the complaint being made, together with details of the investigation to be carried out and the RNLI's comments in relation to the incident.
- 5.2. The Beach Operator shall:-
- 5.2.1. Promptly provide the RNLI with any information or documents reasonably required by the RNLI to enable it to provide the Services, including in particular, any information relating to safety at the Patrolled Beaches or Patrolled Areas or any proposed works at the Patrolled Beaches or Patrolled Areas which may impact on the provision of the Services by the RNLI; and
- 5.2.2. Ensure that any serious complaints the Beach Operator may receive from a member of the public relating to the Services or generally relating to the RNLI or to safety at the Patrolled Beaches are forwarded to the RNLI within 3 Working Days of the complaint being made for investigation and comment as necessary.
- 6. Review and Consultation**
- 6.1. Each party shall appoint a Contract Manager who shall act as that party's primary representative for the purposes of the Services and shall have authority to represent the party appointing them on all day to day matters relating to this Agreement.
- 6.2. The details of each party's initial Contract Manager are set out at Section 5. If either party replaces their Contract Manager then they shall notify the other party in writing as soon as practicable, including the contact details of the replacement Contract Manager.
- 6.3. The parties will meet when necessary and at least twice per year, once at the commencement of each Season and again following the end of each Season to:-
- 6.3.1. Review the success of the Services throughout the Season;
- 6.3.2. Confirm whether any Patrolled Beach has ceased to be designated as a 'bathing beach' and whether the RNLI has or will suspend provision of the Services in relation to any such beach in accordance with clause 23;
- 6.3.3. Discuss and agree in writing the Contribution to be paid for the following Season, taking into account:-
- 6.3.3.1. Any deletions to the Patrol List and resulting Agreed Deductions (as defined in clause 7.2); and
- 6.3.3.2. Any additions to the Patrol List and resulting increase in Lifeguard cost; and
- 6.3.4. Consider any improvements or extension to the Services that might be introduced.
- 6.4. The Beach Operator shall consult with the RNLI throughout the planning and design of any proposed alterations or additions to the sea defences of the Patrolled Beaches, including sea walls and groynes, so that the RNLI may comment on safety issues.

**Comment [L B1]:** Include weekly updates to Beach Manager

**Comment [LF2]:** Please can we clarify that these are verbal updates, we wouldn't have the capacity for weekly written reports



## 7. Contribution and payment

- 7.1. In consideration for the provision of the Services, the Beach Operator shall pay the Contribution to the RNLI as detailed in Section 4 and shall adhere to the provisions of that Section.
- 7.2. In the event that one or more beaches are removed from the Patrol List in accordance with clauses 3.83-7, 4.6 or 23.3 the Contribution to be paid by the Beach Operator for any future years shall be reduced proportionately to the reduction in Lifeguard cover entailed by that removal as notified to the Beach Operator by the RNLI ("Agreed Deductions").
- 7.3. All sums due under this Agreement are exclusive of VAT which shall be paid by the Beach Operator in addition at the rate and in the manner prescribed by law.
- 7.4. The Contribution will be invoiced on the first Working Day of the Season and the Beach Operator shall pay the Contribution to the RNLI without deduction, set off or counterclaim within 30 days following the invoice date, failing which the RNLI shall be entitled at its option to immediately suspend the Services until the Beach Operator has paid the Contribution, or to terminate this Agreement in accordance with clause 22.4.
- 7.5. The time for payment of the Contribution shall be of the essence of this Agreement. In the event that the Beach Operator disputes payment of any invoice it shall provide the RNLI with written details of any queries within 10 days of receipt of the invoice and will pay the undisputed part of the invoice in accordance with the timescale at clause 7.4.
- 7.6. If the Beach Operator's procedures require that an invoice be submitted against a purchase order or purchase order number in order to obtain payment the Beach Operator shall ensure that a purchase order or purchase order number is issued to the RNLI prior to each Season.
- 7.7. If the Beach Operator fails to pay any sum on the due date for payment in accordance with this Agreement, without prejudice to its other rights and remedies, the RNLI may charge the Beach Operator interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above Barclays Bank Plc's base rate from time to time (or if such bank is no longer in existence, then such other major bank as specified by the RNLI). Interest shall accrue on a daily basis until full payment is made. This right to charge interest extends to any part of an invoice of which payment is withheld pursuant to clause 7.5 should it be subsequently established that the amount in question was properly due.
- 7.8. The Beach Operator will reimburse the RNLI for any reasonable and proper legal costs plus VAT in excess of £1,000 which are incurred by the RNLI in connection with the negotiation and finalisation of Sections 1 to 10 of this Agreement with the Beach Operator (including the cost of legal advice in relation to any amendments requested to the Agreement by the Beach Operator, review of any contractual documents required by the Beach Operator and the drafting and negotiation of any amendments which the RNLI's legal advisors recommend in consequence of the Beach Operator's amendments or required contractual documents).
- 7.9. If the Beach Operator decides to increase the Season for which the Services are provided at any or all of the Patrolled Beaches, an increase in Contribution will be negotiated between the Beach Operator and the RNLI prior to the extension in

**Comment [L B3]:** Lyndsey, does this clause incur cost to the council in the changes being discussed

**Comment [LF4]:** I can confirm that we are dealing with this inhouse so there will be no cost to the Council for legal fees.

**Comment [L B5]:** Lyndsey- new clause is acceptable, I would like a limit on this clause to pay in the following year if the extra costs require council approval, this must follow council procedures i.e. request a new order number. A daily rate for additional costs may be required for each beach.



**Service begins.**

- 7.10. The Beach Operator will make payment in accordance with clause 7.8 by cleared funds to the RNLI within 28 days of the Effective Date or within 28 days of receiving a copy of the invoice issued to the RNLI for these legal costs, whichever date is the latest.

**Comment [LF6]:** Happy to agree to make this change applicable only to the following season to allow the Council to follow due process

**8. Special events**

- 8.1. The Beach Operator shall involve the RNLI in the planning of all events, of which it is aware, to be held at the Patrolled Beaches or in the Patrolled Areas in order to allow for adequate consultation over the provision of suitable safety cover. The RNLI shall be under no obligation to provide any additional safety cover required for the event but will endeavour to liaise with the event organiser to discuss providing such safety cover under a separate contractual agreement.
- 8.2. The Beach Operator shall, so far as possible, make every effort to assist the RNLI to hold its own event(s) at the Patrolled Beaches or in the Patrolled Areas as part of the Beach Operator's event timetable, subject to consultation with the appropriate Beach Operator licensing officer.

**9. Communications, Advertising, Promotion and Fundraising**

- 9.1. The RNLI shall ensure that all public relations, incident data, publicity and media releases relating to the Services or this Agreement are agreed between the parties before release, provided that the RNLI shall not be required to obtain prior agreement from the Beach Operator to:-
- 9.1.1. Its response to media queries regarding an RNLI rescue where those queries require an immediate response and obtaining the Beach Operator's prior approval would be impractical; or
  - 9.1.2. Its issue of a press release relating to a 'good news story' about an RNLI rescue where the release needs to be issued as soon as possible after the event to maximise the chance of media impact and it would be impractical to get the Beach Operator's approval beforehand; or
  - 9.1.3. Any public relations, incident data, publicity or media releases which relate to the RNLI or the RNLI's lifeguard service generally as opposed to being specifically about the Services at the Patrolled Beaches.
- 9.2. The Beach Operator shall ensure that all public relations, incident data, publicity and media releases relating to the Services, the RNLI or this Agreement are agreed between the parties before release, provided that the Beach Operator shall not be required to obtain prior agreement from the RNLI to its response to media queries, where those queries require an immediate response and obtaining the RNLI's prior approval would be impractical.
- 9.3. Nothing in clauses 9.1 or 9.2 or in any other provision of the Agreement shall prevent:-
- 9.3.1. Either party making a public statement about a breach by the other party of any of its payment or other obligations under this Agreement; nor
  - 9.3.2. The RNLI making a statement regarding any actions, inactions or policies of the Beach Operator which relate to safety at sea or on inland waters
- provided that neither party shall make any such statement without first discussing the

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matter with the other party and attempting to resolve any dispute between the parties in accordance with clause 26.1.

- 9.4. The Beach Operator shall not use the RNLI Trade Marks, nor use any images of the RNLI's lifeboats, lifeboat crews, lifeboat stations, beach lifeguards or beach lifeguard units, in any publications as referred to in clause 9.2 or in any other publicity or promotional material without the prior written approval of the RNLI.
- 9.5. Where the Beach Operator makes a contribution to the cost of the provision of a sign which will be displayed on a Patrolled Beach and which will bear the RNLI logo, the RNLI shall include on that sign the phrase "in cooperation with Newry-City, Mourne and Down District Council". **And council logo**
- 9.6. The Beach Operator permits (to the extent it is able to do so) the Lifeguards to use video cameras in the provision of the Services and acknowledges that the video recordings and images produced by these cameras and all Rights in such video recordings and images shall belong to the RNLI and the RNLI may use the video recordings and images (subject to its compliance with clause 2.4.1.2 and 9), as it sees fit.
- 9.7. The Beach Operator permits (to the extent it is able to do so) the RNLI to:-
- 9.7.1. Display the RNLI Trade Marks, RNLI livery and literature, place collection boxes for public donations and sell RNLI wristbands, in agreed positions on the Patrolled Beaches and in the Shore Facilities; and
- 9.7.2. Carry out fundraising and promotional activities to promote water safety and ask for public support at the Patrolled Beaches in accordance with the Fundraising and Promotion Plan.
- 9.8. If the RNLI or RNLI fundraisers are found to be breaching the Fundraising and Promotion Plan, the RNLI shall at the immediate request of an Authorised Representative of the Beach Operator, take all necessary action to remedy the situation.

**Comment [LF7]:** Happy to accept changes

## 10. RNLI Materials, Property and Intellectual Property

- 10.1. All Rights in the RNLI Trade Marks and the RNLI Materials (including any Bespoke Materials) shall remain owned by the RNLI or its licensors. All Rights in the Beach Operator's trademarks, logo or any Beach Operator materials shall remain owned by the Beach Operator or its licensors.
- 10.2. Subject to the Beach Operator complying with clauses 10.4.3 and 10.5, during the Term, the Beach Operator may use the RNLI Materials for the purposes authorised by the RNLI and for the Beach Operator's internal business purposes.
- 10.3. Subject to the Beach Operator complying with clauses 10.4 and 10.5, after the Term the Beach Operator may:-
- 10.3.1. Use any Bespoke Materials for the Beach Operator's internal business purposes, for the purposes previously authorised by the RNLI during the Term and for such other purposes as authorised by the RNLI; and
- 10.3.2. Authorise its contractors to use the Bespoke Materials solely for the purpose of providing services to the Beach Operator.
- 10.4. The Beach Operator shall not use the RNLI Materials:-
- 10.4.1. After the Term in a manner which suggests that the Beach Operator is still

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connected to the RNLI;

- 10.4.2. After the Term in a manner which suggests that the RNLI is continuing to provide the Services; or
  - 10.4.3. At any time during or after the Term, in a manner which is no longer appropriate, reliable or accurate due to the amount of time that has elapsed since the RNLI Materials were originally produced.
- 10.5. The Beach Operator may not at any time:-
- 10.5.1. Sub-license the RNLI Materials to third parties (other than in accordance with clause 10.3.2);
  - 10.5.2. Sell or otherwise commercially exploit the RNLI Materials; nor
  - 10.5.3. Remove or amend any references within or affixed to the RNLI Materials to the date the material was produced, copyrights, trade marks, trade names or other rights.
- 10.6. Any equipment, fixture, fittings, temporary buildings, vehicles, craft or vessels brought onto the Patrolled Beaches or otherwise used by the RNLI in providing the Services shall at all times remain the property of the RNLI and the RNLI may at any time remove any such items from the Patrolled Beaches and the Beach Operator shall allow the RNLI access to the Patrolled Beaches, both during the Term and following termination, with such transport and equipment as may be necessary to remove all such items.

## 11. Confidentiality

- 11.1. In this clause:-
- 11.1.1. "Confidential Information" means:-
    - 11.1.1.1. Any information which the parties agree shall be confidential information;
    - 11.1.1.2. Any incident reports or information about RNLI staff, volunteers, operations or equipment provided by the RNLI to the Beach Operator; and
    - 11.1.1.3. Any information disclosed by one party to the other party which the Disclosing Party indicates in writing or orally is confidential information concerning the affairs or activities of the Disclosing Party or of any subsidiary company of the Disclosing Party;
  - 11.1.2. "Receiving Party" means the party receiving information; and
  - 11.1.3. "Disclosing Party" means the party disclosing information.
- 11.2. Each party undertakes that it shall keep secret and treat as confidential, the Confidential Information of the Disclosing Party and shall keep all such Confidential Information secure and protected against theft, damage, loss or unauthorised access and shall not disclose any such Confidential Information to any third party except where permitted in this Agreement or by the Disclosing Party or required by law or by the rules of a regulatory authority of competent jurisdiction.
- 11.3. The parties may divulge Confidential Information to those employees, agents, sub-contractors or professional advisers who have a reasonable need to know that information in connection with the operation of this Agreement and who are bound by confidentiality obligations at least equivalent to those contained in this clause 11.

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- 11.4. Should either party become legally compelled to disclose any of the Confidential Information of the other party then (unless legally prohibited from doing so) the party required to make that disclosure shall give prompt notice of such requirement to the other party.
- 11.5. In the event that a party becomes aware of a material breach of this clause 11 then the party in breach shall give immediate notice to the other party.
- 11.6. The obligations of this clause shall survive the variation, renewal, termination or expiry of this Agreement but shall not apply to any information which:-
  - 11.6.1. Is in or comes into the public domain other than by breach of this Agreement or any other duty of confidence;
  - 11.6.2. The Receiving Party can prove was already known to it, its employees, agents or sub-contractors prior to disclosure by the Disclosing Party, other than by breach of this Agreement or any other duty of confidence; or
  - 11.6.3. Can be shown to have been independently created by the Receiving Party.

## 12. Freedom of Information and Data Protection

- 12.1. The RNLI shall note that the Beach Operator may be required to provide information relating to this Agreement or the RNLI to a person in order to comply with its obligations under the Freedom of Information Act 2000 ("FOIA") or the Environmental Information Regulations 2004 ("EIR").
- 12.2. Where the Beach Operator receives a request for information pursuant to the FOIA or the EIR which relates to this Agreement or which may require the disclosure of any information obtained by the Beach Operator from the RNLI ("RNLI Related Information"):-
  - 12.2.1. The Beach Operator shall inform the RNLI of the request as soon as practicable after receipt and in any event within 2 Working Days;
  - 12.2.2. If the Beach Operator determines that any RNLI Related Information may have to be disclosed pursuant to the request they shall notify the RNLI of what information they consider may have to be disclosed at least 5 Working Days before disclosure and shall consult with the RNLI, and take into account the RNLI's views, before determining whether the RNLI Related Information:-
    - 12.2.2.1. Is exempt from disclosure under the FOIA or the EIR ; or
    - 12.2.2.2. Will be disclosed in response to the request for information.
- 12.3. In performing their obligations under this Agreement, each party shall at all times comply with the Data Protection Act 1998 and all subordinate and associated legislation and both parties shall ensure that their Data Protection registrations comply with the applicable legislation at all times. Each party agrees to inform the other party of any amendments to its licences and registration which are relevant to this Agreement made after the date of this Agreement and to supply copies of any such licences and registrations upon request.
- 12.4. Notwithstanding the general obligation in clause 12.3, if either party ("processing party") processes Personal Data (as defined by the DPA) as a data processor on behalf of the other party the processing party shall:-
  - 12.4.1. Ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised

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or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required by the DPA;

- 12.4.2. Provide the other party with such information as that party may reasonably require to satisfy itself that the processing party is complying with its obligations under the DPA;
- 12.4.3. Promptly notify the other party of any breach of the security measures required to be put in place pursuant to clause 12.4.1 and take immediate steps to prevent any further breach of security and to remedy the situation which allowed the breach to occur; and
- 12.4.4. Ensure that it does not knowingly or negligently, place the other party in breach of the other party's obligations under the DPA.

### 13. Initial Transfer of Employees

- 13.1. The parties intend that, pursuant to TUPE, at the Initial Transfer Date the RNLI will become the employer of the Transferring Beach Operator Employees ("Initial Transfer").
- 13.2. The Beach Operator represents and warrants that:-
  - 13.2.1. It has complied with the provisions of TUPE, and in particular regulation 13, in connection with the Initial Transfer and the transfer of the Services to the RNLI; and
  - 13.2.2. The Transferring Beach Operator Employees Schedule of Information contains full and accurate details and information in relation to the Transferring Beach Operator Employees and in particular the Beach Operator has provided full and accurate information and documents as requested in the Transferring Employees Schedule of Information, and there have been no changes to any of those details or information since that Schedule of Information was last supplied to the RNLI.
- 13.3. The RNLI warrants that it has supplied the Beach Operator on a timely basis with all the relevant information for the purposes of the application of regulation 13 of TUPE to the Initial Transfer.
- 13.4. All Employee Liabilities relating to the employment of the Transferring Beach Operator Employees up to (and excluding) the Initial Transfer Date shall be borne by the Beach Operator. All Employee Liabilities relating to the employment of the Transferring Beach Operator Employees from (and including) the Initial Transfer Date and up to (and excluding) the Exit Transfer Date (as defined in clause 15.2) shall be borne by the RNLI, and any necessary apportionments shall be made.
- 13.5. The Beach Operator will indemnify the RNLI against any Employee Liabilities transferred to, imposed upon or reasonably incurred by the RNLI, in each case to the extent arising out of or in connection with the employment of the Transferring Beach Operator Employees by the Beach Operator up to (and excluding) the Initial Transfer Date (except to the extent that any such liability arises due to the RNLI's breach of its warranty in clause 13.3 above).
- 13.6. If any person other than the Transferring Beach Operator Employees claim to have become an employee of, or have rights against, the RNLI by virtue of TUPE ("Surplus Employee(s)"), the Beach Operator will indemnify the RNLI against any Employee Liabilities whatsoever transferred to, imposed upon or reasonably incurred by the

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RNLI in relation to such Surplus Employee(s) (whether or not the Beach Operator alerted the RNLI, at any time before or after the Initial Transfer Date, to the fact that these employees may potentially be able to claim that their employment transferred to the RNLI by virtue of the application of TUPE to the Services) and including, for the avoidance of doubt, any Employee Liabilities arising out of any dismissal of such Surplus Employee(s).

13.7. The provisions of this clause shall survive (and shall continue in full force and effect) following termination or expiry of this Agreement.

#### 14. Pensions

14.1. The RNLI will procure payment of the Pension Related Liabilities relating to the employment of the Transferring Beach Operator Employees by the RNLI from (and including) the Initial Transfer Date to the extent that they do not exceed 20.8% of the pay (as defined for the purposes of the LGPS Regulations) of the Transferring Beach Operator Employee in the RNLI's employment in the 12 month period starting with the Initial Transfer Date and each subsequent 12 month period thereafter (the "20.8% Cap").

14.2. If and to the extent the Pension Related Liabilities relating to the employment of the Transferring Beach Operator Employees by the RNLI from (and including) the Initial Transfer Date exceed the 20.8% Cap whether during or after termination of this Agreement (however that may arise) (an "Excess Amount") the Beach Operator will pay or procure the payment of the Excess Amount and will indemnify the RNLI from and against all losses and expenses suffered or incurred by it arising from any failure so to do.

14.3. For the avoidance of doubt, the Beach Operator shall remain liable to pay any Excess Amount referable to Pension Related Liabilities whenever those liabilities arise and whether or not the RNLI then employs any Beach Operator Employee.

#### 15. Transfer of Employees on a Service Transfer

15.1. If, following termination of this Agreement, the Services are to be transferred to the Beach Operator or a Replacement Provider ("Service Transfer") then the Beach Operator shall supply to the RNLI all the relevant information required by the RNLI to enable it to comply with regulation 13 of TUPE as it applies to that Service Transfer, such information to be supplied in sufficient time prior to termination of this Agreement to enable the RNLI to comply with its obligations under TUPE.

15.2. Subject to clause 13.4, all Employee Liabilities relating to the employment of any of the RNLI Personnel in the period up to (and excluding) the date of transfer of the employment of those RNLI Personnel to the Beach Operator and/or any Replacement Provider pursuant to TUPE ("Exit Transfer Date") are to be borne by the RNLI and, subject to clause 13.4, the RNLI will indemnify the Beach Operator against any Employee Liabilities transferred to, imposed upon or reasonably incurred by the Beach Operator or any Replacement Provider, in each case to the extent arising out of or in connection with the employment of any relevant RNLI Personnel up to (and excluding) the Exit Transfer Date (including for the avoidance of doubt, any liability pursuant to regulation 13 of TUPE except to the extent that such liability arises due to the failure of the Beach Operator, or the Replacement Provider (as appropriate), to provide the RNLI with all relevant information reasonably requested by the RNLI for the purposes of complying with regulation 13).

**Comment [LB8]:** Lyndsey- This whole clause is new to the agreement but does not affect our agreement as we have no staff transferring

**Comment [LF9]:** Correct, are you happy to leave in as it just become NA but makes the formatting and number of the rest of the agreement easier!

15.3. The RNLI shall cooperate in the orderly transfer of employment of any RNLI Personnel whose contracts of employment transfer to the Beach Operator or any Replacement Provider by virtue of TUPE and shall, subject to compliance with data protection legislation, provide the Beach Operator with information and documents in relation to those RNLI Personnel as set out in the Transferring Employees Schedule of Information.

15.4. The provisions of this clause shall survive (and shall continue in full force and effect) following termination or expiry of this Agreement.

#### **16. Force Majeure**

16.1. With the exception of any obligation to make payment, neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party for any delay in performing, or any failure to perform, any obligations under this Agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or failure is due to circumstances beyond its reasonable control, including acts of God, flood, fire, earthquake, terrorism, war, riots, epidemic, maritime incident affecting safety on the beach (for example, a shipwreck discharging hazardous waste onto the beach or into the surrounding sea), industrial disputes, computer virus, third party equipment failure or power failure ("Force Majeure Event").

16.2. If either party is prevented from or delayed in the performance of any of its obligations under this Agreement by a Force Majeure Event:-

16.2.1. That party shall promptly notify the other party of the nature and extent of the circumstances giving rise to the Force Majeure Event;

16.2.2. The parties shall enter into bona fide discussions with a view to alleviating the effects of the Force Majeure Event or to agreeing upon such alternative arrangements as may be reasonable in all the circumstances; and

16.2.3. If the relevant Force Majeure Event prevails for a continuous or aggregate period in excess of 90 days after the date on which the Force Majeure begins, then either party may terminate this Agreement on 30 days written notice to the other party.

#### **17. Insurance Liability and indemnity**

17.1. The RNLI shall keep its Lifeguards fully insured for public liability and employers' liability risks as appropriate to a minimum cover in each case of £20 million for any one claim.

17.2. Subject to compliance by the Beach Operator with clause 19 and subject to clause 18, the RNLI shall indemnify the Beach Operator against any Liability incurred by the Beach Operator as a result of a claim, action or proceedings for personal injury or death caused by the negligence or wilful act or omission on the part of the RNLI or RNLI Personnel in provision of the Services.

17.3. Subject to compliance by the RNLI with clause 19, the Beach Operator shall indemnify the RNLI against any liability incurred by the RNLI as a result of a claim, action or proceedings for personal injury or death caused by the negligence or wilful act or omission on the part of the Beach Operator or its personnel.

#### **18. Limitation of Liability**

**THE BEACH OPERATOR'S ATTENTION IS DRAWN TO THIS CLAUSE ~~18~~18.**

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- 18.1. The Beach Operator acknowledges that the RNLI is not receiving full cost recovery or a commercial profit margin in return for the provision of the Services. Consequently, the Beach Operator has agreed that the RNLI's liability under this Agreement shall be limited as provided in this clause 18.18. The Beach Operator acknowledges that the RNLI has offered to negotiate higher limits of liability in return for payment by the Beach Operator to the RNLI of an increased Contribution and the Beach Operator has chosen not to pursue this offer. The Beach Operator should obtain its own insurance in respect of any losses it may incur in relation to this Agreement.
- 18.2. Nothing in this Agreement shall exclude or in any way limit the RNLI's liability for death or personal injury caused by its negligence or that of RNLI Personnel or for fraud or any other liability to the extent the same may not be excluded or limited as a matter of law.
- 18.3. Subject to any obligations in any Lease or licence of a Shore Facility for the Beach Operator to insure, the RNLI may be liable for direct physical damage to tangible property resulting from the negligence of the RNLI up to a maximum of the Contribution payable for the 12 month period immediately prior to the date the damage was caused.
- 18.4. Under no circumstances, other than as referred to in clauses 17.2, 18.2 and 18.3, shall the liability of the RNLI under or in connection with this Agreement (whether for negligence, breach of contract, misrepresentation or otherwise) exceed the total Contribution paid by the Beach Operator to the RNLI during the period of 12 months prior to the date when the matter giving rise to the liability occurs (or where there is any dispute regarding this date, during the period of 12 months prior to the notification of the claim to the RNLI).
- 18.5. Subject to clause 18.2, the RNLI shall not be liable to the Beach Operator, whether for tort, breach of contract, misrepresentation or otherwise, for:-
- 18.5.1. Indirect, consequential or economic loss or damage;
  - 18.5.2. Loss of profit;
  - 18.5.3. Loss of goodwill;
  - 18.5.4. Loss of business opportunity, contracts or revenues; or
  - 18.5.5. Anticipated saving or for inconvenience
- even if such losses were reasonably foreseeable or the Beach Operator advised the RNLI of the possibility that such losses may arise.
- 18.6. A claim for compensation for damages must be submitted by the Beach Operator to the RNLI not later than three months after the damage has been discovered or could reasonably have been discovered. Subject to clause 18.2, the RNLI shall not be liable to pay compensation to the Beach Operator in respect of any claim that is not submitted within that period.

## 19. Indemnities

- 19.1. Where any party ("Indemnifying Party") is obliged to provide an indemnity to the other ("Indemnified Party") pursuant to this Agreement, such indemnity shall be subject to this clause 19.18.
- 19.2. The Indemnified Party shall notify the Indemnifying Party as soon as practicable after it becomes aware of any claim or potential claim or other matter which is or may be

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the subject of an indemnity.

- 19.3. Except as provided under clause 19.5, the Indemnified Party shall not make any admission nor any statements which may damage or disadvantage the defence of any such third party claim or other matter nor settle, compromise or negotiate the settlement of the claim or other matter without the prior consent of the Indemnifying Party (such consent not to be unreasonably withheld or delayed).
- 19.4. If requested by the Indemnifying Party, the Indemnified Party shall pass the conduct of any such claim or other matter to the Indemnifying Party (at the Indemnifying Party's cost) provided that, subject to clause 19.5, the Indemnifying Party shall act only with the prior consent of the Indemnified Party (such consent not to be unreasonably withheld or delayed) and shall keep the Indemnified Party informed of progress.
- 19.5. Where the parties disagree as to whether or not a claim or other matter should be settled, compromised or negotiated, or as to whether any other action should be taken in relation to the claim or other matter, then either party may refer the matter to a lawyer appointed by agreement of the parties (or in the absence of agreement appointed on the application of any party by the President for the time being of the Law Society) and the parties shall follow the advice of that lawyer. The costs of instructing such lawyer shall be shared equally by the parties.
- 19.6. The Indemnified Party shall (at the Indemnifying Party's cost) give such assistance as the Indemnifying Party may reasonably require to settle or oppose any such claim or other matter, including access to the staff and records of the Indemnified Party.
- 19.7. The Indemnified Party shall use its best endeavours to mitigate those of its losses which are covered by the indemnity. The amount which the Indemnifying Party shall be required to pay to the Indemnified Party shall be limited to the amount which the Indemnified Party pays or is required to pay to any third party together with reasonable legal costs and expenses.

## **20. Good Faith, Non-Solicitation and Anti-Bribery**

- 20.1. The Beach Operator shall respect the RNLI's status and obligations as a charity and the parties shall each:-
  - 20.1.1. Act in good faith towards each other; and
  - 20.1.2. Co-operate with each other in relation to the provision of the Services.
- 20.2. Neither party shall (except with the prior consent of the other) during the Term, and for a period of 6 months afterwards, solicit the services of any staff of the other party who have been engaged in the provision or management of the Services or any significant part of them either as principal, agent, employee, independent contractor or any other form of employment or engagement other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other party, provided that this clause shall not prevent either party complying with its obligations under TUPE.
- 20.3. The Beach Operator shall:
  - 20.3.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");



- 20.3.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 20.3.3. comply with the RNLI Anti Bribery and Corruption Policy and Guidelines as provided to the Beach Operator from time to time ("Relevant Policies")
  - 20.3.4. have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 20.3.2, and will enforce them where appropriate;
  - 20.3.5. promptly report to the RNLI any request or demand for any undue financial or other advantage of any kind received by the Beach Operator in connection with the performance of this Agreement;
  - 20.3.6. immediately notify the RNLI (in writing) if a foreign public official becomes an officer or employee of the Beach Operator or acquires a direct or indirect interest in the Beach Operator (and the Beach Operator warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);
  - 20.3.7. within 3 months of the date of this Agreement, and annually thereafter, certify to the RNLI in writing signed by an officer of the Beach Operator, compliance with this clause 20.3 by the Beach Operator and all persons associated with it under clause 20.4. The Beach Operator shall provide such supporting evidence of compliance as the RNLI may reasonably request.
- 20.4. The Beach Operator shall ensure that any person associated with the Beach Operator who is performing Services or providing Goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Beach Operator in clauses 20.3 to 20.6 ("Relevant Terms"). The Beach Operator shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the RNLI for any breach by such persons of any of the Relevant Terms.
- 20.5. Breach of clause 20.3 or 20.4 shall be deemed a material breach under clause 22.3.
- 20.6. For the purpose of clauses 20.3 and 20.4, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of clauses 20.3 and 20.4 a person associated with the Beach Operator includes any subcontractor of the Beach Operator.

**21. Assignment, Sub-contracting and Volunteer Clubs**

- 21.1. Neither party may assign or transfer a right or obligation under this Agreement without first obtaining written consent from the other party.
- 21.2. Neither party may sub-contract any of its obligations under this Agreement without first obtaining written consent from the other party (such consent not to be unreasonably withheld or delayed) in which case the sub-contracting party shall remain liable for all its obligations under this Agreement as if it had not appointed a

**Comment [L B10]:** The council would like included a clause that the RNLI has to setup a minimum of 2 voluntary lifeguard clubs within the period of this agreement.

**Comment [LF11]:** The RNLI do not run voluntary clubs and to start doing so would be treading on the toes of those governing bodies that do. We would be happy though to come up with a form of words to support the establishment of volunteer clubs in the area or similar.

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sub-contractor. The Beach Operator agrees to the RNLI sub-contracting parts of the Services to such volunteer lifeguard clubs as determined by the RNLI.

- 21.3. From time to time the RNLI may recruit the services of volunteer lifeguards from volunteer club(s) to assist the RNLI in provision of the Services. Whilst those clubs continue to provide such services to the RNLI the Beach Operator agrees to continue to provide to any such volunteer lifeguard clubs at least the same level of support (whether financial, by means of discounted rent or otherwise) as was provided at or prior to the Effective Date.

## 22. Term and Termination

- 22.1. This Agreement shall come into effect on the Effective Date and, subject to earlier termination under clauses 22.3 or 22.4 or 24.1 or 16 (Force Majeure), shall continue until terminated by either party giving the other not less than three calendar months written notice to expire on 31st December in any year.
- 22.2. Without in any way limiting the rights of either party to terminate this Agreement in accordance with clauses 16, 22.1, 22.3, 22.4 or 24.1, the parties intend that this Agreement shall continue in effect for at least the Initial Period.
- 22.3. Without prejudice to its other remedies, either party may terminate this Agreement with immediate effect by written notice to the other party if the other party:-
- 22.3.1. Is in material breach of any term of this Agreement which is incapable of being remedied; or
  - 22.3.2. Is in material breach of any term of this Agreement and the defaulting party fails to remedy the breach within 30 days of receipt of written notice specifying the breach and requiring it to be remedied.
- 22.4. Without prejudice to its other remedies, the RNLI may terminate this Agreement with immediate effect by written notice to the Beach Operator if the Beach Operator is more than 30 days late in payment of any sums due to the RNLI under this Agreement.

## 23. Suspension of Services at a Patrolled Beach

- 23.1. If during the Term:-

- 23.1.1. A Patrolled Beach ceases to be designated as a "bathing beach" (or any similar designation) by DEFRA (or any department or entity taking over responsibility for such matters from DEFRA) ("Designating Authority"); or
- 23.1.2. The water quality at a Patrolled Beach falls below the standard required for designation of the beach as a "bathing beach".

the RNLI shall be entitled during the period when such circumstances persist to at its option either:-

- (a) Suspend provision of the Services at that beach ("Suspended Beach"); or
- (b) Provide such altered level of Service at that beach which the RNLI reasonably determines is appropriate to a beach with that water quality.

The RNLI shall give prior written notice to the Beach Operator specifying which of the above options it plans to take.

- 23.2. During any period of suspension or altered service in accordance with clause 23.1 the Beach Operator shall remain responsible for payment of the Contribution.

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23.3. Should any suspension in accordance with 23.1 continue for a period of more than 3 months then either party may, by one month's written notice to the other party, remove the Suspended Beach from the Patrol List.

**24. Consequences of Termination, Suspension or Removal of Patrolled Beaches from the Patrol List**

24.1. If, as a result of the removal of beaches from the Patrol List in accordance with clauses ~~3.83-7~~, 4.6 or 23.3, there are then no longer any Patrolled Beaches remaining, this Agreement shall at that point automatically terminate unless agreed otherwise by the parties.

24.2. Termination of this Agreement howsoever arising shall be without prejudice to any right or action accrued to either party at the date of termination.

24.3. Upon termination of this Agreement, or suspension of the provision of Services under this Agreement, for any reason all provisions of this Agreement which in order to give effect to their meaning need to survive its termination or suspension of Services shall remain in force and effect after termination, including clauses 1, 5, 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 20.2, 22, 24, 26 and 27.

24.4. Upon termination of this Agreement for any reason:-

24.4.1. The Beach Operator shall promptly pay all outstanding payments due to the RNLI;

24.4.2. The Beach Operator shall accept a surrender of any Lease between the RNLI and the Beach Operator without payment by the RNLI of any penalty for such surrender; and

24.4.3. Unless agreed otherwise in relation to any Bespoke Materials, the Beach Operator shall return to the RNLI all RNLI Materials and delete any RNLI Materials stored in electronic format from any device in which such materials have been stored.

24.5. Upon termination of this Agreement prior to the end of the Initial Period:-

24.5.1. By the Beach Operator, except in accordance with clause 22.3; or

24.5.2. By the RNLI in accordance with clause 22.3 or 22.4

the Beach Operator shall reimburse the RNLI for any costs incurred by the RNLI in relation to the Shore Facilities.

24.6. In the event that a beach is removed from the Patrol List:-

24.6.1. In accordance with clause ~~3.83-7~~;

24.6.2. In accordance with clause 4.6 in circumstances where it was the Beach Operator that terminated the Lease, or the RNLI terminated the Lease as a result of the Beach Operator's breach, or it is the Beach Operator that is preventing the RNLI from occupying the Shore Facilities or from properly providing the Services from the Shore Facilities in question; or

24.6.3. In accordance with clause 23.3

then the Beach Operator shall reimburse the RNLI for any costs incurred by the RNLI in relation to the Shore Facilities at that beach.



## 25. Notices, Approvals and Amendments

- 25.1. Any approval, consent, authorisation or agreement required to be given by the RNLI in this Agreement must be in writing and may only be given by an RNLI Authorised Representative.
- 25.2. Any amendment of the terms of this Agreement shall only be valid and binding if made by prior written agreement between the parties and signed by an Authorised Representative of each party. For the avoidance of doubt, where amendments to this Agreement (including amendments to the Shore Facilities Table) are made in accordance with this clause 25.2, it will be deemed that the party seeking the amendment has provided consideration for the other party agreeing to the amendment.
- 25.3. With the exception of agreement to amendments to this Agreement, any approvals, authorisations and agreements under this Agreement from:-
- 25.3.1. The RNLI can be indicated by an email or fax from an RNLI Authorised Representative; and
  - 25.3.2. The Beach Operator can be indicated by an email or fax from a Beach Operator Authorised Representative
- and in neither case does the email or fax need to be confirmed by hand or post in accordance with clause 25.4.
- 25.4. Any notice given under this Agreement (other than as referred to in clause 25.3) must be in writing and sent or delivered by hand, first class post, fax or e-mail to the other party at the address set out in Section 5 (or such other address notified for this purpose by that party in writing). Notices shall be deemed to have been given as follows:-
- 25.4.1. If delivered by hand – when deposited at the appropriate address;
  - 25.4.2. If sent by first class post – 48 hours after posting; and
  - 25.4.3. If sent by fax or e-mail – on the next Working Day provided that such notice is confirmed within 48 hours by hand or first class post.
- 25.5. Notwithstanding the above provisions of this clause 25.4, any notice which is acknowledged by the recipient shall be deemed to have been properly served.

## 26. Dispute Resolution

- 26.1. The parties shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this Agreement (or its construction, validity or termination) ("Dispute"). Any Dispute shall be referred first, by notice in writing ("Dispute Notice"), to a senior representative of each party who shall meet and endeavour to resolve the Dispute between them within 20 days of such notice. The joint written decision of those senior representatives shall be binding upon the parties.
- 26.2. In the event that the Dispute is still unresolved 30 days after service of the Dispute Notice:-
- 26.2.1. If the Dispute relates to the amount due to the RNLI in respect of costs incurred by the RNLI in relation to Shore Facilities then the Dispute shall be referred to a surveyor agreed between the parties, and in default of agreement within 21 days of notice from either party to the other calling upon the other to agree on

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such a person, shall be referred to a person chosen on the application of either party by the President for the time being of the Royal Institute of Chartered Surveyors. Such surveyor shall be appointed to act as an expert and not as an arbitrator and the decision of such surveyor shall be final and binding. The costs of such surveyor shall be borne equally by the parties unless such surveyor shall decide one party has acted unreasonably, in which case he shall have discretion as to costs.

- 26.2.2. If the Dispute relates to any other matter which the parties agree may be resolved by an expert determination, then the Dispute shall, at the instance of either party, be referred to a person agreed between the parties, and in default of agreement within 21 days of notice from either party to the other calling upon the other to agree on such a person, shall be referred to a person chosen on the application of either party by the President for the time being of the Law Society. Such person shall be appointed to act as an expert and not as an arbitrator and the decision of such person shall be final and binding. The costs of such expert shall be borne equally by the parties unless such expert shall decide one party has acted unreasonably, in which case he shall have discretion as to costs; and
- 26.2.3. If the Dispute relates to any other matter, the parties shall seek to resolve the Dispute amicably by using an alternative dispute resolution ("ADR") procedure agreed between them, or in the absence of agreement, recommended on the application of either party by the Centre for Effective Dispute Resolution. If either party fails or refuses to participate in the ADR procedure, or repeatedly fails to comply with any timescales set out in the ADR procedure, or if the Dispute is not resolved to the satisfaction of both parties within 90 days of the Dispute Notice then either party shall be free to issue court proceedings in relation to the Dispute or to refer the matter to arbitration if agreed by the parties.
- 26.3. Nothing contained in clauses 26.1 or 26.2 shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy or protect any proprietary right or confidential information before any competent court.

## 27. General

- 27.1. The Beach Operator warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform its obligations in this Agreement and to grant the rights specified in this Agreement.
- 27.2. Subject to the Beach Operator's compliance with clauses 3.1 and 27.1, the RNLI warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform its obligations in this Agreement.
- 27.3. Each party warrants that those signing this Agreement are duly authorised to bind the party for whom they sign.
- 27.4. Any person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 27.5. This Agreement contains the entire agreement between the parties with respect to the provision of services by the RNLI to the Beach Operator and supersedes and



replaces all previous agreements, whether verbal or written, relating to the provision of services by the RNLI to the Beach Operator provided that no party is excluded from liability for fraudulent statements or fraudulent pre-contractual misrepresentations on which the other can be shown to have relied.

- 27.6. No failure or delay on the part of any of the parties to exercise any of their rights under this Agreement shall operate as a waiver of those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of the right. Any waiver by any of the parties of any breach by the other of any of their obligations under this Agreement shall not affect the rights of that party in the event of any further or additional breach or breaches. No waiver shall be binding unless made in writing by the party against which it is asserted.
- 27.7. If any provisions of this Agreement are held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to all its other provisions and the remainder of the affected provision.
- 27.8. This Agreement shall not be construed as creating a relationship of principal and agent, partnership or joint venture of any kind between the parties and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.
- 27.9. This Agreement shall in all respects be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England.

## Section 2 - Service Specification

The RNLI shall (to the extent that these have not already been carried out prior to the Effective Date):-

1. Carry out a Risk Assessment in respect of the Patrolled Beaches to:-
  - 1.1. Identify and assess the risks posed by potential hazards within the Patrolled Areas ("Identified Risks"); and
  - 1.2. Specify a series of control measures to mitigate against the Identified Risks. The control measures shall include, as appropriate:-
    - 1.2.1. Provision of public education, safety literature, information and warning signs;
    - 1.2.2. Zoning;
    - 1.2.3. Barriers;
    - 1.2.4. Trained surveillance;
    - 1.2.5. First aid;
    - 1.2.6. Lifeguards; and
    - 1.2.7. Where appropriate, the necessary equipment required to minimize the Identified Risks.
2. During the Season at the Patrolled Beaches provide a Lifeguard Patrol in accordance with:-
  - 2.1. The current Season Plan; and
  - 2.2. The RNLI's Standard Operating Procedures and site specific Local Operating Procedures, both of which will be available for inspection by the Beach Operator.
3. In providing the Lifeguard Patrol:-
  - 3.1. Where consistent with the RNLI's assessment of safe Lifeguard Patrol procedures, use its reasonable endeavours to provide the Lifeguard Patrol in accordance with the criteria for beach lifeguard services required for compliance with the European Blue Flag and/or Seaside Award or their equivalent standards, as appropriate, provided that, should the beach lifeguard services criteria for either of these awards increase after the date of this Agreement to the extent that compliance with those criteria by the RNLI would involve it in increasing the level of Lifeguard or other resources allocated to provision of the Services at any of the Patrolled Beaches then the RNLI shall only be required to comply with those revised criteria to the extent that the Beach Operator increases the Contribution by such amount as necessary to cover the increased costs to the RNLI;
  - 3.2. Instruct its Lifeguards to observe high standards of courtesy and consideration towards members of the public at all times;
  - 3.3. Where reasonably practicable, notify members of the public using the Patrolled Beaches of the relevant local byelaws which directly relate to beach safety; and
  - 3.4. Inform the appropriate officer of the Beach Operator responsible for environmental services regarding any beach cleaning requirements or pollution incidents noted by the Lifeguards.

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**Section 3 – Patrol List**

<b>Name and brief description of each beach in respect of which Services are to be provided</b>
<p>Cranfield: Lifeguard service provided 17/6/17 - 3/9/17. Lifeguards patrol 7 days a week from Sat 17 June – Sun 3 September inclusive with 3 lifeguards on duty at any one time (1 senior and 2 grade 1 -3). Supervision between the hours of 1100 - 1900.</p>
<p>Tyrella: Lifeguard service provided 29/4/17 - 3/9/17, Bank holidays and weekends only from Sati 29 April to Sun 18 June inclusive with 2 lifeguards on duty at any one time (1 senior and 1 grade 1-3). Lifeguards patrol 7 days a week from Sat 24 June – Sun 3 September inclusive with 2 lifeguards on duty at any one time (1 senior and 1 grade 1 -3). Supervision between the hours of 1100 - 1900.</p>
<p>Murlough: Lifeguard service provided 24/6/17- 3/9/17. Lifeguards patrol 7 days a week from Sat 24 June – Sun 3 September inclusive with 2 lifeguards on duty at any one time (1 senior and 1 grade 1 -3). Supervision between the hours of 1100 - 1900.</p>

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#### Section 4 - Contribution

Season	Contribution
2017	£47,940 per Season

The Contribution for each subsequent Season will be reviewed and agreed in accordance with clause 6.3.3.

In the absence of any agreement to the contrary, the Contribution for each subsequent Season shall be whichever is the higher of:-

$$(A - B + C) \times 2\%$$

OR

$$(A - B + C) \times D$$

Where:-

A = the Contribution payable for the preceding Season

B = Agreed Deductions for the subsequent Season

C = Increased Lifeguard cost resulting from any additions to the Patrol List for the subsequent Season

D = Percentage increase in RPI during the calendar year immediately prior to the year in which the Season to which the revised Contribution is to apply commences

For example:-

If A = £100,000, B = £5,000, C = £10,000 and D= 1.5% then the Contribution for the subsequent season shall be whichever is the higher of:

$$(\pounds100,000 - \pounds5,000 + \pounds10,000) \times 2\% = \pounds107,100$$

Or

$$(\pounds100,000 - \pounds5,000 + \pounds10,000) \times 1.5\% = \pounds106,575$$

### Section 5 - Contact Details

#### Details for notices (clause 2524)

RNLI address and details for service of notices	<p>For attention of: Lee Fisher</p> <p>West Quay Road Poole, Dorset BH15 1HZ</p> <p>Fax Number 01202 663550</p> <p>Any notices under clauses 16.2.3 (Termination due to a Force Majeure Event), 23 (suspension of Services at Patrolled Beaches), <u>2224</u> (Termination), 24.1 (Termination due to removal of beach from Patrol List) or 26 (Dispute Resolution) must also be copied to RNLI Legal Services (address as above – fax number 01202 663459)</p>
Beach Operator address and details for service of notices	<p>For attention of: Simon Boyle</p> <p><u>Comhairle Ceantair, an Iúir, Mhúrn agus an Dúin, Newry Mourne and Down District Council, Oifig Dhún Pádraig, Downpatrick Office., Downshire Civic Centre, Downshire Estate, Ardglass Road, Downpatrick, BT30 6GQ</u><del>Down District Council</del></p> <p><u>Address 24 Strangford Road, Downpatrick, Co Down BT30 6SR</u></p> <p><u>Telephone 02844 610800</u><del>Fax Number 02844 610801</del></p>

#### RNLI Authorised Representatives (authorised representatives of the RNLI for the purposes of communication and approvals in relation to this Agreement)

Address - West Quay Road, Poole, Dorset BH15 1HZ unless indicated otherwise.

Name	Title	Tel. No.	Email	Fax
Lee Fisher	Lifeguard Services Manager/Contract Manager	01202 663521	lee_fisher@rnli.org.uk	01202 663550
Marina Wilson	Lifeguard Services Co-ordinator	01202 663384	<a href="mailto:marina_wilson@rnli.org.uk">marina_wilson@rnli.org.uk</a>	01202 663550
Peter Dawes	Lifesaving Services Manager	01202 663531	peter_dawes@rnli.org.uk	01202 663550

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Leesa Harwood	Community Lifesaving Director	01202 663086	leesa_harwood@rnli.org.uk	01202 663550
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### Beach Operator Authorised Representatives

Address – 24 Strangford Road, Downpatrick, Co Down BT30 6 Comhairle Ceantair, an Iúir, Mhúrn agus an Dúin, Newry Mourne and Down District Council, Oifig Dhún Pádraig, Downpatrick Office., Downshire Civic Centre, Downshire Estate, Ardglass Road, DDownpatrick, BT30 6GQ SR, unless indicated otherwise.

Name	Title	Tel. No.	Email	Fax
Simon Boyle	Contract Manager	02844 828333	<a href="mailto:simon.boyle@nmandd.org">simon.boyle@nmandd.org</a>	02844 8283334 610801
<u>Lyndsey Moore</u>	<u>Legal Advisor</u>	<u>02844</u> <u>610800</u>	<u>Lyndsey.moore@nmandd.org</u>	<u>02844</u> <u>610801</u>
<u>Marie Ward</u>	<u>Director of Enterprise Regeneration and Tourism</u>	<u>02844</u> <u>610800</u>	<u>Marie.ward@nmandd.org</u>	
<u>Michelle Mckeown</u>	<u>Assistant Tourism Development Officer</u>	<u>02844</u> <u>610800</u>	<u>Michelle.mckeown@nmandd.org</u>	



**Section 6 - Season Plan – 2017**

	<b>Start</b>	<b>End</b>
<b>Early</b>	Sat 29 April	Sun 18 June*
<b>Main (Tyrella and Murlough)</b>	Sat 24 June	Sun 3 Sept
<b>Main (Cranfield)</b>	Sat 17 June	Sun 3 Sept

Unless otherwise stated standard patrol hours will be 11.00 to 19.00

\* Weekends and bank holidays only

The Beach Operator is responsible for notifying the RNLI at the earliest opportunity if they wish to extend the above Season Dates, in accordance with clause 2.3.

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### Section 7 – Fundraising and Promotion Plan

1. For the purposes of fundraising and promotion of the RNLI, the Beach Operator agrees (to the extent it is able to do so) to:-
  - 1.1. Permit the RNLI to carry out the following types of fundraising and promotion at the Permitted Locations throughout 12 months of the year, subject to compliance by the RNLI with the following conditions;
  - 1.2. Permit the RNLI to erect and/ or position an RNLI fundraising stand (including a small tent, feather flag and /or windbreak) ("Fundraising Stand") or an RNLI promotional vehicle ("Promotional Vehicle") at the Permitted Locations in Connection with the fundraising and promotion;
  - 1.3. Permit the RNLI to provide and position beach lockers within the vicinity of lifeguard facilities at all Patrolled Beaches for use by the public with the suggested donation of £1 which can be deposited either in a collection box or via the 'text to donate' scheme.
  - 1.4. Provide access to RNLI personnel to other Beach Operator owned buildings, including but not limited to, museums, leisure centres and harbours;
  - 1.5. Allow access to Beach Operator owned buildings for the purposes of storing lifesaving equipment and office space;
  - 1.6. Provide all local RNLI personnel with fundraising permits enabling them to fundraise in towns and on the high streets as well as agreeing to assisting the RNLI in gaining such permits from private land owners;
  - 1.7. Guarantee exclusivity for RNLI face-to-face fundraisers on all Patrolled Beaches during the Season;
  - 1.8. Make the RNLI aware of upcoming Beach Operator run events by providing a list of upcoming events prior to the start of each Season and allow the RNLI to erect a Fundraising Stand and/or a Promotional Vehicle at the event; and
  - 1.9. Support the RNLI in brokering permissions from private land owners in order to allow the RNLI access to Patrolled Beaches and in particular at Constantine where existing issues prevail;
  - 1.10. Allow the RNLI to promote themselves via using the space on the back of parking tickets issued at Beach Operator owned car parks.
  - 1.11. The Beach Operator agrees to use its best endeavours to support the RNLI in promoting the RNLI's objectives of saving lives at sea in any way they can with private land owners.
2. The Beach Operator agrees to actively promote the work, aims and success of the RNLI by:

- 2.1. Advertising water safety notices in Beach Operator publications;
- 2.2. Allowing RNLI advertising space on Beach Operator owned buses;
- 2.3. Advertising RNLI job vacancies in their recruitment notifications; and
- 2.4. Making the RNLI the Beach Operators charity of the year for 2017

<b>Types of fundraising and promotion which may be carried out</b>	<p>Face-to-face fundraising (seeking to sign up individuals to make regular donations by direct debit or standing order)</p> <p>Collection boxes for collection of cash donations</p> <p>Competitions to raise awareness of the lifeguard service and the RNLI, or to encourage individuals to receive information on the RNLI, in return for entry into a prize competition</p> <p>Delivery of beach safety messages to beach users e.g. "Swim between the flags" and "always swim at a Lifeguarded beach" or handing out promotional items e.g. free sachets of sun cream to promote sun safety.</p>	
<b>Permitted Periods</b>	March, April and May, not including face-to-face fundraising which is permitted whenever our lifeguards are on duty	Weekends and bank holidays only, not including face-to-face fundraising which is permitted whenever our lifeguards are on duty
	June, not including face-to-face fundraising which is permitted whenever our lifeguards are on duty	Weekends only, not including face-to-face fundraising which is permitted whenever our lifeguards are on duty
	All other periods throughout the Season (other than the above months), not including face-to-face fundraising which is permitted whenever our lifeguards are on duty	Weekends and Weekdays, not including face-to-face fundraising which is permitted whenever our lifeguards are on duty
<b>Permitted Locations</b>	Promenades, slip ways and entry points to the Patrolled Beaches	
<b>Permitted Fundraising Stands or Promotional Vehicles</b>	<b>Patrolled Beach</b>	<b>Maximum number of Fundraising Stands or Promotional Vehicles to be stationed at beach</b>

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	Cranfield	1 fundraising stand / promotional vehicle and 3 fundraisers
	Tyrella	1 fundraising stand / promotional vehicle and 3 fundraisers
	Murlough	1 fundraising stand / promotional vehicle and 3 fundraisers
<b>Permitted Hours</b>	Between 1000 and 1800, or whenever our lifeguards are on duty for face-to-face fundraising.	

### Conditions

4. In carrying out the above fundraising and promotion the RNLI will comply with any:-
  - 4.1. Applicable fundraising legislation and subordinate legislation;
  - 4.2. Rules and regulations of the Beach Operator's licensing department relating to fundraising in public places as notified to the RNLI; and
  - 4.3. Institute of Fundraising Codes of Practice and Charity Commission guidance on fundraising, cash collections and donations.
5. Where members of the public choose to make monetary donations instead, these will be collected in secure RNLI labelled collection boxes or tins which will be emptied and banked regularly. Collection boxes will either be removed from the Patrolled Beach at the end of the day or returned to a Shore Facility as appropriate.
6. The RNLI will not station more than the Permitted Fundraising Stands or Promotional Vehicles without the prior agreement of the Beach Operator, which will not be unreasonably withheld or delayed.
7. The RNLI will position fundraisers in such a way as to offer an adequate 'comfort zone' to beach users who do not wish to be engaged by the fundraisers.
8. The RNLI will ensure, wherever possible, that if a member of the public has a complaint regarding the fundraising a full and accurate record of the complaint and the complainant's contact details are taken and the complainant is offered the contact details for an RNLI or Beach Operator person in authority who can respond to their concerns so that action can be taken promptly and appropriately.
9. The RNLI will procure that individual fundraisers:-
  - 9.1. Carry and display ID badges on which the RNLI name is prominently displayed so that the public can verify who the fundraisers are, if they work for an agency and that they are fundraising for the RNLI.
  - 9.2. Conduct themselves in a courteous, tactful and professional manner and not behave in an obtrusive or aggressive way or pressurise or harass beach users or use manipulative techniques.
  - 9.3. Do not behave in any way that might bring the RNLI or the Beach Operator into disrepute.

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**Section 8 - Transferring Beach Operator Employees**

There are no Transferring Beach Operator Employees

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## Section 9 - Transferring Employees Schedule of Information

Information provided by the Beach Operator in the Transferring Beach Operator Employees Schedule of Information, and to be provided by the RNLI in accordance with clause 15.3 in relation to any employees whose contracts of employment are to transfer by virtue of TUPE.

### 1. Personal details

- Form of Address
- Initials
- Last name
- First name
- D.O.B.
- Gender

### 2. Contractual details

- Date of commencement of employment (including continuous employment date if different)
- Position Title
- Annual Salary (Is the employee entitled to any annual increase in salary? If so please give details of this arrangement and any % increases which have already been agreed.)
- Details of Additional Benefits
- Whether the employee receives a company car or allowance
- Confirmation of contractual working hours & days. (If the employee receives overtime detail what rate it is applied at)
- Current annual leave entitlement (inclusive of bank holidays).
- Number of days sick leave during last 2 years
- Details of any long-term sickness absence, maternity or other statutory leave or other absence from work for any period longer than a week other than as normal annual leave
- Whether the employee has Pension Scheme membership, and if so, details of the pension scheme and date of entry into the scheme.

### 3. Conduct

- Details of:
  - Instances of any disciplinary action taken by the transferor in respect of the employee within the preceding two years in circumstances where the statutory dispute resolution procedures apply
  - Instances of any grievances raised by the employee within the preceding two years in circumstances where the statutory dispute resolution procedures apply, and
  - Instances of any court or tribunal case, claim or action either brought by the employee against the transferor or where the transferor has reasonable grounds to believe that

such action may be brought against the transferee arising out of the employee's employment with the transferor

**4. Professional qualifications or relevant certificates**

- Details (including expiry date) of any qualifications of the employee which are relevant for them to hold/maintain as part of their role (eg Beach Lifeguard qualification, Instructor).
- Do they hold a current driving licence?

**5. Other**

- Confirmation that the employee has been CRB checked, date of last CRB check and confirmation that the CRB result identified no convictions which would make it inappropriate for the employee to perform the role which they are employed to perform nor any other role involving working with children or vulnerable people.
- Was the employee subject to a pre-employment medical?
- Are there any reasonable adjustments that the transferee would need to make to the workplace to accommodate the employee?
- Details of any collective agreement which will have effect in relation to the employee following the transfer.
- Copies of the following documents:
  - Copies of job description/person specification
  - Copy of contract of employment
  - Copy of job application form
  - Copies of Staff handbook and HR Policies

**Section 10 - Equipment to be offered to the RNLI Free of Charge**

None.

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**Section 11 – Shore Facilities**  
**Section 11.1 – Shore Facilities Table**

Details of Shore Facilities to be provided at each Patrolled Beach

Each Shore Facility shall be located at the Shore Facility Location specified in Section 11.5.

Patrolled Beach	Shore Facility Description	Occupation Terms	Permitted Use	Fit out/ Structural Works to be performed in relation to the Shore Facility, which party is to undertake and pay for such works and any timescale for completion of such works
Cranfield	Semi-temporary building may be erected and located at the beach by the RNLI and at the RNLI's cost. The maximum dimensions of the unit are set out at Section 11.6.	<b>RNLI semi-temporary Shore Facility</b> - RNLI is granted licence to erect, locate, use and occupy the Shore Facility at the relevant Licensed Area in accordance with the Licence Terms	All purposes connected with provision of the Services	N/A
Cranfield	Part of the following existing building owned by Beach Operator:- lifeguard garage	<b>Leased Shore Facility</b> - RNLI to be granted a lease of the Shore Facility in accordance with the Lease Terms	All purposes connected with provision of the Services	N/A

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Tyrella	Semi-temporary building may be erected and located at the beach by the RNLI and at the RNLI's cost. The maximum dimensions of the unit are set out at Section 11.6.	<b>RNLI temporary Shore Facility</b> - RNLI is granted licence to erect, locate, use and occupy the Shore Facility at the relevant Licensed Area by the beach operator.	All purposes connected with provision of the Services	N/A
Tyrella	RNLI owned storage container may be located in the carpark by the RNLI and at the RNLI's cost. The maximum dimensions of the unit are set out at Section 11.6.	<b>RNLI temporary Shore Facility</b> - RNLI is granted licence to locate, use and occupy the Shore Facility at the relevant Licensed Area in accordance with the Licence Terms	All purposes connected with provision of the Services	N/A
Murlough	Semi-temporary building may be erected and located at the beach by the RNLI and at the RNLI's cost. The maximum dimensions of the unit are set out at Section 11.6.	<b>RNLI temporary Shore Facility</b> - RNLI is granted licence to erect, locate, use and occupy the Shore Facility at the relevant Licensed Area by the beach operator.	All purposes connected with provision of the Services	N/A

**Section 11.2 - Additional provisions relating to Shore Facilities**

The following additional provisions apply to the Shore Facilities indicated:-

None.

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## Shore Facilities

### Section 11.3 - Licence Terms

#### 1. Licence Provisions

- 1.1. This Section 11.3 applies jointly and severally to each Licensed Temporary Shore Facility, Licensed Non-Temporary Shore Facility and RNLI Temporary Shore Facility.

#### 2. Interpretation

- 2.1. In this Section:-
- 2.2. Unless otherwise indicated, all references to paragraphs are to paragraphs of this Section 11.3.
- 2.3. The words defined in Section 1 shall have the meanings set out there and in addition, in respect of each Licensed Shore Facility and RNLI Temporary Shore Facility the terms set out in the table below shall have the meanings set out next to them:

Term	Meaning
Common Amenities	Any toilets, washrooms, kitchens or other common amenities owned by the Beach Operator which are either located at the building or land within which the Shore Facility is located or are in close proximity to the Shore Facility
Common Areas	Such roads, pathways, passages, entrance halls, corridors, staircases, lifts, landings and other means of access in or upon any building or land owned or occupied by the Beach Operator the use of which is necessary for obtaining access to and exit from the Shore Facility, its Common Amenities and the Licensed Area
Designated Hours	The usual business hours of the building within which a Licensed Non-Temporary Shore Facility is located plus such other hours as agreed by the parties
Licence Fee	One peppercorn
Licence Period	The date 2 weeks prior to the Services Start Date (or such earlier date as agreed by the parties) until the date on which this licence is determined in accordance with paragraph 6
Permitted Use	The use stated in the Shore Facilities Table in respect of the Shore Facility

#### 3. Licence Rights

- 3.1. In relation to the RNLI Temporary Shore Facilities, during the Licence Period the Beach Operator permits the RNLI to:-
- 3.1.1. Enter the relevant Licensed Area (whether through the Common Areas or otherwise) to:-

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- 3.1.1.1. If required by the RNLI, construct an appropriate platform within the Licensed Area on which the Shore Facility can be placed, the size of the platform to be no more than as specified in Section 11.6; and
- 3.1.1.2. Erect and/or station the Shore Facility within the Licensed Area;
- 3.1.2. Bring into, install and keep in or on the Shore Facility any equipment, furniture, IT and other communication facilities which the RNLI require for the Permitted Use; and
- 3.1.3. Occupy and use the Shore Facility for the Permitted Use.
- 3.2. In relation to the Licensed Temporary Shore Facilities and Licensed Non-Temporary Shore Facilities, during the Licence Period the Beach Operator permits the RNLI to:-
  - 3.2.1. Occupy and use the Shore Facility for the Permitted Use; and
  - 3.2.2. Bring and keep at the Shore Facility any equipment, furniture, IT and other communication facilities which the RNLI require for the Permitted Use.
- 3.3. In relation to the RNLI Temporary Shore Facilities, the Licensed Temporary Shore Facilities and the Licensed Non-Temporary Shore Facilities, during the Licence Period (in common with the Beach Operator and all others authorised by the Beach Operator, so far as is not inconsistent with the rights given to the RNLI for the provision of the Services) the Beach Operator permits the RNLI to:-
  - 3.3.1. Pass and repass (and allow RNLI contractors and visitors to pass and repass) with or without vehicles over and along the Common Areas for the purpose of access to, and exit from, the Shore Facility for all purposes in connection with the provision of the Services in accordance with the terms of the Agreement;
  - 3.3.2. Connect into and use gas, electricity, water, telephone, broadband and other internet or communications supplies and facilities (if any) connected (or agreed to be connected in accordance with the Shore Facilities Table) to the Shore Facility; and
  - 3.3.3. Use (and allow RNLI contractors and visitors to use) the Common Amenities.
- 3.4. At any time during the Licence Period, the Beach Operator permits the RNLI to relocate any Temporary Shore Facility from its initial agreed location (as may be specified in the relevant Shore Facility Location plan at Section 10.5) to any other suitable position:-
  - 3.4.1. Within the Licensed Area without the need to obtain the Beach Operator's consent; and
  - 3.4.2. Outside the Licensed Area but within the Patrolled Area at a location which the RNLI considers necessary:-
    - 3.4.2.1. For safety reasons or to prevent damage to the Shore Facility (for example, due to occurrence of, or likely occurrence of, a cliff fall or beach erosion) without the need to obtain the Beach Operator's consent prior to moving the facility; or
    - 3.4.2.2. For the proper provision of the Services, in which case the RNLI must obtain the Beach Operator's prior approval of the new location (such approval not to be unreasonably withheld or delayed).
- 3.5. Where a Temporary Shore Facility is relocated in accordance with paragraph 3.4, the

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RNLI may station and erect the Shore Facility at the new location and with effect from the date of that relocation the Licence Rights shall apply to the Shore Facility in its new position.

3.6. In relation to any Licensed Non-Temporary Shore Facility:-

- 3.6.1. The Licence Rights shall only apply during the Designated Hours; and
- 3.6.2. Without prejudice to the Licence Rights, the Beach Operator shall be entitled at any time on giving not less than 14 days prior notice to require the RNLI to transfer to comparable space with comparable facilities elsewhere in close proximity to the current Shore Facility and the RNLI shall comply with such requirement (provided it does not detrimentally interfere with the Permitted Use nor the provision of the Services) and in that event:-
  - 3.6.2.1. The Beach Operator shall reimburse the RNLI for any refurbishment costs incurred by the RNLI in relation to that Shore Facility; and
  - 3.6.2.2. The new location of the Shore Facility will be considered a Licensed Non-Temporary Shore Facility for the purposes of this licence and the Licence Rights will then apply to that new location.

3.7. The RNLI acknowledges that:-

- 3.7.1. The RNLI shall occupy the Licensed Temporary Shore Facilities, Licensed Non-Temporary Shore Facilities and occupy the RNLI Temporary Shore Facilities at the Licensed Areas as a licensee and that no relationship of landlord and tenant is created between the Beach Operator and the RNLI by this licence;
- 3.7.2. The Beach Operator retains control, possession and management of the Licensed Temporary Shore Facilities, Licensed Non-Temporary Shore Facilities and the Licensed Areas and the RNLI has no right to exclude the Beach Operator from the Shore Facilities nor the Licensed Areas; and
- 3.7.3. The licence is personal to the RNLI and is not assignable and the Licence Rights may only be exercised by the RNLI, its Lifeguards and its other employees and volunteers.

**4. RNLI's Obligations**

- 4.1. In relation to each Licensed Temporary Shore Facility, Licensed non-Temporary Shore Facility and RNLI Temporary Shore Facility, the RNLI agrees and undertakes:
  - 4.1.1. To pay the Licence Fee;
  - 4.1.2. To keep the Shore Facility clean, tidy and clear of rubbish;
  - 4.1.3. Not to use the Shore Facility other than for the Permitted Use;
  - 4.1.4. Not to display any advertisement, signs or notices at the Shore Facility (other than as permitted under Section 1 and other than the RNLI lifeguard banner and flag and other signs, posters and flags associated with the Permitted Use and provision of the Services) without the prior written consent of the Beach Operator, such consent not to be unreasonably withheld or delayed;
  - 4.1.5. Not to do at the Shore Facility anything which is illegal or which may be or become a nuisance (whether actionable or not) or which may cause damage or disturbance to the Beach Operator or to any owner or occupier of

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- neighbouring property;
- 4.1.6. Not to knowingly obstruct the Common Areas, make them untidy or leave any rubbish on them nor to place equipment on them which may knowingly cause a hazard to the Beach Operator or to any member of the public (other than such equipment which is necessary for the proper provision of the Services);
  - 4.1.7. To comply with all legislation relating to the RNLI's use of the Shore Facility and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities (if any) to or from the Shore Facility;
  - 4.1.8. To observe any reasonable rules and regulations the Beach Operator makes and notifies to the RNLI from time to time relating to the RNLI's access to the Shore Facility, the Licensed Area, the Common Amenities and the Common Areas;
  - 4.1.9. At the end of the Licence Period, to leave the Licensed Temporary Shore Facility and Licensed Non-Temporary Shore Facilities, and that part of the Licensed Area occupied by the RNLI Temporary Shore Facility, in a clean and tidy condition and to remove any furniture, equipment and goods bought onto the Shore Facility by the RNLI; and
  - 4.1.10. Not to knowingly impede in any way the Beach Operator or its officers, servants or agents in the proper exercise of the Beach Operator's rights of possession and control of the Licensed Area, Licensed Temporary Shore Facility and Licensed Non-Temporary Shore Facilities.
- 4.2. In relation to all Licensed Non-Temporary Shore Facilities, the RNLI agrees and undertakes:-
- 4.2.1. Not to make any alteration or addition to the fabric of the building whatsoever save that the RNLI may make non-structural alterations with the Beach Operator's prior consent (not to be unreasonably withheld or delayed);
  - 4.2.2. Not to apply for planning permission or any other consent unless the planning permission or consent relates to an alteration permitted in accordance with paragraph 4.2.1; and
  - 4.2.3. To ensure that the conduct of RNLI Personnel does not interfere with or disturb other users or licensees of the Shore Facility, or users of the building within which the Shore Facility is located, other than as required for the proper provision of the Services.
- 4.3. In relation to each RNLI Temporary Shore Facility, the RNLI agrees and undertakes:-
- 4.3.1. To obtain all necessary planning or other consents from all appropriate authorities and serve or display all notices that may be required to locate and occupy the Shore Facility at the Licensed Area;
  - 4.3.2. To remove all graffiti from the Shore Facility as soon as reasonably practicable; and
  - 4.3.3. Subject to the Beach Operator complying with clause 10.6, to remove the Shore Facility from the Licensed Area within four weeks of the termination of this licence (unless otherwise agreed between the parties).

## 5. Beach Operator's Obligations

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<http://iknow.core.rnli.int/psa/projects/lifeguardserviceagreement/formServerTemplates/Lifeguard-Services-Contract-template-1F-21-5-12.doc>

5.1. In relation to each Licensed Temporary Shore Facility, Licensed Non-Temporary Shore Facility and RNLI Temporary Shore Facility, the Beach Operator agrees and undertakes:-

- 5.1.1. To pay all rates, utilities and other outgoings (together with any VAT) in relation to the Shore Facility, Common Areas and Common Amenities;
- 5.1.2. To comply with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities (if any) to or from the Shore Facility, Common Areas and Common Amenities;
- 5.1.3. To ensure that those areas of the Common Areas which are within a building and through which the RNLI require access to reach the Shore Facility are, to the extent necessary, heated and suitably lit during the Designated Hours;
- 5.1.4. To ensure that there is a supply of electricity, heating and water to the Common Amenities during the Designated Hours;
- 5.1.5. To keep the Common Areas clean, tidy and clear of rubbish;
- 5.1.6. To keep the Common Amenities in good condition and repair for their proper use by occupiers and users of the Common Amenities;
- 5.1.7. Not to obstruct the Common Areas or Common Amenities or prevent the RNLI from gaining access to the Shore Facility or Common Amenities; and
- 5.1.8. Not to impede, obstruct or hinder the RNLI in their exercise and enjoyment of the Licence Rights.

5.2. In relation to Licensed Non-Temporary Shore Facilities, the Beach Operator agrees and undertakes to:-

- 5.2.1. Ensure that there are service media and equipment for the supply of electricity, heating, telephone and broadband to the Shore Facility and provide any other services or facilities which are specified in the Shore Facilities Table;
- 5.2.2. Keep the Shore Facility in good repair and condition; and
- 5.2.3. Keep the Shore Facility and its Common Areas and Common Amenities insured against loss or damage and in the event that they are damaged or destroyed during the Licence Period to procure that all insurance monies are applied in restoring reinstating and replacing the Shore Facility and its Common Areas and Common Amenities.

5.3. In relation to all Temporary Shore Facilities, the Beach Operator agrees and undertakes to ensure that there is service media for the supply of electricity to, or which can be used for connections into, the Shore Facility.

## 6. Termination

6.1. This licence shall end:-

- 6.1.1. In relation to each or all Licensed Temporary Shore Facilities, Licensed Non-Temporary Shore Facilities and RNLI Temporary Shore Facilities by either party serving not less than 3 months written notice on the other party to end this licence with effect on expiry of that notice, such notice to specify the Shore Facilities to which it applies; or
- 6.1.2. In relation to all Licensed Temporary Shore Facilities, Licensed Non-Temporary

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Shore Facilities and RNLI Temporary Shore Facilities on termination of this Agreement in accordance with clause ~~2221~~.

- 6.2. Termination of this licence is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this licence

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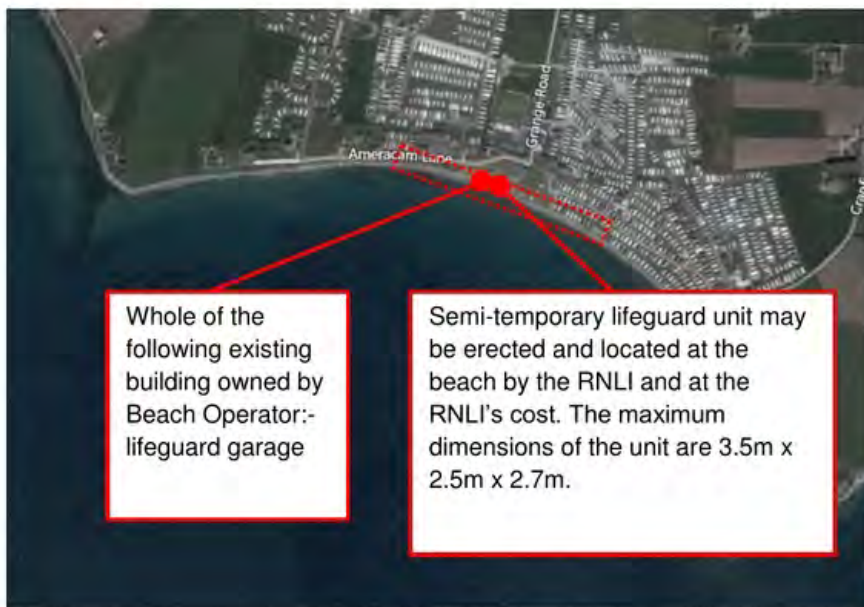
### Section 11.4 – Lease Terms

The lease of any Leased Shore Facility shall be in accordance with the following provisions:-

1. 5 year term commencing on the date 2 weeks prior to the Services Start Date.
2. Security of tenure provisions of Part II of the Landlord and Tenant Act 1954 will apply.
3. RNLI will have an unconditional right to break the lease at any time during the Term subject to giving the Beach Operator 3 month's prior written notice.
4. Peppercorn rent.
5. Beach Operator to be responsible for all rates, utilities and other outgoings.
6. Beach Operator to insure the building at their cost.
7. Permitted use as a Shore Facility for all purposes connected with the provision of lifeguard services.
8. Assignment, underletting and sharing permitted subject to Beach Operator's consent (not to be unreasonably withheld or delayed).
9. RNLI will not pay any service charge. If a service charge is required to be levied then the Beach Operator will meet the cost of that part of the service charge that is attributable to the RNLI's use of the Leased Shore Facility.
10. RNLI to be responsible for internal repair only with express exclusion of any obligation to repair or maintain services and service media. RNLI to keep the internal parts of the Leased Shore Facility in tenable repair and condition (i.e. to a standard that keeps the Leased Shore Facility in suitable condition for occupation and use as a Shore Facility). Beach Operator to be responsible for repairs to all other parts (internal and external) of the building with an express obligation to keep common parts (if any) and all services and service media in good tenable repair and condition in so far as they affect the RNLI's permitted use of the Leased Shore Facility. RNLI not to be responsible for any uninsured damage.
11. RNLI permitted to make any internal non-structural alterations to the Leased Shore Facilities. Structural alterations permitted subject to Beach Operator's consent (in the case of a lease of whole, such consent not to be unreasonably withheld or delayed).
12. Exterior RNLI signage and flags permitted without need for consent.
13. RNLI will be granted rights of access and use of services requisite for their use of the Shore Facilities for the permitted use.

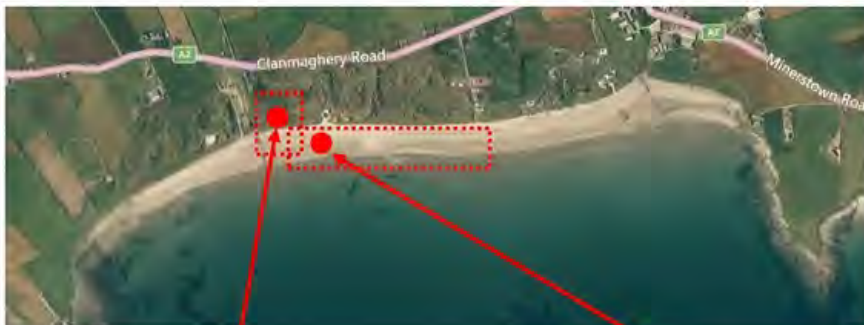
### Section 11.5 - Shore Facility Locations

#### Cranfield



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Tyrella



RNLI owned storage container may be located in the carpark by the RNLI and at the RNLI's cost. The maximum dimensions of the unit are set out at Section 11.6.

Dotted line indicates approximate licensed area for location of semi-temporary shore facility.

Semi-temporary building may be erected and located at the beach by the RNLI and at the RNLI's cost. The maximum dimensions of the unit are set out at Section 11.6.

Dotted line indicates approximate licensed area for location of semi-temporary shore facility.



Murlough



Semi-temporary building may be erected and located at the beach by the RNLI and at the RNLI's cost. The maximum dimensions of the unit are set out at Section 11.6.

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<http://iknow.core.rnli.int/psa/projects/lifeguardserviceagreement/FormServerTemplates/Lifeguard Services Contract template LF 21-5-12.doc>

### Section 11.6 – Specifications and Dimensions for new Shore Facility buildings and platforms for temporary/semi-permanent Shore Facilities

- Maximum dimensions of unit at Cranfield beach 3.5m x 2.5m x 2.7m
- Maximum dimensions of unit at Tyrella beach 3.5m x 2.5m x 2.7m
- Maximum dimensions of storage container at Tyrella beach 3.1m x 2.5m x 2.5m
- Maximum dimensions of unit at Murlough beach 3.5m x 2.5m x 2.7m

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**Section 11.7 – Works Specifications**

N/A

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AGREED by the parties through their authorised signatories as follows:-

Signed for and on behalf of the RNLI:-	Signed for and on behalf of the Beach Operator
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

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<b>Agenda Item:</b>	[This is the number the item will be given]
<b>Report to:</b>	Enterprise Regeneration and Tourism Committee
<b>Subject:</b>	Renewal of Service Level Agreement with National Trust for Litter Picking Murlough Beach
<b>Date:</b>	13 March 2017
<b>Reporting Officer:</b>	Marie Ward, Director Enterprise, Regeneration and Tourism
<b>Contact Officer:</b>	Simon Boyle

### Decisions Required

Agree recommendation

#### 1.0 Purpose and Background

The council has had a service level agreement with the National Trust to litter pick the Blue Flag section of Murlough Beach in order to comply with Blue Flag criteria (requires daily litter picks during the months of July and August) and to comply with the Litter Control Areas Order NI 1991 (Category 5 zone Amenity Beaches have to be kept 'Predominately free from all types of litter between May and September inclusive'. The National Trust employ staff to litter pick the beach and dispose of the collected litter, also the National Trust are the councils partners in providing a number of criteria to comply with the Blue Flag conditions i.e. toilets, safe car parking, recycling facilities, educational initiatives, litter bins on the beach, update water quality posters weekly and display the required material in the case of water pollution incidents, for this service we contribute £8K plus £1k for times the beach needs litter picked outside the July/ August period.

#### Key Issue

This is a single action tender provision

The National Trust have manage the litter clearance of the beach during the operational period of the Blue Flag award scheme '25 June – 11 Sept' an additional 10 days outside this period to deal with visitor numbers / litter during warm spells.

The National Trust will provide the following:

- A daily litter clearance of the defined beach area by 10 am each day throughout July and August, to maintain the beach in an excellent condition.
- A suitable number of litter bins located at the end of the board walk leading from the 12 arches car park, the number of bins will be sufficient to meet visitor pressure and will be clearly labelled which items can be recycled.
- Regular visits to the beach during the day to maintain a clean environment.
- The collection of litter should be segregated and recycled.
- They will provide a recycling point in their car park to comply with the relevant Blue Flag criteria.

	<ul style="list-style-type: none"> <li>▪</li> <li>• Litter pick the beach on 10 additional days to maintain a safe environment outside of the Blue flag period.</li> <li>• Litter picking on the additional 10 days must be completed by 10am to Blue Flag standard.</li> <li>• The National Trust will invoice the council Nov/Dec 2017</li> </ul> <p>Note Access is restricted; access to the beach is either through the board walk path system or along the beach from Newcastle. (No vehicular access through the dunes)</p>
<b>3.0</b>	<b>Recommendations</b> That the council approves the Service Level Agreement with the National Trust for 2017
<b>4.0</b>	<b>Resource Implications</b>  £8k for July and August, an additional £1k for the additional 10 days, if the additional 10 days are exceeded due to an exceptional warm period(s) the National Trust will seek agreement from the council before incurring further costs.
<b>5.0</b>	<b>Appendices</b>

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

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NEWRY, MOURNE AND DOWN DISTRICT COUNCIL

and

SAINT PATRICK VISITOR CENTRE

## **SERVICE LEVEL AGREEMENT 2017-2018**

Saint Patrick Visitor Centre

**Art. 30 + 32 Tourism NI order 1992**

This **SERVICE LEVEL AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2017 between **NEWRY, MOURNE AND DOWN DISTRICT COUNCIL** of O'Hagan House, Monaghan Row, Newry, BT35 8DJ, of the one part and the **SAINT PATRICK VISITOR CENTRE LIMITED** of 53A Lower Market Street, Downpatrick, BT30 6LZ of the other part.

## (1) Definitions

- (a) 'the Agreement' means this Service Level Agreement and Appendix 1 hereto;
- (b) 'the Centre' means the tourist facility/visitor centre called the St Patrick Visitor Centre situate at 53a Lower Market Street, Downpatrick, BT30 6LZ.
- (c) 'the Council' means Newry, Mourne and Down District Council, party hereto.
- (d) 'Financial Year' means 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018.
- (e) 'the Payment' means a **maximum** sum of £110,000 to be paid / applied by the Council to the SPVC in the Financial Year in accordance with this Agreement in return for the St Patrick Visitor Centre providing the services and meeting the targets set out at Appendix 1 of this Agreement.
- (f) 'the SPVC' means Saint Patrick Visitor Centre Limited, party hereto.
- (g) 'the NITB' means Northern Ireland Tourist Board.

## (2) Background

- i. The Council has statutory authority for the development of tourism within Newry, Mourne and Down District under the Tourism (NI) Order 1992. The Council recognizes that the tourism sector presents the District with one of the greatest potentials for sustainable economic growth and employment creation. In response to this growth potential and the funding opportunities presented by the Millennium Fund and the NITB, in the late 1990's the Council promoted the creation of a Board of Trustees to oversee the design, construction and operation of a visitor centre to interpret the history of Saint Patrick. It was anticipated that the creation of a visitor centre would not only present the story of Saint Patrick as it relates to the local area but would also operate as a national interpretive centre and capitalise on the international interest in Saint Patrick and Ireland's rich Christian heritage. It was also envisaged that the construction of a visitor centre would make a major contribution towards the regeneration of Downpatrick town centre. The Centre was constructed and operates on this basis.
- ii. In contributing to this vision the Council agreed to make the necessary land available and entered into a lease with the SPVC which is dated 3<sup>rd</sup> June 1999 for 99 years. The Council agreed to underwrite any operational loss of the Centre over the first 10 years up to a maximum of £100k in any one year. This ten year period has now expired.
- iii. In 2003 the NITB produced its Strategic Framework for Action 2003 to 2008. Within this Strategic Framework the NITB identified a number of Signature Projects which the NITB believed to present the opportunity for competitive advantage in the international market place. This strategy identified the St. Patrick legacy and Christian heritage as one of



those projects with the SPVC being a key element of the overall product offering.

- iv. The Council recognizes the ongoing potential presented by the tourism sector and the need to develop and market the local tourism product in both the local and international markets. The Council recognizes that the SPVC is a key element of the local tourism product portfolio and plays a central role in maximizing the opportunities presented by the St. Patrick's Signature Project.
- v. The Council has agreed to provide financial support to the SPVC for the financial year 2016/17 in the sum of £115,000 in return for the SPVC meeting the targets set down by this Agreement and in return for the provision by the SPVC of a range of services to be provided by the Centre which contribute to the local tourism industry.

**(3) Scope and Duration of the Agreement:**

- i. The Agreement takes effect from 1<sup>st</sup> April 2017 and shall terminate on 31<sup>st</sup> March 2018.
- ii. The Agreement may be modified at any time by mutual consent, such modifications to be evidenced by exchange of memoranda by the signatories to the Agreement or the delegated representatives.
- iii. The Agreement will terminate as per Clause (3) i. but may also be terminated by the Council by three months prior written notice from the Council to the SPVC.

**(4) Service to be Provided by SPVC**

- i. The SPVC shall provide the services and meet the targets detailed at Appendix 1 and shall carry out and meet the objectives and targets detailed at Appendix 1 to the satisfaction of the Council.

**(5) Charges for Service Provision**

- i. The Council shall make the Payment to the SPVC subject to the SPVC's performance against the annual targets and objectives for the financial year 2017/2018 (as set out in Appendix 1 hereto). The Payment shall be subject to any subsequent changes to or reprioritisation of the Council's financial resources.
- ii. In expending the Payment made to it by the Council the SPVC should demonstrate value for money and ensure all necessary legal and other requirements are complied with.
- iii. Failure by the SPVC to deliver on the services, objectives and targets set out in Appendix 1 within the agreed timescales may result in a full or partial withdrawal of payment.

**(6) The Centre Management**

- i. The Centre will be managed by the Director of the SPVC.
- ii. The Director, supported by the Chairman of the Board of Trustees of the SPVC, will be responsible for the delivery of the Agreement on behalf of

the SPVC. Any changes to this arrangement shall be communicated to the Council immediately.

- iii. The Council's lead contact in relation to the administration of the Agreement shall be the Director of Enterprise, Regeneration and Tourism. The Director will also act as Monitoring Officer on behalf of the Council and will oversee the implementation of this Agreement and monitor the performance of the SPVC against the targets and objectives outlined in Appendix 1 hereto. In the absence of the Director the Council's lead contact and Monitoring Officer in relation to the administration of the Agreement will be the Council's Chief Executive. Responsibility for the overall management of the Agreement will lie with the Council. Any change to the Council's lead contact / Monitoring Officer shall be communicated to the SPVC immediately.

- iv. The minimum Centre opening hours are as follows:

Monday – Saturday: 9am – 5pm (all year round)

Sunday: Closed (September to June)

Sunday: 1pm – 5pm (July & August)

The Centre must be open on all public holidays with the exception of Christmas Day, Boxing Day and New Year's Day.

Notwithstanding the above the Centre must open so as to accommodate the opening hours of the Council's Tourist Information Centre. Any Change to the Centre Opening Hours must be communicated to the Council immediately.

## (7) **Monitoring**

The following monitoring arrangements must be put in place:

- i. the Meetings of the Board of the SPVC must be recorded and the minutes forwarded to the Council within 14 days of any such meeting.
- ii. both parties to the Agreement will meet **4** times per annum to discuss and review the performance of the SPVC under the Agreement and to discuss any further issues that may arise.

There will be joint meetings between the Board of Trustees of the St Patrick Visitor Centre (including the Chairman of the Board of Trustees of the SPVC and the Director of the Centre) and the Council's Enterprise, Regeneration and Tourism Committee to discuss the performance of the SPVC under the Service Level Agreement and to discuss any further issues as may arise as and when required by 14 days prior written notice by either Party.

- iii. The SPVC shall produce a progress report to the Council at least twice annually.

## (8) **General Conditions:**

- i. The SPVC will provide the Council with information relating to the Agreement upon reasonable request by the Council.
- ii. The SPVC must establish and maintain effective and robust financial control systems in relation to the running of the Centre (to include the

Payment) and maintain proper and effective accounting records which identify individual financial transactions relating to it. A copy of the SPVC audited accounts must be supplied to the Council for the period 1<sup>st</sup> April 2016 -31<sup>st</sup> March 2017 by 31<sup>st</sup> December 2017. The Council may, if necessary, also request additional financial information from the SPVC. The provision of this information will be agreed with the SPVC.

- iii. The SPVC shall ensure that it informs the Council in a timely manner of all significant and / or untoward events especially those likely to attract media attention or become the subject of legal action which includes any circumstance which will or may affect the ability of the SPVC to meet the targets set out in Appendix 1 hereto.
- iv. The SPVC must ensure that all activities and services provided under the terms of the Agreement shall be delivered in such a way as to promote equality of opportunity and shall not discriminate on the grounds of religious belief, political opinion, race, disability, age, gender or sexual orientation.
- v. In carrying out the Agreement the SPVC is acting in its own right as an independent organisation and not as an agent of the Council. Neither party to the Agreement shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- vi. The SPVC will ensure that the requirements of the Health & Safety at Work Act 1974 and other Acts and Regulations, Directives and Orders on Health & Safety are observed.
- vii. The SPVC will confirm to the Council that adequate insurance to cover all liabilities as may arise in the course of the Agreement are in place and shall produce copies upon request to the Council.
- viii. The employees of the SPVC are the sole liability and responsibility of the SPVC and the Council accept no liability or responsibility whatsoever in relation to the employees of the SPVC.

**(9)**

- 9.1** The SPVC shall give immediate written notice to the Council in the event that it should become aware of:-
- i. any threat to the SPVC's financial viability, whether by the withdrawal or threatened withdrawal of other contributory funding, or otherwise; or
  - ii. any substantial deterioration in the SPVC's financial position or;
  - iii. if it becomes aware that it is not in a position to meet the targets set down by this Agreement.
- 9.2.** The Council through its authorised officers and agents, subject to the prior consent of the SPVC (such consent not to be unreasonably withheld or delayed), shall have the right to:-
- a. discuss all aspects of the SPVC's activities with its representatives and office-bearers;
  - b. assess the SPVC's impact on local tourist development;

- 9.3** The Council shall have the right to attend the Annual General Meeting of the SPVC.

#### **(10) Withdrawal/Repayment of Funding**

- i. In the event that any of the circumstances described in Clause 11(ii) should arise, the Council reserves the right to cease to make any further payments of the Payment, and the SPVC shall forthwith, upon the written demand of the Council, refund to the Council so much of the Payment as has not yet been spent.
- ii. The circumstances referred to in Clause 11(i) are the following:-
  - a. that the SPVC has for whatever reason been substantially jeopardised as to its future continuance;
  - b. that the SPVC has ceased to comply with the criteria for eligibility;
  - c. that the financial viability of the SPVC is no longer tenable for whatever reason;
  - d. that any of the information contained in the SPVC's request for the Payment transpires to have been materially incomplete, incorrect or misleading;
  - e. that the SPVC has failed to comply with any of its obligations in this Agreement;
  - f. that any part of the Payment has been applied in an improper manner.
- iii. It will be a matter for the discretion of the Council, reasonably exercised and acting by its designated officer(s), to determine whether any of the circumstances referred to in Clause 11(ii) have occurred.

#### **(11) Liquidation**

If and whenever during the period of this Agreement the SPVC, being a company, enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or enters into administration or has a receiver appointed over all or any part of its assets or the SPVC enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of creditors, the SPVC must inform the Council forthwith and the Council may terminate this Agreement immediately and this Agreement shall come to an end but without prejudice to the Council's rights in respect of any breach of SPVC's obligations contained in this Agreement.

#### **(12) Publicity/ Freedom of Information Act**

The Council reserves the right to publicly announce its funding of the SPVC and the extent of its commitment thereto, but otherwise all information passing between the Council and the SPVC shall be treated as confidential, unless otherwise agreed, and nothing in this Clause shall preclude the Council from fulfilling its obligations under the Freedom of Information Act.



**(13) Governing Law**

It is hereby agreed that the Agreement shall be governed by Northern Irish Law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

**(14) Limitation on Liability**

The parties acknowledge that the Council shall have no liability to the SPVC for any loss or damage sustained by the SPVC as a result of the Agreement.

**IN WITNESS** hereof Newry, Mourne and Down District Council has affixed its Official Seal and Saint Patrick Visitor Centre Limited has affixed its Common Seal the day and year first herein **WRITTEN**

**PRESENT** when the official seal of **NEWRY, MOURNE AND DOWN DISTRICT COUNCIL** was affixed hereto:- )

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CHIEF EXECUTIVE

**PRESENT** when the Common Seal of **SAINT PATRICK VISITOR CENTRE LIMITED** was affixed hereto:- )

**APPENDIX 1**

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**SERVICES, OBJECTIVES AND TARGETS: APRIL 2017 – MARCH 2018**

The Payment is made on the basis that the Centre shall provide the services and meet the targets detailed below and shall carry out and meet the services and targets below to the satisfaction of the Council:

1. The provision by the Centre of a range of services which:
  - a) presents the story of St. Patrick as it relates to the local area;
  - b) shall operate as a national interpretive Centre on St. Patrick; and,
  - c) capitalises on the international interest of St. Patrick and Ireland's rich Christian heritage.
2. The Centre shall increase the total number of paying visitors to the Centre in the period 1<sup>st</sup> April 2017 – 31<sup>st</sup> March 2018 by 2.5% based on the actual number of paying visitors to the Centre in the period 1<sup>st</sup> April 2016 – 31<sup>st</sup> March 2017.
3. The Director of the SPVC will actively work with the Enterprise Regeneration and Tourism, Arts, Culture and Heritage Section to develop a visitor tour which encompasses the St Patrick Visitor Centre, Down County Museum and St Patricks Grave.
4. The Centre will become Tourism NI Visitor Experience accredited in 2017/18

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

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NEWRY, MOURNE AND DOWN DISTRICT COUNCIL

and

THE DOWNPATRICK AND COUNTY DOWN RAILYWAY SOCIETY LIMITED

# **SERVICE LEVEL AGREEMENT 2017- 2018**

Heritage Railway, Market Street, Downpatrick

**Art. 30 + 32 Tourism (NI) Order 1992**

Newry, Mourne and Down District Council  
O'Hagan House  
Monaghan Row  
Newry  
BT35 8DJ

This **SERVICE LEVEL AGREEMENT** is made the \_\_\_\_\_ day of 2017 between **NEWRY, MOURNE AND DOWN DISTRICT COUNCIL** of O'Hagan House, Monaghan Row, Newry, BT35 8DJ, of the one part and **THE DOWNPATRICK AND COUNTY DOWN RAILYWAY SOCIETY LIMITED** having its registered office address at The Railway Station, Market Street, Downpatrick, County Down, BT30 6LZ of the other part.

### (1) Definitions

- (a) 'the Agreement' means this Service Level Agreement and Appendix 1 hereto;
- (b) 'the Company' means The Downpatrick and County Down Railway Society Limited, party hereto.
- (c) 'the Council' means Newry, Mourne and Down District Council, party hereto.
- (d) 'Financial Year' means 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2018.
- (e) 'the Payment' means a **maximum** sum of £21,600.00 to be paid / applied by the Council to the Society in the Financial Year in accordance with this Agreement in return for the Society providing the services and meeting the targets set out at Appendix 1 of this Agreement.
- (f) 'the Station' means the Heritage Railway at Market Street, Downpatrick.

### (2) Background

- i. The Council has statutory authority for the development of tourism within the District under the Tourism (NI) Order 1992. The Council recognizes that the tourism sector presents the District with one of the greatest potentials for sustainable economic growth and employment creation.
- ii. The Council recognizes that the Station is an important element of the local tourism product portfolio and plays an important role in maximizing the opportunities presented by heritage tourism.
- iii. The Council has agreed to provide financial support to the Company for the financial year 2017/18 in the sum of £21,600.00 in return for the Company meeting the targets set down by this Agreement and in return for the provision by the Company of a range of services to be provided by the Station which contribute to the local tourism industry.

### (3) Scope and Duration of the Agreement:

- i. The Agreement takes effect from 1<sup>st</sup> April 2017 and shall terminate on 31<sup>st</sup> March 2018.
- ii. The Agreement may be modified at any time by mutual consent, such modifications to be evidenced by exchange of memoranda by the signatories to the Agreement or the delegated representatives.



- ii. The Agreement will terminate as per Clause (3) i. but may also be terminated by the Council by three months prior written notice from the Council to the Company.

#### **(4) Service to be Provided by the Company**

- i. The Company shall provide the services and meet the targets detailed at Appendix 1 and shall carry out and meet the objectives and targets detailed at Appendix 1 to the satisfaction of the Council.

#### **(5) Charges for Service Provision**

- i. The Council shall make the Payment to the Company subject to the Company's performance against the annual targets and objectives for the financial year 2017/2018 (as set out in Appendix 1 hereto). The Payment shall be subject to any subsequent changes to or reprioritisation of the Council's financial resources.
- ii. In expending the Payment made to it by the Council the Company should demonstrate value for money and ensure all necessary legal and other requirements are complied with.
- iii. The Council shall make payment in two instalments:
  - a. The first payment to be made after 1 May 2017 and on receipt of previous end of year accounts and relevant reports in the sum of £10,800.00
  - b. The second payment to be made after 1 November 2017 in the sum of £10,800.00 and upon receipt of the six month report.
- iv. Failure by the Company to deliver on the services, objectives and targets set out in Appendix 1 within the agreed timescales may result in a full or partial withdrawal of payment.

#### **(6) The Company's Management**

- i. The Company will be managed by its Board of Directors.
- ii. The Board of Directors will be responsible for the delivery of the Agreement on behalf of the Company. Any changes to this arrangement shall be communicated to the Council immediately.
- iii. The Council's lead contact in relation to the administration of the Agreement shall be the Senior Tourism Initiatives Manager. The Senior Tourism Initiatives Manager will also act as Monitoring Officer on behalf of the Council and will oversee the implementation of this Agreement and monitor the performance of the Company against the targets and objectives outlined in Appendix 1 hereto. The Council's lead contact shall provide information, advice and support to the Company as reasonably required, and set up six-monthly meetings with the Company to consider the operation of the Agreement. In the absence of the Senior Tourism Initiatives Manager the Council's lead contact and Monitoring Officer in relation to the administration of the Agreement will be the Director of

Enterprise, Regeneration and Tourism. Responsibility for the overall management of the Agreement will lie with Council. Any change to the Council's lead contact / Monitoring Officer shall be communicated to the Company immediately.

- iv. The Company's lead contact shall be the Finance Officer of the Company who shall inform the Council, in writing, if there is any proposal by the Company to reduce the services as specified in Appendix 1, if there is a major change to the Company's financial budget and to notify the Council if there are amendments to the Company's Memorandum and Articles of Association.

## **(7) Monitoring**

The following monitoring arrangements must be put in place:

- i. the Meetings of the Board of the Company must be recorded and the minutes forwarded to the Council within 28 days of any such meeting.
- ii. both parties to the Agreement shall meet twice per annum to discuss and review the performance of the Company under the Agreement and to discuss any further issues that may arise.
- iii. the Council can request joint meetings between the Board of the Company and the Council's Enterprise, Regeneration and Tourism Committee to discuss the performance of the Company under the Service Level Agreement and to discuss any further issues as may arise as and when required by 21 days' prior written notice by either Party.
- iv. The Company shall produce a progress report to the Council at least twice annually.

## **(8) General Conditions:**

- i. The Company shall provide the Council with information relating to the Agreement upon reasonable request by the Council.
- ii. The Company must establish and maintain effective and robust financial control systems in relation to the running of the Station (to include the Payment) and maintain proper and effective accounting records which identify individual financial transactions relating to it. A copy of the Company's audited accounts must be supplied to the Council for the period 1<sup>st</sup> April 2016 -31<sup>st</sup> March 2017 by 31<sup>st</sup> December 2017. The Council may if necessary also request additional information, including financial information, from the Company and reserves the right to audit information supplied by the Company under this Agreement.
- iii. The Company shall ensure that it informs the Council in a timely manner of all significant and / or untoward events especially those likely to attract media attention or become the subject of legal action which includes any circumstance which will or may affect the ability of the Company to meet the targets set out in Appendix 1 hereto.

- iv. The Company must ensure that all activities and services provided under the terms of the Agreement shall be delivered in such a way as to promote equality of opportunity and shall not discriminate on the grounds of religious belief, political opinion, race, disability, age, gender or sexual orientation.
- v. In carrying out the Agreement the Company is acting in its own right as an independent organisation and not as an agent of the Council. Neither party to the Agreement shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- vi. The Company shall ensure that the requirements of the Health & Safety at Work (Northern Ireland) Order 1978 and other Acts and Regulations, Directives and Orders on Health & Safety are observed.
- vii. The Company shall confirm to the Council that adequate insurance (*inter alia* public, employers, buildings insurance) to cover all liabilities as may arise in the course of the Agreement are in place and shall produce copies upon request to the Council.
- viii. The employees of the Company are the sole liability and responsibility of the Company and the Council accept no liability or responsibility whatsoever in relation to the employees of the Company.

## **(9) Notification**

- 9.1** The Company shall give immediate written notice to the Council in the event that it should become aware of:-
- i. any threat to the Company's financial viability, whether by the withdrawal or threatened withdrawal of other contributory funding, or otherwise; or
  - ii. any substantial deterioration in the Company's financial position or;
  - iii. if it becomes aware that it is not in a position to meet the targets set down by this Agreement.
- 9.2.** The Council through its authorised officers and agents, subject to the prior consent of the Company (such consent not to be unreasonably withheld or delayed), shall have the right to:-
- a. discuss all aspects of the Company's activities with its representatives and office-bearers;
  - b. assess the Company's impact on local tourist development;
- 9.3** The Council shall have the right to attend the Annual General Meeting of the Company.

## **(10) Withdrawal/Repayment of Funding**

- i. In the event that any of the circumstances described in Clause 10(ii) should arise, the Council reserves the right to cease to make any further payments of the Payment, and the Company shall forthwith, upon the

written demand of the Council, refund to the Council so much of the Payment as has been made previously in this Financial Year.

- ii. The circumstances referred to in Clause 10(i) are the following:-
  - a. that the Company has for whatever reason been substantially jeopardised as to its future continuance;
  - b. that the Company has ceased to comply with the criteria for eligibility;
  - c. that the financial viability of the Company is no longer tenable for whatever reason;
  - d. that any of the information contained in the Company's request for the Payment transpires to have been materially incomplete, incorrect or misleading;
  - e. that the Company has failed to comply with any of its obligations in this Agreement;
  - f. that any part of the Payment has been applied in an improper manner.
- iii. It will be a matter for the discretion of the Council, reasonably exercised and acting by its designated officer(s), to determine whether any of the circumstances referred to in Clause 10(ii) have occurred.

## **(11) Liquidation**

If and whenever during the period of this Agreement the Company, being a company limited by guarantee, enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or enters into administration or has a receiver appointed over all or any part of its assets or the Company enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency (Northern Ireland) Order 1989 or any other arrangement or composition for the benefit of creditors, the Company must inform the Council forthwith and the Council may terminate this Agreement immediately and this Agreement shall come to an end but without prejudice to the Council's rights in respect of any breach of Company's obligations contained in this Agreement.

## **(12) Publicity/ Freedom of Information Act**

The Council reserves the right to publicly announce its funding of the Council and the extent of its commitment thereto, but otherwise all information passing between the Council and the Company shall be treated as confidential, unless otherwise agreed, and nothing in this Clause shall preclude the Council from fulfilling its obligations under the Freedom of Information Act 2000 or Environmental Information Regulations 2004.

## **(13) Governing Law**

It is hereby agreed that the Agreement shall be governed by Northern Irish Law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.





**APPENDIX 1****SERVICES, OBJECTIVES AND TARGETS: APRIL 2017 – MARCH 2018**

The Payment is made on the basis that the Company shall provide the services and meet the targets detailed below and shall carry out and meet the services and targets below to the satisfaction of the Council:

1. The Company shall operate a train service to the public and on each and every Saturday and Sunday commencing on the third weekend of June and until the second weekend of September.
2. The Company shall operate special train services on all bank holidays, and at seasonal times throughout the year, including but not limited to, St Patrick's Day, Easter Sunday and Monday, May Day Bank Holidays, August Bank Holidays, Halloween (the last weekend in October, first weekend in November), Christmas (December weekends) and New Year.
3. In addition, the Station shall be open to tours of the site, station, rolling stock and other facilities, not including train services, on the following additional days; every Saturday and Wednesday throughout the year.
4. The Station shall be open and be operational from 13.40pm to 17.40pm on the days set out above where a train service is provided, and from 10.00am to 17.00pm for stipulated tour days as agreed in advance by both parties.

The Railway is required to provide the services to the specified standard. If there is any material failure to meet these standards the Council may withhold future funding or claw-back funding already provided.

Further and for the avoidance of doubt, the Company shall be responsible for the following matters:

- The acquisition, maintenance, restoration of all exhibits and collections
- Operation of the railway on a self-financing basis
- Marketing and promoting the Station and its attractions and exhibitions
- Maintenance of all rolling stock and track and those lands upon and over which the track runs.

<b>Report to:</b>	Enterprise, Regeneration and Tourism Committee
<b>Date of Meeting:</b>	13 March 2017
<b>Subject:</b>	Purple Flag status for Newcastle
<b>Reporting Officer (Including Job Title):</b>	Marie Ward, Director
<b>Contact Officer (Including Job Title):</b>	Margaret Quinn, Project Development Manager

<b>Decisions required:</b>	
To note the contents of the report and approve the recommendation at point 3.	
<b>1.0</b>	<b>Purpose and Background</b>
1.1	Purple Flag is an international accreditation scheme for town and city centres in the evening and night time. It is the 'gold standard' for night time destinations. Following on from Newry's success at securing and maintaining Purple Flag Status, officers are investigating with local businesses the feasibility of Newcastle applying for Purple Flag status.
<b>2.0</b>	<b>Key issues:</b>
2.1	In order to develop an application for Purple Flag it is necessary to establish a steering group with participation from local businesses and stakeholder agencies including PCSP, PSNI and Council departments. It is proposed to have a meeting with interested businesses in April 2017. If agreement is reached to apply for the Purple Flag, an action plan will be developed for submission to the Purple Flag organisation by the closing date of 31 January 2018.
<b>3.0</b>	<b>Recommendations:</b>
3.1	That Council Officers work with the private sector in the Newcastle area to establish a Purple Flag working group and that if agreement is reached with the businesses that an application is submitted in January 2018 for Purple Flag status.
<b>4.0</b>	<b>Resource implications</b>
4.1	Officer time will be required. A budget of £1000 will be required to promote the initiative and to host related events. The budget is available in department's resources.
<b>5.0</b>	<b>Equality and good relations implications:</b>
5.1	The project will meet all equality and good relations criteria.
<b>6.0</b>	<b>Appendices</b>
	N/A

<b>Report to:</b>	Enterprise, Regeneration and Tourism Committee
<b>Date of Meeting:</b>	13 March 2017
<b>Subject:</b>	Autism Initiatives NI – Designating Newcastle as the first Autism Friendly town in NI.
<b>Reporting Officer (Including Job Title):</b>	Marie Ward, Director
<b>Contact Officer (Including Job Title):</b>	Margaret Quinn, Project Development Manager

<b>Decisions required:</b>	
To note the contents of the report and approve the recommendation at point 3.	
<b>1.0</b>	<b>Purpose and Background:</b>
1.1	Officers have recently met with officials from Autism Initiatives. The organisation is a UK wide body with a turnover of £47 million. It is the largest voluntary sector provider of direct services to children and adults with an Autism Spectrum condition in Northern Ireland. The organisation has developed rapidly since it was established in 2002 and it currently employs 260 staff.
<b>2.0</b>	<b>Key issues:</b>
2.1	Autism Initiatives is currently consulting on the potential development of an exclusive Autism-Specific holiday home in Newcastle which could provide employment for 90 people. The organisation also aspires to have Newcastle designated as the First Autism Friendly town in Northern Ireland. In May 2017 Newcastle will feature as the host location for an exchange programme – ‘TILL’ in partnership with a charity based in Boston, USA. Autism Initiatives believes that the development of autism specific accommodation in Newcastle and town friendly designation will promote tourism opportunities for Newcastle as well as providing additional employment opportunities.
<b>3.0</b>	<b>Recommendations:</b>
3.1	That Council Officers work with the private sector in the Newcastle area to promote and develop the concept to have Newcastle awarded the status as First Autism Friendly town in Northern Ireland.
<b>4.0</b>	<b>Resource implications</b>
4.1	Officer time will be required.
<b>5.0</b>	<b>Equality and good relations implications:</b>
5.1	This project meets all equality and good relations criteria.
<b>6.0</b>	<b>Appendices</b>
	N/A



<b>Agenda Item:</b>	
<b>Report to:</b>	Enterprise Regeneration and Tourism Committee
<b>Subject:</b>	Village Renewal: Acceptance of Letter of Offer
<b>Date:</b>	13 <sup>th</sup> March 2017
<b>Reporting Officer:</b>	Marie Ward, Director Enterprise, Regeneration and Tourism
<b>Contact Officer:</b>	Amanda Smyth
<b>Decisions Required</b>	
To note/agree etc the contents of the report and approve recommendations at Section 3	
<b>1.0</b>	<p><b>Purpose and Background</b></p> <p>An application for funding submitted to Mourne Gullion Lecale (MGL) Rural Development Partnership has now been approved.</p> <p>The project is for the creation of 18 new village plans and the update of 24 existing village plans. (NB: Some of the Village Plans will be for a cluster of 2/3 small settlements). Project commencement date is 27 Feb 2017, with an end date of 30<sup>th</sup> November 2017</p>
<b>2.0</b>	<p><b>Key Issue</b></p> <p>The Project Objectives as outlined in the Letter of Offer are as follows:</p> <ul style="list-style-type: none"> <li>• To appoint a delivery team with the required expertise necessary to support NMDDC in project delivery by 27 March 2017</li> <li>• To undertake 42 site visits across the district by 27 July 2017</li> <li>• To host 42 public consultation events /activities by 27 October 2017</li> <li>• To produce 42 updated or new Village Plans within 27 November 2017</li> </ul> <p>In order to comply with the above objectives and time frame the Letter of Offer from Mourne Gullion Lecale (MGL) Rural Development Partnership for funding of £51,375 should now be accepted and the project commenced. Match funding requirement from Council is £20,000 which has been confirmed in the 2017/18 rate estimates.</p>
<b>3.0</b>	<p><b>Recommendations</b></p> <p>To accept the Letter of Offer from Mourne Gullion Lecale (MGL) Rural Development Partnership for funding of £51,375. Match funding requirement from Council is £20,000 which has been confirmed in the 2017/18 rate estimates.</p>
<b>4.0</b>	<p><b>Resource Implications</b></p> <p>Total cost of the project is £68,500  Funding has been secured for £51,375  Match funding to be provided by Council in 2017/18: £17,125</p>
<b>5.0</b>	<p><b>Appendices</b></p> <p>N/A</p>

<b>Report to:</b>	ERT Meeting
<b>Date of Meeting:</b>	March 2017
<b>Subject:</b>	AONB and MPA Management
<b>Reporting Officer (Including Job Title):</b>	Marie Ward, Director
<b>Contact Officer (Including Job Title):</b>	Caroline Nolan SLLP Manager Darren Rice Ring of Gullion LP Manager Therese Hamill Ring of Gullion Officer

### Decisions required:

To note.

#### 1.0 Purpose and Background:

1.1

In the Newry, Mourne and Down District there are three Areas of Outstanding Natural Beauty (AONBs); Strangford Lough & Lecale AONB, Mourne AONB and the Ring of Gullion AONB.

AONB designations are derived from the Nature Conservation and Amenity Lands (NI) Order 1985. Designation signals that the landscape is of importance to the whole of Northern Ireland and it allows to make proposals for:

- Conserving or enhancing the natural beauty and amenities of the area;
- Conserving wildlife, historic objects or natural phenomena within it;
- Promoting its enjoyment by the public;
- Providing or maintaining public access to it.

NMDDC employ the staff that manage the Strangford Lough & Lecale and Ring of Gullion AONBs. Strangford Lough & Lecale AONB stretches across two council areas: NMDDC and Ards and North Down BC.

The Northern Ireland Environment Agency (NIEA) issued a Letter of Offer for the period 16/17 – 18/19 to NMDDC to manage the two AONBs. The total amount from the NIEA for the three year period is £487,458. This is funded at approximately 50% (It differs between AONB, and from year to year). Match funding is secured from NMDDC, Ards and North Down BC and the Heritage Lottery Fund.

Each AONB is managed by implementing a Management Action Plan. A condition of the NIEA LoO is to review, and write new action plans for both of the AONBs by June 2017. A final draft copy will be provided to ERT Committee in May.

Each management action plan will have outcomes for; our natural environment; our historic environment; the communities that live, work and visit our AONBs; outdoor recreation; and the management of AONBs.

These outcomes deliver on several European, National, Regional and Local strategies, policies and plans, most notably for NMDDC; Community Plan; Local

	<p>Biodiversity Action Plan; Corporate Plan; Economic Regeneration and Investment Strategy 2015-2020; and the Tourism Strategy 2017-2021.</p> <p>The Strangford Lough Marine Protected Area Management Scheme is being produced by the SLLP Office on behalf of DAERA with input from relevant statutory bodies, including council officers and elected members on SLLP. It will be submitted to DAERA by 31 March and will thereafter go to ERT / Council (tbc by DAERA).</p> <p>As part of the above work the SLLP Committee TOR is being reviewed. It will be provided to both NMDDC and ANNDBC councils for agreement / adoption.</p> <p>In addition NMDDC SMT will be consulted on the 4<sup>th</sup> April to discuss the implications of AONB plans to the wider council functions. AONBs by their nature are cross cutting and require a collective effort to implement. Conservation and community engagement is at the core of the work but the benefits are widespread</p>
<b>2.0</b>	<b>Key issues:</b>
2.1	To note only
<b>3.0</b>	<b>Recommendations:</b>
3.1	To note only
<b>4.0</b>	<b>Resource implications</b>
4.1	<p>The SLLP Office is funded 63% by NIEA to deliver this work. Ards and North Down Borough Council contribute 18.5% as does NMDDC. Total budget for 2017/18 is approx. £134,917.</p> <p>The Ring of Gullion is funded at 50% by NIEA in 16/17. The Heritage Lottery Fund and NMDDC contribute the remaining 50%. The total budget for 17/18 is £394,489.</p> <p>The SLLP intend to apply for a Landscape Partnership Scheme in November 2017 and other funding to help deliver the AONB Action Plan.</p> <p>The Marine Site Scheme sets out the statutory responsibilities of relevant authorities for the conservation of the designated habitats and species of Strangford Lough such as harbour seals, overwintering birds and saltmarsh. It also guides authorities with respect to projects and plans so that they do not damage these features. These relate to Planning, Tourism, Outdoor Recreation, Biodiversity and other council functions and officers from these sections have been involved in the development of the Scheme.</p> <p>NMDDC have allocated core budget for both AONB staff and core operation in 2017/18.</p>
<b>5.0</b>	<b>Equality and good relations implications:</b>
5.1	None
<b>6.0</b>	<b>Appendices</b>





<b>Report to:</b>	Enterprise, Regeneration and Tourism Committee
<b>Date of Committee Meeting:</b>	13 <sup>th</sup> March 2017
<b>Subject:</b>	Recommendations from Castlewellan Forest Park Task and Finish Project Board – 10/02/17
<b>Reporting Officer (Including Job Title):</b>	Marie Ward Director Enterprise Regeneration and Tourism
<b>Contact Officer (Including Job Title):</b>	Shirley Keenan Project Development Officer -HLF Enterprise Employment and Regeneration

<b>1.0</b>	<b>Purpose and Background:</b>
1.1	<p>The Castlewellan Forest Park Task and Finish Project Board met on 10<sup>th</sup> February 2017.</p> <p>As part of the consultation activities a World Cafe Style Conversation Workshop took place on 1<sup>st</sup> February 2017. The facilitator, Perspectivity Ireland Ltd produced a report detailing the information that was collated at the workshop from over 40 flipcharts and 70 A5 cards. Sharing the report publically will enable readers to consider the diverse range of thoughts and opinions held in respect of the Forest Park.</p> <p>Recommendations listed in paragraph 2 are presented for Committee consideration.</p>
<b>2.0</b>	<b>Recommendations for consideration by Committee:</b>
2.1	It is recommended that the report entitled "Cafe Conversation- The Heritage Potential of Castlewellan Forest Park" is shared with the public as a record of the information collated at the World Cafe Style Conversation Workshop which took place on 1 <sup>st</sup> February 2017. It must also be noted that Council cannot commit to implementing all of the suggestions/ideas recorded.
<b>3.0</b>	<b>Appendices</b>
	Appendix 1 : Report entitled "Cafe Conversation- The Heritage Potential of Castlewellan Forest Park" Author : Perspectivity Ireland Ltd.

## Report of the Café Conversation – The Heritage Potential of Castlewellan Forest Park

The Lodge, Castlewellan, February 1, 2017.



## Report of the Café Conversation – The Heritage Potential of Castlewellan Forest Park

### 1. Introduction

This is a record of the output from a World Café conversation that was held in The Lodge in Castlewellan on February 1<sup>st</sup> 2017. Seventy five participants took part from a wide diversity of interests – both formal user groups, businesses, local politicians, community members and representatives of a current live issue regarding the equine community.

The event started at 7.00pm and lasted for around an hour and a half. The context was set by Councillor Mark Murnin from the Slieve Croob District Electoral Area.

The workshop was facilitated by Michael Donnelly who works with Perspectivity – an international collective of consultants and facilitators who specialise in participative processes.

### The Café Workshop

The Café Conversation workshop is a helpful method of bringing a diverse group of people, in this case over 70 people into a theme based conversation. People sit at tables of up to six people. Each person is invited to jot down key insights, reflections, ideas as they emerge. The café works with three rounds of questions, each one taking the participants a little deeper into the issue.

There are a couple of notable points. The first is that every table is asked to respond to the same question at the same time. The second is that participants move to other tables three times where they can get the chance to integrate what they have discussed with insights from other tables. This way networking and information sharing is increased. Over the three rounds there is a convergence around the key themes that appear as being priority or significant.



The three questions that were posed in this short workshop were:

1. What does Castlewellan Forest Park mean to you
2. Where is there potential in the park?
3. How can the potential be released?

Over 40 flip charts and 70 A5 cards of insights were produced on the night. The essence and summary of these is produced below with the fuller material in the appendices.



## 2. The findings from the Café Workshop

### Round One: What Does Castlewellan Forest Park mean to you?

This is the first question in the workshop – designed to allow participants to access their own personal connection to the Park. The broad range of experiences people articulate is testimony to the depth of ownership that is felt about what the park is and stands for. Aside from it being a venue for all kinds of activities – participants voiced much more philosophical and emotional connections that reflect its role as a safe harbour, a place of well being, a place for all people to access no matter their religion, their disability, their mental health. The ability to get close to nature is highly prized.



The summarised points from question one:

- It means access – for literally every need and interest
- It means beauty, tranquillity and wellbeing
- It means action and recreation
- It's a source of pride and memories
- It means a safe space
- It means access to nature
- It means a place to learn

### Round Two: Where is There Potential in the Park

The second question asked about the potential in the park. This difficult question made people reflect on why there was potential and what that might mean for them and others. As a result there were five main identified areas of potential – some of which carry a wide array of ideas. They are:



- Built and natural heritage are assets
- Events and recreation
- Natural assets
- Its popularity
- Equine potential

Within these the potential of the built and natural heritage focused on buildings, landscape, and nature. The Castle and its use, accessibility, heritage, and potential for services to the public was consistently present across all the tables. It is clear that the public are now asking for some transparency around its ownership and use in a way that has not been as evident before.



## Round Three: How best can the potential be released?

This was the key question in the process – the one which generated most debate and ideas. It marks where the flow of the conversation moves a group during a café conversation – towards resolution or concrete ideas. Four major themes emerged which represent huge opportunity for the future of the Park – both in terms of how to maximise what is there already and some interesting ideas for brand new facilities and development opportunities for the future.

The Four themes are:

- 1. Transform the Management Regime Overseeing the Park and its Development**
- 2. Place the Emphasis on the heritage that is embodied in the Park**
- 3. Improve the Infrastructure and Facilities already there**
- 4. Open up Opportunities for new things to happen**

Many of the propositions, ambitions, and advice that are embedded in the suggestions are very actionable and practical. The range of ideas spreads from the long-term vision for the Park – even with the propagation of trees for the future arboretum development, through to economic development ideas.

There is a notable emphasis on the management – how people are involved, the transparency of management and decision making, and the ability to focus the park towards financial sustainability. This is of interest given the level of appreciation voiced in the first round for the accessibility of the park for everyone. Therefore there is a balancing between securing revenue from park users and the ability to keep it affordable for local people to use. It is worth noting how the horse-access issue raised a much explore topic of managing the competing pressures of users. It is essential to keep the park accessible to a wide range of users and there are many ideas for how this can happen practically – from enhanced trail management, to improved marker points, and ways for people to remain engaged in the decision making process.



The second theme of Heritage is interesting – There is a clear and consistent appreciation of the heritage in the Park and its importance to any development. There are many practical and innovative ideas on how to enhance the heritage. Participants appreciate that this is the differentiator – the potential to market the park not only to local people for them to learn about their own locale, but also for tourists. There are

hidden gems dotted throughout the park where there are stories to be told, and places for people to stop and spend time – such as the Duck Pond and its tea-house, the bothy, the glass houses, the grange itself. There is an appeal to use local knowledge in this work.

Again the Castle comes back as a key opportunity for development for the public good.

## Theme One: Transform the Management Regime Overseeing the Park and its Development

### 1. Managing the Pressures of Sharing the Park

Manage multi use - walkers, riders, bikes, canoes, anglers  
Facilitate the use of the park for community, tourism, as a space of learning about nature  
Integrate rather than segregate trails – needs good signage and visible markers at interfaces  
Manage the trails – not just the new ones e.g. horse trails – brambles and divots  
Stronger voice for public users  
Consult with public before making changes  
Consult with user groups – e.g. horseriders  
Better dog control  
More control over the dirt that is generated in the park – horses, dogs, litter

### 2. Having Clear Authority and Management Structure

Cooperation between so many organisations that have responsibilities for the park  
Take away (the whole) park from Forest Service as a matter of priority and give it to Council  
Develop a funding plan including seasonal permits  
National trust style of management to bring in more money

### 3. Appropriate Staffing

Has to be adequately staffed  
More role for volunteers  
Needs trained staff to develop gardens and specimen trees

### 4. Marketing the Park

Market the parks as a package  
Link up with other parks to offer all the activities  
What is the Tourism strategy for Castlewellan Park?  
Make a website – tell people how amazing the place is



## Theme Two: Place A Major Focus on Heritage

### 1. Communicating the Heritage

Having a heritage focus  
Need to show off all heritage, who, what, when  
Develop and share an appreciation of the heritage landscape



2. **Signage – boards for education about buildings and history**
  - Historical App on phone
  - Storyboard for peace maze
  - Tell story of estate to visitors
  - Show more of the Annesley family heritage
  - Tell of Magennis heritage
  - Historical monuments not well known to locals and need to be seen more
  - Release historical artefacts that are in storage and make boards for interpretation



3. **Appreciating the Trees**
  - Grow slow-growth trees to encourage wildlife
  - Propagation of trees / saplings / young trees for the future arboretum
  - Long-term thinking – native only species other than in arboretum
  - No more commercial tree planting
  - Enhance the arboretum
  - Restore the fruit garden
  - Tree trail in walled garden
4. **Bringing Built Heritage Back to Life**
  - Repair the arboretum – conservation works, glass houses
  - Develop the glasshouse – please
  - Open the mass rock
  - Improve the ponds
  - Sensitive renovation
  - Restore tea house overlooking long duck pond
5. **What is happening with the Castle?**
  - Open up the Castle
  - Greater community use of the Castle
  - Castle access – more info about this is needed
  - Open the castle for all
  - Unused potential: castle could be a major attraction
  - Castle as an information centre and coffee shop

### Theme Three: Improve the Infrastructure and Facilities

1. **Improve Accessibility**
  - Make lakeside wheelchair accessible
  - The path around the lake tarmac so wheelchairs can use
  - Improve lakeside accessibility for wheelchairs and pushchairs
  - Fix roads to enable coaches
  - Transport links
2. **A better café**
  - Visitor centre, one stop shop
  - Decent large café
  - Better coffee shop such as Avoca
3. **Fix the maze**
  - Put the bell back on the maze
  - Fix the Maze – its too easy to cheat – close the gaps

#### 4. Upgrade Facilities

- Extend camping/caravan park to include organised activities for kids and adults, including disabled
- Tidy up the lakeside (it's a shambles)
- Signposting and seats
- Provide proper visitor services
- Extend the playground
- Pond in park as a venue for picnics
- Somewhere to paddle for beginners

#### 5. Improve Signage / Navigation

- Create an information point
- Signage – starting from outside the Park – approaches, in the town
- Clear signage once in the park
- Colour coded maps dedicated for different users
- Maps provided as default when you drive in
- Develop a heritage app to guide people round the park
- Distance markers
- Markers at activity interfaces

### Theme Four: Making the Park Available for Activities, Art, and New Ideas

#### 1. New Ideas

- A museum to show off our heritage – such as a motor museum.
- Filming location
- Accommodation within the park
- Continue holding social / community events
- Events and special days (e.g. Dan McClean type)
- Organised events – music, sports, culture, park run, family events
- Workshops in the castle
- Horticulture classes
- Exploit the educational potential
- Art classes
- Sculpture exhibition in the glass houses and walled garden
- New sculpture trail – work with young people and artists together so that art informs visitors
- Sculptural markers at trailheads, walk, ride bike

#### 2. Facilitate Sporting Groups

- ILDRA / URDA rides
- Fell runs
- Cross country races
- Biking competitions
- Park runs
- Promotion of area for physical training e.g. figure 8 etc.
- Trekking





## Appendix One – Responses to Question One from Café Workshop

### 1. What Does Castlewellan Forest Park mean to you?

#### It Means Access – for literally every need and interest

Space for everyone  
 Excellent access with lots of potential to do lots more  
 Access for all! Shared trails  
 Walkers free  
 A family park  
 Disabled access to all the park on horse back  
 Everyone is able to use the park – all ages and interests  
 Reasonable access for special needs  
 Accessible for all (special needs)  
 Accessible  
 Great for other one-off events – shows etc.  
 Variety of stuff going on  
 Good facilities – toilets, indoor spaces  
 Value for money

#### It means beauty, tranquillity and wellbeing

Beautiful scenery and peaceful surroundings  
 Views outstanding, probably one of the most scenic parks in NI.  
 The natural beauty of the Park  
 A place to walk with friends and her dogs  
 Inspiration and mental health  
 Therapy  
 Freedom for kids  
 Health physical, mental  
 Well being  
 Topography  
 Excellent health and wellbeing  
 A feeling of space and freedom  
 Community  
 Freedom  
 One of the prettiest places in Ireland  
 I live here! – I walk, bike, run, free of charge  
 Good for all the family

#### It means action and recreation

Recreational Space  
 Christmas Cracker run  
 Exercise  
 A place to discover and explore  
 Recreational space for horse riding, heritage, dog walking, visitor attraction, fitness health,  
 Scout camping site  
 Playground is great  
 It's a great outdoor space that is so accessible for the whole community – childrens play, natural play, picnics,  
 play park, maze, walled garden, lake, mountain, bike, walk, run, dog  
 Peaceful place to walk and horse ride  
 Trails – walking, biking, horses  
 Walking

**It's a source of pride and memories**

Memories

It's a place I have used since I was five and so do my children now

Heritage

Source of local pride

It's a Park – not a Forest Park!

**It means a safe space**

A safe place ride my pony

Safe space for children and families

Safe space

Safe off road place to ride horses

Safe place

**It means access to Nature**

Birdsong

Red Squirrels

Pine Martins

Outstanding gardens,

Fresh air

Access to the natural environment

The Lake is clean

Close to nature

**It Means A Place to Learn**

Education – history, environmental

Educational rangers – great resource

A historical place – linked to WW2

## Appendix Two: Responses to Question Two from Café Workshop

### 2. Where is There Potential in the Park

#### Built and Natural Heritage Are Assets

People not aware of ice house, tea house, mass rock – ice was taken off the lake  
 It's the only park with an internationally important tree collection, famous gardens, a castle,  
 Education about heritage and landscape  
 Heritage history  
 Heritage tourism  
 The historical features.  
 History  
 Heritage  
 Local knowledge  
 Castlewellan has potential to exploit its heritage

The arboretum with its trees from around the world  
 Old trees

Castle  
 Castle is underused  
 Glasshouses in walled garden  
 The grange has potential  
 Moorish Tower and the tea house  
 Leisure and heritage tourism  
 The buildings

#### Events and Recreation

Recreation  
 Maze  
 Walking running – recreation  
 Canoeing / cycling / fishing – business tourism  
 Castlewellan Show  
 The Lake is not an ornament  
 Maze  
 Physical recreation  
 Swimming – is it possible to put a beach in?  
 Kayaking  
 A good café and catering  
 Camping

#### Natural Assets

The lakes are not used enough  
 a lake and its biodiversity  
 Views are outstanding – probably among the best in NI  
 Views of the Mourne mountains, The Irish Seas Coastline  
 The natural beauty of the Park  
 Beautiful scenery  
 It's an almost wild environment – allows access into a forest environment  
 Seeing beyond the logging  
 Views  
 Water  
 There's masses of space  
 The views – sea, slieve croob, Leitrim  
 Size

**Manage its popularity**

Recognising that there are many users of the park and ensure that all can share the space

Don't over develop the park

Park can be a symbol of a shared future for Castlewellaan

Model of good practice for activities to co-exist

Access for all! Shared trails

Location for "on the spectrum" children adults to commune with nature

**Equine potential**

Good for young riders and to train young horses

Things in the evening as well as daytime

Equine tourism



## Appendix Three: Responses to Question Three from Workshop

### How best can the potential be released?

#### A Major Focus on Heritage

##### 1. Communicating the Heritage

- Having a heritage focus
- Need to show off all heritage, who, what, when
- Develop and share an appreciation of the heritage landscape

##### 2. Signage – boards for education about buildings and history

- Historical App on phone
- Storyboard for peace maze
- Tell story of estate to visitors
- Show more of the Annesley family heritage
- Magennis heritage?
- Historical monuments not well known to locals and need to be seen more

Use the courtyard for businesses

##### 3. Appreciating the Trees

- Grow slow-growth trees to encourage wildlife
- Propagation of trees / saplings / young trees for the future arboretum
- Long-term thinking – native only species other than in arboretum
- No more commercial tree planting
- Enhance the arboretum
- Restore the fruit garden
- Create a tree trail
- Tree trail in walled garden

##### 4. Bringing Built Heritage Back to Life

- Repair the arboretum – conservation works, glass houses
- Develop the glasshouse – please
- The conservation of old glasshouse and rebuild of former ones
- Open the mass rock
- Improve the ponds
- Improve the tea house
- Sensitive renovation
- Restore tea house overlooking long duck pond

##### 5. Making the Park Available for Activities, Art, and New Ideas

###### Museum

A museum to show off our heritage – such as a motor museum. It would ensure people are able to do more than one thing in a single location.

###### Filming location

Release historical artefacts that are in storage and make boards for interpretation

Continue holding social / community events

Events and special days (e.g. Dan McClean type)

Organised events – music, sports, culture, park run, family events

Outdoor personal development activities on the lake

Workshops in the castle

Horticulture classes

Exploit the educational potential

Art classes

Sculpture exhibition in the glass houses and walled garden

New sculpture trail – work with young people and artists together so that art informs visitors

Sculptural markers at trailheads, walk, ride bike

Link with the towns trails and heritage such as Bunkers Hill

## 6. Facilitate Sporting Groups

ILDRA / URDA rides

Fell runs

Cross country races

Biking competitions

Park runs

Promotion of area for physical training e.g. figure 8 etc.

Trekking

Figure of eight track

## Managing the Park Better

### 1. Managing the Shared Pressures

Find a way to share without restricting any group too much

manage multi use - walkers, riders, bikes, canoes, anglers

Buffer zones on all paths

Recognise that all users (walkers, riders, bikers, canoes etc. have equal right to use park

Facilitate the use of the park for community, tourism, as a space of learning about nature

Integrate rather than segregate trails – needs good signage and visible markers at interfaces

Manage the trails – not just the new ones

Maintain horse trails – brambles and divots

Stronger voice for public use

Consult with public before making changes

Consult with user groups – e.g. horseriders

Dogs under control / enforced

Better dog control

More control over the dirt that is generated in the park – horses, dogs, litter

Dog park – for dogs who misbehave

Horse corral – so we can go to café

Canter track

Use lake for non motorised activities

### 2. Decision Making Clear

Cooperation between so many organisations that have responsibilities for the park

Develop a funding plan including seasonal permits

National trust style of management to bring in more money

Take away (the whole) park from Forest Service as a matter of priority and give it to Council

Use local knowledge as an asset

### 3. Appropriate Staffing

Has to be adequately staffed

More role for volunteers

Needs trained staff to develop gardens and specimen trees

## Improve the Infrastructure and Facilities

**1. Improve Accessibility**

- Make lakeside wheelchair accessible
- Wheelchair friendly walks around lake
- The path around the lake tarmac so wheelchairs can use
- Improve lakeside accessibility for wheelchairs and pushchairs
- Fix roads to enable coaches

**2. A better café**

- Bigger café needed
- Visitor centre, one stop shop
- Develop café
- Decent large café
- Better coffee shop such as Avoca

**3. Fix the maze**

- Put the bell back on the maze
- Fix the Maze – its too easy to cheat – close the gaps
- Tidy up the lakeside (it's a shambles)
- Signposting and seats

**4. Upgrade Facilities**

- Extend camping/caravan park to include organised activities for kids and adults, including disabled
- Extend the playground
- Accommodation within the park
- Pond in park as a venue for picnics
- Somewhere to paddle for beginners
- Proper visitor services
- Allow coaches to access the park
- Transport links

**5. What is happening with the Castle?**

- Open up the Castle
- Greater community use of the Castle
- Castle access – more info about this is needed
- Open the castle for all
- Unused potential: castle could be a major attraction
- Castle as an information centre and coffee shop

**6. Improve Signage / Navigation**

- Information point
- Signage – starting from outside the Park – approaches, in the town
- Maps provided as default when you drive in
- Clear signage once in the park
- Colour coded maps dedicated for different users
- Develop a heritage app to guide people round the park
- More signage
- Distance markers
- Markers at activity interfaces



## Appendix Four – Introduction to World Café Process used for Workshop

### A Guide To Tonight's World Café on Castlewellan Forest Park

#### Having a Great Café Conversation

Welcome to the Castlewellan Forest Park World Café. Tonight's event is all about the heritage in the park and your ideas for the future. Heritage Lottery Fund is interested in helping develop the heritage of the park; to make it more available so that it provides more leisure, recreation, business, and social benefits to the public. The conversation that we are having is about the buildings, the layout, the landscape, the trees, the lakes, the paths, the walled garden and how they may all be protected, enhanced, and used for the common good. Your views, and those of all the community of park users are the basis for developing that plan. Be sure to leave as much information and ideas as you can.

**World Café** is a way to allow diverse groups of people to meet each other around a topic they care about, in our case, Heritage in Castlewellan Forest Park. We call it a café because it is informal and cafés are where interesting conversations take place. We ask you to be open – to hearing what others are saying and open to sharing what you know and experience too.

**How it works.** This evening there will be three rounds of conversations, each lasting 20 minutes, each of which is inspired by a question. The question will be presented at the start of each round. Try to keep to just that question and the conversation will flow along. After each 20 minute round, you move to another table (if this is practical) to meet up with a new group of café-participants. You can share what you heard and listen to what they heard and make the connections between your stories and discuss a new question.

**Table Host.** Agree one person at your table who will stay behind as the table host – to welcome new visitors to the table and to encourage people to share and participate with their stories.

**Everyone at your table** - take a marker and jot down your thoughts and ideas and doodles and anything of significance. Use the cards on the table to write down anything particularly insightful – we will collect those during the evening and put them at the front of the room. Have fun.



<b>Report to:</b>	Enterprise, Regeneration and Tourism Committee
<b>Date of Committee Meeting:</b>	13th March 2017
<b>Subject:</b>	Castlewella Forest Park – Recreation Forum
<b>Reporting Officer (Including Job Title):</b>	Marie Ward Director Enterprise Regeneration and Tourism
<b>Contact Officer (Including Job Title):</b>	Shirley Keenan Project Development Officer -HLF Enterprise Employment and Regeneration

<b>1.0</b>	<b>Purpose and Background:</b>
1.1	<p>At present Council, through Mourne Heritage Trust (MHT), manages mountain bike and walking trails in the forest, while a scoping exercise has been commissioned that will consider options for horse riding, including the possibility of Council taking a licence for this activity. While, this grouping would be convened to take into account all of the major outdoor recreation activities in the park – including some for which responsibility continues to reside with Forest Service – this would be for the purposes of communications around the key interfaces, issues and management approaches. It would therefore be without prejudice to considerations and decisions about present and future management responsibilities, albeit that it might inform these. Accordingly it should not, of itself, be taken to imply any adjustment of current remits)</p> <p><b>Proposed Invitees:</b> Outdoor recreation event promoters/ applicants (last and next 12 months); Outdoor Education Centres; private sector outdoor activity providers; off road horse riding group; representatives of anglers (including disabled angler keyholders); mountain bike users (including guided group leaders); walkers (including Ulster Federation of Rambling Clubs); Outdoor Recreation NI. It is suggested that this list is taken as indicative rather than prescriptive and that a degree of flexibility is maintained to facilitate expressions of interest, new users, the discretion of the forests ranger etc in identifying new invitees.</p> <p><b>Mechanism:</b> Meeting twice per annum at a venue within the park, convened and chaired by MHT with Council Countryside Access Officer and Forest Service in attendance.</p> <p><b>Relationship to other groups/projects:</b> The group would not be formally constituted, remaining an informal consultative forum. It would be stand-alone and for the purpose stated above. However, it may provide a useful complement to the ongoing work of the Castlewella Forest Park Task and Finish Group to develop a Heritage Lottery Fund application for protection and enhancement of the natural and built heritage and related infrastructure development.</p> <p>Recommendations listed in paragraph 2 are presented for Committee consideration.</p>
<b>2.0</b>	<b>Recommendations for consideration by Committee:</b>
2.1	To establish a Castlewella Forest Park Recreation Forum to provide a proactive channel for two way communication on interfaces between and issues impacting upon the various outdoor recreation activities in Castlewella Forest Park, informing management approaches and acting as a forum in which to build mutual understanding and consensus among key users.

<b>3.0</b>	<b>Appendices</b>
	N/A

<b>Agenda Item:</b>	Insert Agenda Item
<b>Report to:</b>	Enterprise, Regeneration and Tourism Committee – March 2017
<b>Subject:</b>	<i>Lease Agreement - Rath Turret Site, Warrenpoint</i>
<b>Date:</b>	13 March 2017
<b>Reporting Officer:</b>	Marie Ward, Director
<b>Contact Officer:</b>	<i>Briege Magill, Administration Officer</i>

### Decisions Required

Members are asked to note the contents of the report, and agree to the renewal of a 5 year lease of the Rath Turret site from the owner with terms and conditions similar to previous lease (nominal rent) and the payment of owner's reasonable legal fees.

#### 1.0 Purpose & Background

1.1 Five year lease has expired. Recommendation from Marie Ward is to approve new five year lease.

#### 2.0 Key Issues

2.1 Require approval to have legal agreement drawn up by owner's Solicitor

#### 3.0 Resource Implications

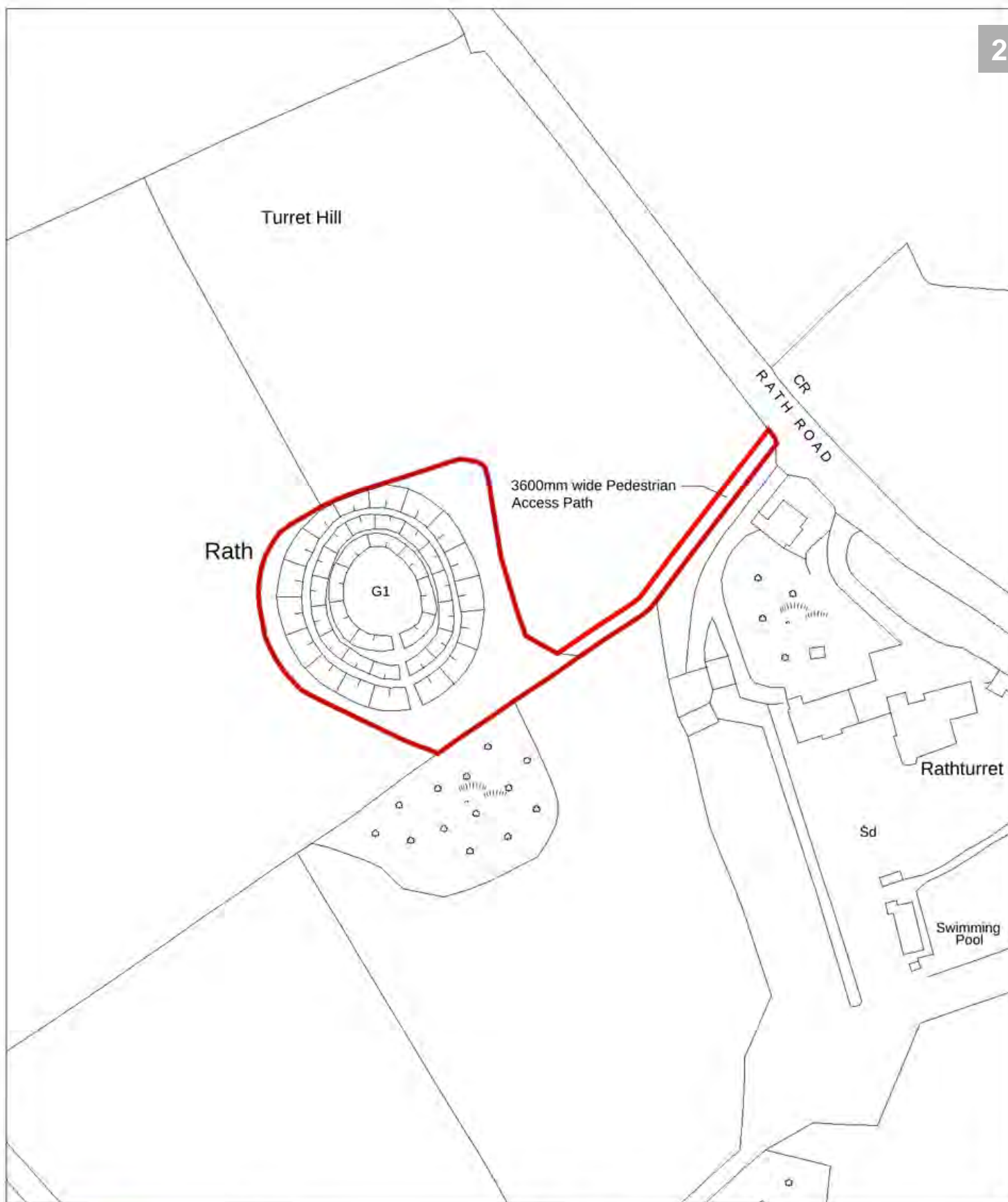
Payment of reasonable legal fees for drawing up of Lease Agreement


No rent to be paid by Council

3.1

#### 4.0 Appendices

Appendix – map of area to be leased by Council



 <p>Comhairle Contaithe an tUíir, Mhúrn agus an Dúin Newry, Mourne and Down District Council</p>	Site: Clonallen Rath Warrenpoint	Drawing Title: Siteplan	Scale: 1/1250
	Council reference no.:	Drawing no.: NM428-G-1-00	Drawn by: GMcV



<b>Agenda Item:</b>	
<b>Report to:</b>	Economic Regeneration and Tourism Committee
<b>Subject:</b>	UNESCO Geopark
<b>Date:</b>	13 March 2017
<b>Reporting Officer:</b>	Marie Ward
<b>Contact Officer:</b>	Michelle Boyle

### Decisions Required

#### 1. To engage with GSNI and initiate preparatory work to submit a new application for UNESCO Global Geopark

<b>1.0</b>	<p><b>Purpose and Background</b></p> <p>An application for UNESCO Global Geopark was submitted to UNESCO for the Mourne Cooley Gullion area in 2015. The application was somewhat premature and appropriate consideration was not given to boundaries and was later withdrawn. As identified in the Tourism Strategy for Newry, Mourne and Down the submission of a new application is proposed with a revised geopark boundary</p>
<b>2.0</b>	<p><b>Key Issues</b></p> <p>The objective of this road map is to outline the necessary steps required to achieve UNESCO Global Geopark status for the defined area. This has been prepared in association with the Geological Survey of Northern Ireland (GSNI).</p> <p><b>2.1 Key deliverables</b></p> <ul style="list-style-type: none"> <li>• Establishment of a Geopark Steering Group to move the project forwards.</li> <li>• Carry out a potential Geopark area site audit including geodiversity for those areas not already assessed.</li> <li>• Produce a comprehensive Communication Strategy to promote the Geopark concept and its benefits.</li> <li>• Produce a Geopark Development Plan outlining the stages of development for the aspiring UNESCO Global Geopark.</li> <li>• Develop a Marketing Strategy to promote the Geopark in synergy with existing brands in the region.</li> <li>• Ensure that the area is operating as a <i>de facto</i> Geopark prior to application, to include the delivery of an education and public events calendar.</li> <li>• Complete and submit a full application dossier for UNESCO Global Geopark status.</li> </ul> <p><b>2.2 Constraints</b></p> <ul style="list-style-type: none"> <li>• The timeline of the project is constrained by the UNESCO Global Geopark application process. There are currently two applications in from the UK (the maximum at any one time). The latest that they will be clear of the system will be Autumn 2019.</li> <li>• A budget will need to be assigned to adequately establish the potential Geopark and the size of this will greatly affect the achievement of the key deliverables.</li> <li>• The boundary of the proposed Geopark will greatly depend on political support.</li> </ul>

	<p><b>2.3 EXECUTION AND PLAN</b></p> <p><b>Key milestones</b></p> <p>The key milestones are based on the assumption that a Geopark application will be submitted in November 2019.</p> <table border="1"> <thead> <tr> <th>Timeline</th> <th>Key milestone</th> <th>Suggested lead</th> </tr> </thead> <tbody> <tr> <td>Immediate</td> <td>Establishment of Geopark Steering Group</td> <td>GSNI*</td> </tr> <tr> <td>April 2017</td> <td>Decision on Geopark boundary</td> <td>NMD</td> </tr> <tr> <td>May 2017</td> <td>Develop Communications Strategy</td> <td>NMD</td> </tr> <tr> <td>August 2017</td> <td>Geopark area site audit and action plan</td> <td>GSNI*</td> </tr> <tr> <td>May 2017 to November 2019</td> <td>Implement Communications Strategy</td> <td>NMD and others<sup>1</sup></td> </tr> <tr> <td>September 2017</td> <td>Develop Education and Public Events Plan</td> <td>GSNI*</td> </tr> <tr> <td>September 2017 onwards</td> <td>Delivery of Education Programme</td> <td>GSNI* and others</td> </tr> <tr> <td>September 2017 onwards</td> <td>Delivery of Public Events Plan</td> <td>GSNI* and others</td> </tr> <tr> <td>December 2017</td> <td>Compile Marketing Strategy</td> <td>NMD/TNI</td> </tr> <tr> <td>December 2017 to November 2019</td> <td>Implement Marketing Strategy</td> <td>NMD</td> </tr> <tr> <td>November 2018</td> <td>Define Geopark management structure and potential budget</td> <td>NMD</td> </tr> <tr> <td>November 2018</td> <td>Develop Geopark sites as per action plan</td> <td>NMD</td> </tr> <tr> <td>April 2018</td> <td>Compile Geopark Development Plan</td> <td>GSNI* and others</td> </tr> <tr> <td>November 2019</td> <td>Complete and submit application dossier to UNESCO</td> <td>GSNI*</td> </tr> </tbody> </table> <p><i>*Staff time from GSNI</i></p>	Timeline	Key milestone	Suggested lead	Immediate	Establishment of Geopark Steering Group	GSNI*	April 2017	Decision on Geopark boundary	NMD	May 2017	Develop Communications Strategy	NMD	August 2017	Geopark area site audit and action plan	GSNI*	May 2017 to November 2019	Implement Communications Strategy	NMD and others <sup>1</sup>	September 2017	Develop Education and Public Events Plan	GSNI*	September 2017 onwards	Delivery of Education Programme	GSNI* and others	September 2017 onwards	Delivery of Public Events Plan	GSNI* and others	December 2017	Compile Marketing Strategy	NMD/TNI	December 2017 to November 2019	Implement Marketing Strategy	NMD	November 2018	Define Geopark management structure and potential budget	NMD	November 2018	Develop Geopark sites as per action plan	NMD	April 2018	Compile Geopark Development Plan	GSNI* and others	November 2019	Complete and submit application dossier to UNESCO	GSNI*
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	<p><b>2.4 COMMUNICATION AND STAKEHOLDERS</b></p> <p><b>Communication method</b></p> <p>For the purposes of project management, the key communication channel will be the Geopark Steering Group. The Group will meet on a monthly basis.</p> <p>For the purposes of communicating the 'Geopark Project' a separate communication plan is required and has been included in the key milestones. <sup>1</sup>It is recommended that this is developed and managed by a professional PR company and delivered by NMD in association with representatives from the three relevant Areas of Outstanding Natural Beauty (AONB). GSNI will assist with guidance on messaging and delivery in association with this.</p> <p><b>4.2 Stakeholders</b></p> <p>A number of key stakeholders will be involved and will be included on the Geopark Steering Group in required. These include but are not limited to Newry, Mourne and Down District Council, Geological Survey of Northern Ireland, DAERA (Forest Service), Mourne Heritage Trust, Ring of Gullion AONB, as well as representatives from the tourism, education, research and community sectors.</p>																																													
3.0	<p><b>Recommendations</b></p> <p><b>As per decisions required</b></p>																																													
4.0	<p><b>Resource Implications</b></p> <p>Preparatory costs in terms of communications and marketing association with submission of the application and cost associated with GSNI time</p>																																													
5.0	<p><b>Equality Assessment</b></p> <p>No issues</p>																																													
5.0	<p><b>Appendices</b></p> <p>N/A</p>																																													

<b>Agenda Item:</b>	Mountain Bike Events 2017
<b>Report to:</b>	Enterprise Regeneration and Tourism Committee
<b>Subject:</b>	As Above
<b>Date:</b>	Monday 13 March 2017
<b>Reporting Officer:</b>	Marie Ward, Director Enterprise, Regeneration and Tourism
<b>Contact Officer:</b>	Michelle Boyle Director Enterprise, Regeneration and Tourism

### Decisions Required

To consider the contents of the paper and approve the recommendations at 3.0

<b>1.0</b>	<p><b>Purpose and Background</b></p> <p>The Council has 2 key mountain bike products within the District in Castlewellan Mountain Bike Trails and Rostrevor Mountain Bike Trails</p> <p>The trails have hosted a wide range of events which are critical to increasing visitor numbers and raising the profile</p>
	<p><b>Key Issue</b></p> <p>The Trails in Rostrevor have hosted the very successful Redbull Foxhunt. This event has grown to become one of the most recognisable mountain bike event in the industry. International platforms translate and share Foxhunt content due to the unique concept, credited athletes and establish brand. The event features across key publications including Pinkbike, DIRT&lt; MTB News, Velo Vert targeting marketing in Canada, US, EU – Germany, France, Italy and UK. The events achieve wide coverage on social media and red bull.com across Europe</p> <p>It is hoped support will be available for the foxhunt from Tourism Ireland and Tourism NI.</p> <p>In addition to the red bull fox hunt it is envisage 2 mountain events will be supported Irish National Championships - 22nd - 23rd July 2017 - Rostrevor Mountain Bike Trails and the PSCYLE - Castlewellan Mountain Bike Trails in June and October 17</p>
<b>3.0</b>	<p><b>Recommendations</b></p> <p>To support the Red Bull Foxhunt and Irish National Championships in Rostrevor and PSYCLE in Castlewellan</p>
<b>4.0</b>	<p><b>Resource Implications</b></p> <p>The total budget allocation is £20,000 and available in 17/18 budgets</p>
<b>5.0</b>	<p><b>Equality Assessment</b></p> <p>No issues noted</p>
<b>5.0</b>	<p><b>Appendices</b></p>

<b>Report to:</b>	Economic Regeneration and Tourism Committee
<b>Subject:</b>	Camlough Lake – lighting ducts
<b>Date</b>	13 March 2017
<b>Reporting Officer</b>	Marie Ward
<b>Contact Officer</b>	Michelle Boyle

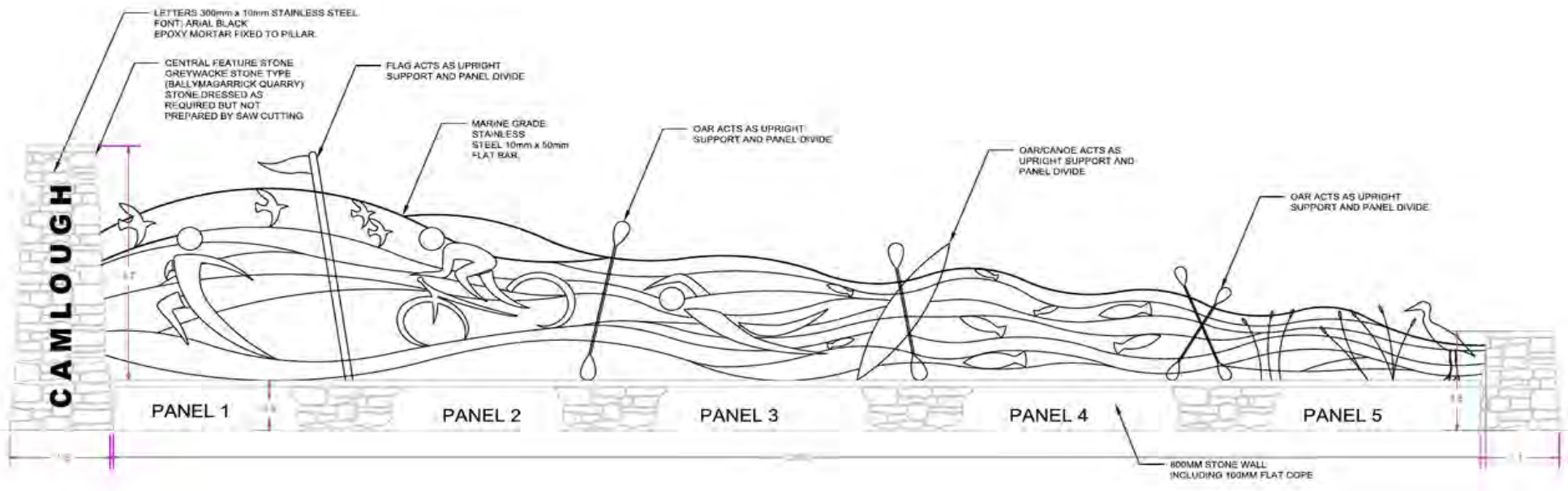
<b>Decisions Required</b>	
To consider the contents of the paper and approve the recommendations at 3.0	
<b>1.0</b>	<b>Purpose and Background</b> A rehabilitation contract is currently underway at Camlough Lake in partnership with NI Water
<b>2.0</b>	<b>Key Issues</b> The scheme involves undertaking rehabilitating the dam. The project will incorporate a bridge and walk. To future proof the scheme with the possibility of low level lighting in the future, it is proposed to included ducting
<b>3.0</b>	<b>Recommendations</b> That the committee approve an addition to the contract to provide ducting
<b>4.0</b>	<b>Resource Implications</b> The additional cost to provide ducting is £11500
<b>5.0</b>	<b>Equality Assessment</b> This will have no impact on equality
<b>6.0</b>	<b>Appendices</b> N/A



<b>Report to:</b>	Economic Regeneration and Tourism Committee
<b>Subject:</b>	Camlough Lake – art feature railing
<b>Date</b>	13 March 2017
<b>Reporting Officer</b>	Marie Ward
<b>Contact Officer</b>	Michelle Boyle

<b>Decisions Required</b>	
To consider the contents of the paper and approve the recommendations at 3.0	
<b>1.0</b>	<p><b>Purpose and Background</b></p> <p>A rehabilitation contract is currently underway at Camlough Lake in partnership with NI Water</p>
<b>2.0</b>	<p><b>Key Issues</b></p> <p>The scheme involves undertaking rehabilitation of the dam. It is proposed as a feature to showcase the various use of the lake and it is association with the Camloch Triathlon which has been to the forefront of raising of the awareness of the recreational resource available at Camlough Lake. In addition it important represent the important local habitats including flora and fauna.</p> <p>To demonstrate the important resource offered by Camloch it is proposed to incorporate an art feature railing which would demonstrate the various recreational and habitat connections with Camlough Lake</p>
<b>3.0</b>	<p><b>Recommendations</b></p> <p>That the committee approve an addition to the contract to provide an art feature railing, subject to any statutory approvals which may be required.</p>
<b>4.0</b>	<p><b>Resource Implications</b></p> <p>The additional cost to provide an art feature railing at this location, incorporating the various aspects is currently being costed but given the various aspect required to be designed in, a budget of up to £50,000 including design, manufacture and fitting should be considered</p>

5.0	<b>Equality Assessment</b> This will have no impact on equality
6.0	<b>Appendices</b> Initial Design concept



<b>Agenda Item:</b>	Tender for Production of 2 no. Visitor Experience Plans
<b>Report to:</b>	Economic Regeneration and Tourism Committee
<b>Subject:</b>	As above
<b>Date:</b>	13 March 2017
<b>Reporting Officer:</b>	Marie Ward
<b>Contact Officer:</b>	Michelle Boyle

<b>Decisions Required</b>	
<b>1. To issue a tender to appoint a company to undertake 2 no. Visitor Experience Plans for Mourne &amp; Gullion and Mourne Coastal (Strangford Lough to Carlingford Lough incorporating St Patrick)</b>	
<b>1.0</b>	<p><b>Purpose and Background</b></p> <p>The Council have now adopted and launched the new Tourism Strategy for the District. One of the key recommendations arising out of the strategy is the production of 2 No. Experience Development Plan</p>
<b>2.0</b>	<p><b>Key Issues</b></p> <p>The Tourism Strategy had identified 2 overarching destination experiences in Mourne – Gullion Experience and Mourne Coastal (Strangford Lough to Carlingford Lough incorporating St Patrick). A critical success factor identified is the focus on creating 'EPIC' destination experiences and story-telling. A key recommendation is the Council will support the development of an experiential focus and will work with the industry to build destination experiences that are distinctive and of sufficient scale and significance to provide international appeal in the marketing place. This will be facilitated through the preparation of 2 no. Visitor Experience Plan</p>
<b>3.0</b>	<p><b>Recommendations</b></p> <p><b>As per decisions required</b></p>
<b>4.0</b>	<p>Resource Implications</p> <p>The Council as part of its Tourism for 17/18 has included an allocation of £40,000 to organise the Footsteps in the Forest Event</p>
<b>5.0</b>	<p>Equality Assessment</p> <p>All aspect of equality will be considered</p>
<b>5.0</b>	<p>Appendices</p> <p>N/A</p>





<b>Agenda Item:</b>	
<b>Report to:</b>	Enterprise Regeneration and Tourism Committee
<b>Subject:</b>	Sole providers in place 16/17 For Events/Arts and Culture – to be continued for 17/18
<b>Date:</b>	Monday 8 June 2015
<b>Reporting Officer:</b>	Marie Ward, Director Enterprise, Regeneration and Tourism
<b>Contact Officer:</b>	Aisleain McGill

### Decisions Required

To note/agree etc the contents of the report and approve recommendations at Section 3

<b>1.0</b>	<p><b>Purpose and Background</b> To note sole providers for aspects of festivals/events facilitation in 16/17 and continue with Big Telly Theatre Company as required for festival/events in 17/18.</p>
	<p><b>Key Issue</b></p> <p>To note sole providers for aspects of festival/events facilitation for 16/17, namely:</p> <p><b>Big Telly Theatre Company</b> <b>Young at Art</b> <b>Community Arts Partnership</b></p> <p>To continue in 17/18 with Big Telly Theatre company as required, specifically their "Creative Shops" programme to support City of Merchants Festival in Newry up to £20,000</p>
<b>3.0</b>	<p><b>Recommendations</b></p> <p>To proceed to engage the services of <b>Big Telly Theatre Company</b>, for artists, materials, project management and programming solutions as required specifically their "Creative Shops" programme to support City of Merchants Festival in Newry up to £20,000</p>
<b>4.0</b>	<p><b>Resource Implications</b> As per events budget 17/18: up to £20,000</p>
<b>5.0</b>	<p><b>Appendices</b></p>

<b>Agenda Item:</b>	Tender for Production Services for Wake the Giant and City of Merchants Festivals, 2017
<b>Report to:</b>	Economic Regeneration and Tourism Committee
<b>Subject:</b>	As above
<b>Date:</b>	
<b>Reporting Officer:</b>	Marie Ward
<b>Contact Officer:</b>	Aisleain McGill

### Decisions Required

- To issue 2 no. tenders to appoint a company to undertake Story Development, facilitation and Production Services for**

**Wake the Giant and**

**City of Merchants festivals, 2017 for £40,000 each**

**1.0**

#### **Purpose and Background**

The Council as part of its Major Event Programme will be organising the Wake the Giant Festival in Warrenpoint on 26 and 27 August 2017, and the City of Merchants Festival in Newry on 30 September/01 October 2017

#### **Wake The Giant 2017**

The first year of Wake the Giant Festival in Warrenpoint was a two-day event, culminating in the actual "Wake the Giant" performance on the Sunday, following a day and night of workshops, performances, music and food on the Saturday.

This year's festival will feature the main event on the Saturday (26<sup>th</sup> August), with a complete programme of workshops and family fun all day and evening, and the Sunday (27<sup>th</sup> August) programme will feature musical performances in Warrenpoint Municipal Park, with a food element to encourage people to stay in the area and enjoy the Bank Holiday weekend.

The community engagement element of last year's event will continue, with groups being sought to find creative ways to participate. This year, alongside Finn the Giant, a new character will be introduced to the story. We left Finn in August 2016, having fallen back under the spell of the wicked witch; the best

	<p>efforts of the audience could not wake him! It's time to meet Finn's arch enemy: who is she, and can the people of Warrenpoint and beyond defeat her as she tries to withstand their second attempt to Wake the Giant?</p> <p><b><u>Newry: A City of Merchants 2017</u></b></p> <p>A weekend festival in Autumn 2017 to incorporate arts, culture and heritage, celebrating and commemorating the role of commerce and trade alongside maritime heritage in Newry. The city's prominence grew in response to the use of waterways, leading to rapid growth and prosperity as the canal, river and basin were exploited for world-wide opportunities in trade and expansion.</p> <p>Over two days: 30 September and 01 October 2017, the pivotal role of trade and commerce, and the contribution to progress made possible by the position of our waterways, will be brought to life during a vibrant festival event featuring theatre, music, dance and community engagement alongside our partners, Newry BID and Chamber of Commerce.</p>
<b>2.0</b>	<p><b>Key Issues</b></p> <p>To deliver these events a production services solution is required for each, this may include writing the story, creation of a story board, school engagement, production services, stage management, and provision of artists and artistic programming</p>
<b>3.0</b>	<p><b>Recommendations</b></p> <p><b>As per decisions required</b></p>
<b>4.0</b>	<p><b>Resource Implications</b></p> <p>The Council as part of its Event Budget for 17/18 has an allocation to organise the Wake the Giant and City of Merchants events. Production services solution for each event £40,000</p>
<b>5.0</b>	<p>Equality Assessment All aspect of equality will be considered</p>
<b>5.0</b>	<p>Appendices</p> <p>N/A</p>





<b>Agenda Item:</b>	
<b>Report to:</b>	Enterprise, Regeneration and Tourism Committee
<b>Subject:</b>	Priority 6 of the Rural Development Programme Mourne, Gullion and Lecale Rural Development Partnership
<b>Date:</b>	13 March 2017
<b>Reporting Officer:</b>	Marie Ward
<b>Contact Officer:</b>	Kevin McGarry

### Decisions Required

To note the contents of the report

<b>1.0</b>	<p><b>Purpose and Background</b></p> <p>Mourne, Gullion and Lecale Rural Development Partnership are responsible for the implementation of Priority 6 of the Rural Development Programme (2014 – 2020) funded by the Department of Agriculture, Environment and Rural Affairs and the European Union.</p> <p>Throughout the lifetime of the programme the Local Action Group will deliver £9M of funding to the rural community under the schemes of Rural Basic Services, Village Renewal, Rural Business Investment, Cooperation and Rural Broadband across Newry, Mourne and Down District Council.</p>
<b>2.0</b>	<p><b>Key Issues</b></p> <p>To date Mourne, Gullion and Lecale Rural Development Partnership have held 20 'Mandatory Pre Application Workshops' across 10 venues to promote the schemes of Rural Business Investment, Rural Basic Services and Village Renewal. The sessions were particularly successful with over 600 attendees across all sessions.</p> <p>Mourne, Gullion and Lecale have since invited those eligible Expressions of Interest received through the scheme of Rural Business Investment to submit a full application. Over 90% of those invited to submit an application did so (28 applications submitted), which translates into the highest return rate of all ten LAG's across Northern Ireland.</p> <p>The amount of grant requested amounts to over £800K with total project costs amounting to approximately £1.8M. The Local Action Group continues to assess the applications and will be working towards the distribution of Letters of Offer in May 2017.</p> <p>Expressions of Interest were also received towards the scheme of Rural Basic Services. Since then, the Local Action Group have worked closely with Newry, Mourne and Down District Council with regards to match funding, with the view to accepting applications in the near future.</p>

	<p>Mourne, Gullion and Lecale Rural Development Partnership also invited one application under the scheme of Village Renewal from Newry, Mourne and Down District Council for a suite of village plans from across the district. NMDDC have been successful and were issued a letter of offer worth £51,375 of grant assistance. Once complete, it is anticipated the project will act as the blueprint for any potential capital projects to be potentially funded through RDP finance in the near future.</p> <p>Mourne, Gullion and Lecale Rural Development Partnership are also investigating Rural Broadband and are working particularly closely with the Department of Economy to ensure best value for money is established in the development of a feasibility study to identify 'problem areas' across the district.</p> <p>The Local Action Group has a responsibility for the development of Cooperation projects on a cross LAG basis (North, South and Inter territorial). The Cooperation Working Group is investigating a range of projects with a view to presenting to the full LAG in the coming months.</p>
<b>3.0</b>	<p><b>Resource Implications</b> N/A</p>
<b>4.0</b>	<p><b>Appendices</b> N/A</p>

<b>Agenda Item:</b>	
<b>Report to:</b>	Enterprise Regeneration and Tourism Committee
<b>Subject:</b>	Warrenpoint Public Realm Scheme
<b>Date:</b>	Monday 13 March 2017
<b>Reporting Officer :</b>	Marie Ward, Director of Enterprise, Regeneration and Tourism
<b>Contact Officer :</b>	Mr Jonathan McGilly - Assistant Director of Enterprise, Employment & Regeneration

<b>Decisions Required</b>	
To note/agree etc the contents of the report and approve recommendations at Section 3	
<b>1.0</b>	<b>Purpose and Background</b> As part of the on-going Warrenpoint Public Realm Scheme, limited waiting on-street parking signage has to be installed on Church Street and Dock Street.
<b>2.0</b>	<b>Key Issue</b> Along the 2 streets there were previously conflicting signage in regards to both 1 hour and 2 hour limited waiting periods. There is now a desire to have an agreed limited waiting period.
<b>3.0</b>	<b>Recommendations:</b> 1.) <b>TNI Traffic Section to check the historical legislation in regards to Church Street and Dock Street limited waiting periods.</b> 2.) <b>TNI to take on board the desire of both the local DEA Reps and Business rep's for a 2 hour, rather than 1 hour waiting period.</b>
<b>4.0</b>	<b>Resource Implications</b> Within the Public Realm Contract, the costs of whatever signage that are to be erected, have been covered.
<b>5.0</b>	<b>Equality and Good Relations implications</b> In delivery of the scheme, the Council, DFC funder, consultants and contractor are fully mindful of the Section 75 legislation.
<b>6.0</b>	<b>Appendices</b> -N/A



**Report of Warrenpoint Public Realm T&F Steering Committee (Special Meeting of Crotlieve Cllrs) on 9<sup>th</sup> February 2017 at 3.00pm in the Board Room, Warrenpoint Town Hall.**

<b>In Attendance:</b>	Cllr D McAteer	Mr S Crossey – NMDDC
Councillor M Carr	Mrs S Rice - NMDDC	Mr C McKenna - TNI

<b>1. Apologies :</b>	Cllr M Ruane – NMDDC	Cllr G Fitzpatrick - NMDDC
Cllr J Tinnelly – NMDDC		

- 2. Introductions** – Meeting was chaired by Councillor M Carr, who asked those in attendance to introduce themselves.

**3. Discussion on the key issues -**

- Currently there is a combination of 1 and 2 hour limited waiting Signs on Church Street and Dock Street in Warrenpoint.
- A decision has now to be taken in regards having an agreed limited waiting period.
- Historical records have to be checked to see if it is 1 or 2 hour waiting that the legislation currently says.
- There are merits and disadvantages to either option, but most local people have traditionally assumed that it is 2 hours limited waiting.
- Issues associated with The Square parking are separate to this on-street parking discussion.
- It was agreed that TNI need to firstly check their records before any further decision is taken.

**Recommendations:**

- 1. TNI Traffic Section to check the historical legislation in regards to Church Street and Dock Street limited waiting periods.**
- 2. TNI to take on board the desire of both the local DEA Reps and Business rep's for a 2 hour, rather than 1 hour waiting period.**

There being no further business the meeting concluded at 3.46pm

**Report by: Seamus Crossey (Capital Projects Officer - ERR)**

Report to be noted at March 2017 ERT meeting.

<b>Report to:</b>	Enterprise, Regeneration and Tourism Committee
<b>Date of Meeting:</b>	13th March 2017
<b>Subject:</b>	Warrenpoint Municipal Park Heritage Lottery Regeneration Project
<b>Reporting Officer</b>	Marie Ward Director Enterprise Regeneration and Tourism
<b>Contact Officer</b>	Shirley Keenan Project Development Officer Enterprise Employment and Regeneration

**Decisions required:**

- 1- To note the Permission to Start correspondence received from the funding body.
- 2- Approval of updated Construction Programme subject to the approval of same by the funder Heritage Lottery.

<b>1.0</b>	<b>Purpose and Background:</b>
1.1	<p>The Warrenpoint Municipal Park Heritage Lottery Fund Regeneration Project is part funded by the National Lottery through the Heritage Lottery Fund (HLF) Parks for People Programme.</p> <p>The round two application has been successful with Grant Aid being awarded to Council.</p> <p>Following receipt of Permission to Start documentation from HLF, Council have been working with the consultancy team to update the project programme.</p> <p>The updated construction programme notes Capital works beginning in September 2017 (site mobilisation) with completion in May 2018.</p> <p>The design development phase and tender period will be carried out over a six month period in 2017 with a proposed construction start date of Mid-September 2017.</p> <p>The construction period is dictated by the requirement for an appropriate period for re-presentation of the park to include planting, sowing and turfing in particular. This work will be carried out at the end of the construction phase, between mid-March – end April 2018. It is proposed that the works to fit-out the interpretation space within the restored pavilion are also carried out within the 34 week delivery phase (construction period) meaning that the park and its upgraded facilities will be fully complete for enjoyment throughout the 2018 summer season.</p>
<b>2.0</b>	<b>Key issues:</b>
2.1	The construction period is dictated by the requirement for an appropriate period for re-presentation of the park to include planting, sowing and turfing in particular.
<b>3.0</b>	<b>Recommendations:</b>
3.1	<ol style="list-style-type: none"> <li>1- To note the Permission to Start correspondence received from the funding body.</li> <li>2- Approval of updated Construction Programme subject to the approval of same by the funder Heritage Lottery.</li> </ol>
<b>4.0</b>	<b>Resource implications-</b>
4.1	There is no resource implication associated with the updated programme. The project budgets have previously been agreed.
<b>5.0</b>	<b>Equality and good relations implications:</b>
5.1	Council will have due regard to the need to promote equality of opportunity between the

	nine equality categories. Council will also seek to promote Good Relations between people of different Religious Belief, Political Opinion and Ethnic Origin.
<b>6.0</b>	<b>Appendices</b> 1- Permission to Start correspondence.

*Received  
10/10/17  
SK*



**Northern Ireland**  
51-53 Adelaide Street  
Belfast BT2 8FE

**Telephone**  
028 9031 0120  
**Facsimile**  
028 9031 0121

**Textphone**  
020 7591 6255  
**Website**  
www.hlf.org.uk

Our Ref: PP-13-06476

19 December 2016

Shirley Keenan  
Development Officer  
Newry, Mourne and Down District Council  
Haughey House, Rampart Road  
Greenbank Industrial Estate  
NEWRY  
BT34 2QU

Dear Shirley

**Warrenpoint Municipal Park Heritage Lottery Fund Regeneration Project**

Thank you for your signed Permission to start form which was received in hard copy by the Heritage Lottery Fund.

I am pleased to confirm that the form, which officially gives you permission to start the project, was completed by NHMF on 16 December 2016 and I now enclose a signed copy for your retention. May I take this opportunity to offer our best wishes for your project.

Please do not hesitate to contact me if you have any further queries.

Yours sincerely

Sean Keenan  
Senior Grants Officer  
Direct Line: 028 9072 7725  
Email: Sean.Keenan@hlf.org.uk

Enc



Permission to Start

I confirm that, as far as I know, the information I have supplied is true and correct and that anything I supply in future will be true and correct.

X

I confirm that I agree with the above statements.

X

Name Jonathan McGilly  
 Organisation Newry, Mourne & Down District Council  
 Position Assistant Director Enterprise Employment & Regeneration  
 Date 10/10/2016

Are you applying on behalf of a partnership?  
No


Please submit this form online, then print off, sign and date a hard copy of it and return it to your case officer. If you applied on behalf of a partnership make sure that all partners have signed the form.

Please now attach any supporting documents required as set out within the Receiving a Grant guidance.

Please print and sign this document

When you have completed the form click the submit button to submit the form to the server. You can view what you have entered by clicking the draft print button above.

Please sign below

Signed: *Jonathan McGilly*  
 Date: *10/10/16*



(Section below for HLF use only)

We have reviewed your request and give our permission for you to start the project

Signed for NHMF: *Sean Keenan*  
 Date: *16/12/16*

<b>Agenda Item:</b>	Tourism Events Programme 2017/18
<b>Report to:</b>	Enterprise Regeneration and Tourism Committee
<b>Subject:</b>	Tourism Events Programme 2017/18
<b>Date:</b>	Monday 13 March 2017
<b>Reporting Officer:</b>	Marie Ward, Director Enterprise, Regeneration and Tourism
<b>Contact Officer:</b>	Mark Mohan Senior Tourism Initiatives Manager

### Decisions Required

To note the contents of the report and approve recommendations at Section 3

#### 1.0 Purpose and Background

Events play a key role in the Tourism Development and Destination promotion for Newry Mourne and Down District Council. They attract circa 300,000 visitors to the District, generating in excess of £10m for the local economy annually, and deliver significant social and cultural benefits to the district. Events will assist greatly in showcasing the destination and in developing the visitor experience. They are recognised as an important delivery mechanism in the Council's current Corporate Plan and will be at the fore in delivering 'epic moments' for the District in line with our recently launched Tourism Strategy 2017-21. They will also generate significant positive media coverage for the district.

#### 2.0 Key Issues

The proposed schedule of Council led events for 2017/18 are as follows. These are profiled at 2 levels.

##### Giant Adventures:

Footsteps in the Forest	- Slieve Gullion	2-4 June
Skiffe Strangford Lough	- Delamont Country Park	22-23 July
Festival of Flight	- Newcastle	5-6 August
Wake the Giant	- Castlewellan	26- 27 August
City of Merchants	- Newry	30 Sept – 1 Oct

##### Signature Tourism Events:

Camlough Water Festival	- Camlough	3-5 June
Mourne International Walking Festival	- Warrenpoint	23-25 June
Ballynahinch Harvest Festival	- Ballynahinch	9 September
Halloween Event	- Newry & Newcastle	27-31 October
Halloween Community Events (Ballynahinch, Crossmaglen, Downpatrick, Killeel, Warrenpoint)		-27-31 October
Christmas Switch on Events	- Newry & Downpatrick	23-24 November
Christmas Community switch on Events		- 27-31 October

	<p><i>(Ballynahinch, Crossmaglen, Kilkeel, Newcastle, Warrenpoint)</i>  Home of Saint Patrick Festival - Downpatrick &amp; Newry 2-18 March 2018  Food festival promotions - Throughout the year District wide  Forest Park Initiatives - Throughout the year  <i>(Castlewellan, Donard, Kilbroney, Tollymore, Slieve Gullion)</i></p>
<b>3.0</b>	<p><b>Recommendations</b></p> <p>Council note the proposed schedule of events for 2017-18</p>
<b>4.0</b>	<p><b>Resource Implications</b></p> <p>Financial resource has been allocated to delivery these events within the ERT department budget for 2017/18</p>
<b>5.0</b>	<p><b>Equality and Good Relations implications</b></p> <p>Events portray a very positive message in terms of our equality and good relations. They are geographically spread across the District in terms of their locations, assist greatly in bringing people together from across the district and all our communities within, and showcase the District as a positive forward thinking destination and a good place to visit.</p>
<b>6.0</b>	<p><b>Appendices N/A</b></p>