



March 9th, 2018

Notice Of Meeting

You are invited to attend the Enterprise, Regeneration and Tourism Committee Meeting to be held on **Monday, 12th March 2018** at **3:00 pm** in **Boardroom, Monaghan Row.**

Chair: Cllr. P Byrne

Vice: Cllr. D Hyland

Members:

Cllr. R Burgess	Cllr. M Carr
Cllr. C Casey	Cllr. W Clarke
Cllr. D Curran	Cllr. G Hanna
Cllr. H Harvey	Cllr. T Hearty
Cllr. D McAteer	Cllr. O McMahon
Cllr. B Quinn	Cllr. M Ruane
Cllr. G Stokes	

Agenda

1.0 Apologies & Chairperson's remarks

2.0 Declarations of Interest

3.0 ERT Action Sheet 12 February 2018

 *Action Sheet from ERT 07.02.2018.pdf*

Page 1

Presentations

4.0 Joint Presentation by AV Browne & Tourism NI re. Tourism Marketing Plan 2018

Enterprise, Employment and Regeneration Items

5.0 Forkhill Former Barracks Site (Attached)

 *Forkhill Barracks Site SC.pdf*

Page 5

6.0 DFC Year End Underspend (Attached)

 *DFC Underspend - SC.pdf*

Page 7

Tourism, Culture and Events Items

7.0 Tourism Marketing Plan 2018/19 (Attached)

 *March 18 ERT - Tourism Marketing Plan - 12.03.18.pdf*


Page 9

8.0 Attendance at North American Convention IGTM Travel Market (Attached)

 *Attendance at N American Convention IGTM Travel Market.pdf*

Page 38

9.0 SLAs Tourism 2018/19 (Attached)

 *TCE SLAs -12.03.18.pdf*

Page 40

For Noting

10.0 South Armagh Outdoor Recreation Plan (Attached)

An appendix to the report can be found as follows:

 *Report - South Armagh Outdoor Recreation Report.pdf*

Page 152

11.0 Update on Performance on NI Business Start Up (Attached)

 *Update on NIBSUP AS.pdf*

Page 155

12.0 Warrenpoint Park Steering Group (Attached)

 *Warrenpoint Task and Finish Report 27.02.18 SC.pdf*

Page 157

13.0 Tourism Events Funding Call (Attached)

 *Tourism Events Fund -12.03.18 vf.pdf*

Page 159

14.0 Scheme of Delegation (Attached)

 *Scheme of Delegation for ERT from April 2017 to end March 2018.pdf*

Page 163

15.0 Action Tracker Update Sheet (Attached)

 *ACTIONS TRACKING UPDATE - incl. Jan ERT 2018.pdf*

Page 175

Invitees

Cllr Terry Andrews	terry.andrews@nmandd.org
Cllr Naomi Bailie	naomi.bailie@nmandd.org
Cllr Patrick Brown	patrick.brown@nmandd.org
Cllr Robert Burgess	robert.burgess@nmandd.org
Cllr Pete Byrne	pete.byrne@nmandd.org
Cllr Michael Carr	michael.carr@nmandd.org
Cllr charlie casey	charlie.casey@nmandd.org
Cllr William Clarke	william.clarke@nmandd.org
Cllr Garth Craig	garth.craig@nmandd.org
Cllr Dermot Curran	dermot.curran@nmandd.org
Ms Alice Curran	alice.curran@nmandd.org
Cllr Laura Devlin	laura.devlin@nmandd.org
Cllr Sean Doran	sean.doran@nmandd.org
Cllr Cadogan Enright	cadogan.enright@nmandd.org
Cllr Gillian Fitzpatrick	gillian.fitzpatrick@nmandd.org
Cllr Glyn Hanna	glyn.hanna@nmandd.org
Mr Liam Hannaway	liam.hannaway@nmandd.org
Cllr Valerie Harte	valerie.harte@nmandd.org
Cllr Harry Harvey	harry.harvey@nmandd.org
Cllr Terry Hearty	terry.hearty@nmandd.org
Cllr David Hyland	david.hyland@nmandd.org
Mrs Sheila Kieran	sheila.kieran@nmandd.org
Cllr Liz Kimmins	liz.kimmins@nmandd.org
Cllr Mickey Larkin	micky.larkin@nmandd.org
Cllr Kate Loughran	kate.loughran@nmandd.org
Cllr Jill Macauley	jill.macauley@nmandd.org
Colette McAteer	colette.mcateer@nmandd.org
Cllr Declan McAteer	declan.mcateer@nmandd.org
Jonathan McGilly	jonathan.mcgilly@nmandd.org
Patricia McKeever	patricia.mckeever@nmandd.org
Ms Tracie McLoughlin	tracie.mcloughlin@nmandd.org
Cllr Oksana McMahan	oksana.mcmahan@nmandd.org
Cllr Andrew McMurray	andrew.mcmurray@nmandd.org
Eileen McParland	eileen.mcparland@nmandd.org
Cllr Roisin Mulgrew	roisin.mulgrew@nmandd.org
Cllr Mark Murnin	mark.murnin@nmandd.org
Cllr Barra O Muiri	barra.omuiri@nmandd.org
Cllr Brian Quinn	brian.quinn@nmandd.org
Cllr Henry Reilly	henry.reilly@nmandd.org
Cllr Michael Ruane	michael.ruane@nmandd.org
Cllr Michael Savage	michael.savage@nmandd.org
Cllr Gareth Sharvin	gareth.sharvin@nmandd.org

Cllr Gary Stokes	gary.stokes@nmandd.org
Sarah Taggart	sarah-louise.taggart@nmandd.org
Cllr David Taylor	david.taylor@nmandd.org
Cllr Jarlath Tinnelly	jarlath.tinnelly@nmandd.org
Cllr John Trainor	john.trainor@nmandd.org
Cllr William Walker	william.walker@nmandd.org
Mrs Marie Ward	marie.ward@nmandd.org

ACTION SHEET – ENTERPRISE REGENERATION & TOURISM COMMITTEE MEETING

1

MONDAY 12 FEBRUARY 2018

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
ERT/027/2018	CITY DEAL – FUTURE CITIES CATAPULT	Note content of report and approve contribution of £19,000 towards the completion of a Digital Infrastructure Strategy for the City Deal Region, the total cost for the Strategy is being contributed to by the six councils on the basis of EEP.	Marie Ward	Actioned	Y
ERT/028/2018	ERDF/INI LETTER OF OFFER FOR A BUSINESS GROWTH MENTORING PROGRAMME	<ol style="list-style-type: none"> Following review of the LoO Terms and Conditions to approve the acceptance of the Letter of Offer received from Invest NI for delivery of a 5 year Business Growth Mentoring programme, supported through ERDF funding. Match funding contribution required by Council is 20% of the total costs, which is £95,000 over a 5 year period. Proceed as per LoO requirements, to work with CPD to procure and appoint a suitable delivery agent. 	Jonathan McGilly	Work in Progress	
ERT/029/2018	CASTLEWELLAN FOREST PARK REPORT	<ol style="list-style-type: none"> To submit an application to the DAREA Rural Tourism Scheme in respect of funding in the region of £500,000 in respect of Castlewellan Forest Park. Council will be required to commit match funding in the region of £167,000 (25%). The application is inclusive of a Technical Assistance Grant in the region of £50,000. (EOI submission February 2018.) 	Jonathan McGilly	Work in progress	

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
		<p>2. To submit a formal project enquiry to Heritage Lottery Fund followed by a full application in Summer 2018 requesting funding of £1000,000. Council commit to match funding this request with £100,000.</p> <p>3. To procure the necessary services and contracts – inclusive of Economic Appraisal, Business Plan, Multi-disciplinary Design Team and Contractors in accordance with the applicable funding guidance. Appointments in respect of construction contracts subject to successful award of funding.</p> <p>4. To submit applications for Statutory Approvals ie Planning, Building Control and NIEA if required.</p> <p>5. To procure a facilitator for the purposes of consultation required for the project development.</p> <p>6. Castlewellan Forest Park Task & Finish Project Board report dated 12 February 2018 to be amended to read £100,000 as opposed to £1,000,000.</p>			
ERT/030/2018	NEWRY LOWER HILL STREET PUBLIC REALM SCHEME	<p>1. Approve the Newry Lower Hill Street Public Realm Scheme, to proceed to procurement of an Integrated Consultancy Team (ICT). If within Budget, proceed to appointment.</p> <p>2. Council establish a relevant Task and Finish Working Group for the Design and Delivery (Subject to</p>	Jonathan McGilly	Work in progress	

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
ERT/031/2018	LPWAN REPORT	<p>DFC funding) of the Newry Lower Hill Street Public Realm Scheme.</p> <p>3. Locate the whereabouts of a plaque that had been removed from Hill Street commemorating 3 men who had been killed during the troubles.</p> <p>1. Allow installation of Gateways in strategic locations identified by University of Ulster. Sites have been specifically chosen as they have large population, contain clusters of SMEs and are locations of specific need e.g. proximity to industrial sites, ports, major retail, manufacture, border and tourism challenges.</p> <p>2. Allow Officers to work with University of Ulster and Invest NI to build promotional materials targeted specifically at local businesses;</p> <p>3. Run an Introduction to IOT workshop for Micro and Small SME's targeted at non-technical businesses to highlight and explore the benefits and opportunities the project may bring offer.</p> <p>4. Assist with identification and application for funding to take business ideas further through Knowledge Transfer Partnership, Innovation Vouchers or similar challenge funds with support from SRC and SERC.</p> <p>5. Detailed information regarding the LPWAN to be circulated to Committee Members.</p>	Jonathan McGilly	Work in progress	

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
ERT/032/2018	INNOVATION CONFERENCE TOURISM ALLIANCE	Approve delivery of an Innovation Conference in Newry City in 2018 and appointment of delivery agent.	Marie Ward	Ongoing	
ERT/033/2018	N.I. AGRICULTURE BUSINESS CONFERENCE	Councillor Harvey attend the N.I. Agriculture Business Conference in Craigavon Civic Centre on Thursday 15 February at a cost of £195 + VAT.	Jonathan McGilly	Complete	Y
ERT/034/2018	CRUISE – ATTENDANCE AT FLORIDA TRADE SHOW	Consider and approve the recommendation that a Council Official will attend the Seatrade Cruise Global Event in Fort Lauderdale, Cruise Europe Conference in St Petersburg and Seatrade Med, Lisbon in partnership with Warrenpoint Harbour Authority.	Andy Patterson	Complete	Y
ERT/035/2018	PRODUCTION SERVICES	Consider and approve the recommendation to tender and appoint suppliers of Event Production Services for the 2018/19 Tourism Events Programme.	Andy Patterson	Complete	Y
ERT/039/2018	EXEMPT INFORMATION LEASE OF OFFICE AT WARRENPOINT TOWN HALL	In order to regularise the situation and in light of the Assets Management Review recommend that the Committee agree Council enter in to a 3 year lease agreement at a rental of £650 per annum (as assessed by LPS) subject to completion of all legal formalities.	Marie Ward	Complete	Y
END					

Report to:	Enterprise Regeneration and Tourism Committee
Subject:	DFC sale of Former Forkhill Barracks Site
Date:	Monday 12 March 2018
Reporting Officer:	Marie Ward, Director Enterprise, Regeneration and Tourism
Contact Officer:	Jonathan McGilly, Assistant Director Enterprise, Employment and Regeneration

Decisions Required:-

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

3.1 Council Officials continue to work closely with DFC to ensure that Councils interest in the site is maintained and any follow up Business Cases are completed and submitted to the Department for Communities.

3.2 Council Officials and DEA reps on the Forkhill Site Development Steering Group to liaise closely with DFC and any other registered government departments to ensure that a balanced mixed use development of the site takes place

1.0 Purpose and Background:

DFC (Department For Communities) has commenced the process to sell off the former Forkhill Army Barracks, given that they have no strategic interest in the site. The process known as the D1 process, proceeded to offer the site around central and local government Departments. At the close of the first stage to register interest, Council insured that it had submitted its application, given the existing Forkhill Greenspace Pathway that it maintains and the desire to deliver on remaining elements of both the Masterplan for the site and recently completed Village Plan.

With at least 2 other government departments, registering their interest in the site, it is now important to work closely with DFC to see what long-term agreement can be reached to ensure an overall mixed use development of the site.

Over a 10 year period, Council worked closely with DFC, Department Of Agriculture and Rural Affairs (DAERA) and Forkhill and District Development Association (FADDA) to bring forward different aspects of the sites development. It is now important that this Steering Committee continue to work together to review both the previously completed Masterplan and Village Plan, to ensure key projects are delivered on the site as part of any upcoming disposal arrangement.

2.0 Key Issues:

2.1 With interest from at least two other government departments, it is important that the Council ensure that the Communities interests as represented in the previously completed Masterplan and Village Plan are continually flagged up.

2.2 It is in the best interests of the Village to ensure that there is a balance to the sites development. Working with other agencies/departments does represent an opportunity to lever in other funding to help achieve this.

3.0 Recommendations:

3.1 Council Officials continue to work closely with DFC to ensure that Councils interest in the site is maintained and any follow up Business Cases are completed and submitted to the Department for Communities.

3.2 Council Officials and DEA reps on the Forkhill Site Development Steering Group to liaise closely with DFC and any other registered government departments to ensure that a balanced mixed use development of the site takes place.

4.0	Resource Implications: Council have Capital Monies available in 18/19 (£100,000) to match Peace Monies (£50,000) so that some further phase of activity as identified in the Masterplan/Village Plans could be undertaken at the site.
5.0	Equality and Good Relations Implications: In delivery of these capital elements, the Council are fully mindful of the Section 75 legislation.
6.0	Appendices: N/A.

Report to:	Enterprise Regeneration and Tourism Committee
Subject:	Planning for DFC year-end underspend
Date:	Monday 12 March 2018
Reporting Officer:	Marie Ward, Director Enterprise, Regeneration and Tourism
Contact Officer:	Jonathan McGilly, Assistant Director Enterprise, Employment and Regeneration

Decisions Required:-

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

3.1 Council Officials continue to work up a Call Off Capital List of smaller projects that would be eligible for potential DFC under-spend in 18/19 financial year.

3.2 Council approve a Letter of Offer for £15,000 that will come from DFC in regards to small elements of Newry City Christmas Illuminations, Dereliction Decoration and Floral Planters that they wish to fund in 17/18.

3.3 Report back to ERT Committee in due course on progress with the longer term 18/19 underspend list across our urban centres..

1.0 Purpose and Background:

DFC (Department For Communities) have approached Council about the possibility of developing a Call Off list of smaller Projects and Actions within our urban centres, that could then be used in the event of an underspend in their budget at the end of a given financial year.

Council Officials have met with representatives from the local DFC Development Office to begin this process with the 18/19 financial year in mind.

However, in the remainder of the 17/18 Financial Year, DFC are keen to invest in concepts put forward by Newry BID, so long as it works closely and through the Council. Officials are now working closely with Newry BID and DFC Officials to try and get some small elements of capital project funding secured and spent before the end of March 2018.

2.0 Key Issues:

2.1 Outside of Larger projects such as Public Realm and Shop Front Revitalisation, DFC have confirmed to Council that due to annual year end budgetary underspend, there is an opportunity for Local Authorities to work up a call off lists of projects that could be quickly completed towards the end of a financial year. Such projects should be of a capital expenditure nature and for things that no other monies are earmarked for.

2.2 Council Officials across a number of sections will now begin to work closely on this issue with 18/19 in mind.

2.3 With a limited amount of time remaining in 17/18, there are number of small initiatives (Christmas Illuminations Lighting Banners, Dereliction Decoration and Floral Planters) which Council and Newry BID are able to deliver on before the end of March 2018 with DFC underspend..

3.0	<p>Recommendations:</p> <p>3.1 Council Officials continue to work up a Call Off Capital List of smaller projects that would be eligible for potential DFC under-spend in 18/19 financial year.</p> <p>3.2 Council approve a Letter of Offer for £15,000 that will come from DFC in regards to small elements of Newry City Christmas Illuminations, Dereliction Decoration and Floral Planters that they wish to fund in 17/18.</p> <p>3.3 Report back to ERT Committee in due course on progress with the longer term 18/19 underspend list across our urban centres..</p>
4.0	<p>Resource Implications:</p> <p>No financial implications for Council at this stage, as DFC will cover 90% of the costs, with Newry BID covering the remainder in regards 17/18..</p>
5.0	<p>Equality and Good Relations Implications:</p> <p>In delivery of these capital elements, the Council are fully mindful of the Section 75 legislation.</p>
6.0	<p>Appendices:</p> <p>N/A.</p>

Agenda Item:	Marketing Plan and Campaign Development
Report to:	Economic Regeneration and Tourism Committee
Subject:	Marketing Plan and Campaign Development
Date:	12 March 2018
Reporting Officer:	Andy Patterson, Assistant Director Enterprise, Regeneration and Tourism
Contact Officer:	Andy Patterson, Assistant Director Enterprise, Regeneration and Tourism

Decisions Required

Consideration and approval of the attached Marketing Plan to implement specific campaigns and initiatives, that will drive tourism growth in the Newry, Mourne and Down district in the 2018/19 Year.

1.0	<p>Purpose and Background</p> <p>In the September 2017 meeting of the ERT Committee approval was given to engage with a professional market agency to develop a Tourism Specific Marketing Plan, and to implement specific campaigns and initiatives that will drive tourism growth in the Newry, Mourne and Down district.</p> <p>This paper (and appendix 1) sets out the details of this plan for the committee's consideration and approval.</p>
2.0	<p>Key Issues</p> <p>The Council adopted its new Tourism Strategy in March 2017 setting out the strategic direction for the development of tourism in the district.</p> <p>As part of the delivery of the Tourism Strategy, work has been ongoing over the past 10 months on the development of Visitor Experience Plans in close partnership with tourism businesses from across the region.</p> <p>Through this work Council officers have engaged with over 40 tourism and hospitality businesses through 6 cluster groups across the district to work closely with them to carefully develop and bring these experiences to life. A database has been built of key themes, stories and tourism experiences that are unique to this region and that can be promoted to prospective international visitors in order to grow incoming tourism revenue and volume to the district.</p> <p>Building on the vision set out in our Tourism Strategy, and subsequent</p>

work undertaken with tourism businesses in the development of the Visitor Experience Plan we are now in a position to promote the region to new prospective visitors and to start to strengthen our position as a premier tourism destination.

In order to attract visitors from key target markets such as GB, ROI and North America, to encourage them to visit here in the first place and to stay longer in Newry, Mourne and Down, it is essential that we develop a coordinated annual marketing plan and seasonal campaigns that can promote the unique aspects of this region.

In the delivery of this Marketing Plan it is proposed that a new partnership marketing fund be piloted with the local tourism industry, to ensure that local businesses can benefit from funding support in order to inbound drive tourism volume and revenue. In order to attract more visitors from key target markets such as ROI, to encourage them to visit here in the first place and to stay longer in Newry, Mourne and Down, it is essential that we develop a coordinated approach to marketing the district in partnership with local tourism businesses. By developing a Partnership Marketing Fund we can ensure that our marketing message is consistent, coordinated and that we can gain a wider 'share-of-voice' and make a greater marketing impact with our key target audiences.

The development of a coordinated annual marketing plan and seasonal campaign initiatives will:

- Provide clear, compelling reasons for visitors to stay longer, and to base their visit to Ireland in this region;
- Will differentiate this region from other areas of Ireland by promoting the key themes, stories and experiences that are unique to this district;
- Will push targeted promotions to 'best prospect' visitors and key segments in key growth markets, such as the South or Ireland, GB, mainland Europe and North America. This activity can be delivered in partnership with Tourism Ireland and Tourism NI.
- Provide longer lead in times for promoting our flagship Summer Tourism Events in order to attract a higher proportion of international visitors to stay in the region.
- Ensure that marketing activity can be developed in partnership with the tourism industry and that campaign initiatives will be ready for launch for Easter 2018 in time for the main tourism season.

The effective use of digital marketing platforms, the development of a media plan and professional campaign initiatives, and achieving value for money in purchasing advertising media can be achieved by engaging the services of a professional marketing agency to plan and deliver a tourism

	marketing plan.
3.0	<p>Recommendations</p> <p>Consideration and approval of the attached Marketing Plan to implement specific campaigns and initiatives, that will drive tourism growth in the Newry, Mourne and Down district in the 2018/19 Year.</p>
4.0	<p>Resource Implications</p> <p>It is envisaged that the proposed spend on marketing activity delivered through this Marketing Plan will be c£100,000. This budget is in line with marketing activity undertaken in previous financial years, and will be covered through existing budgets for 2018/19 as outlined in the rates process.</p>
5.0	<p>Equality Assessment</p> <p>All necessary consideration will be taken account of.</p>
6.0	<p>Appendices N/A</p>

Newry, Mourne & Down District Council Tourism Marketing Plan 2018-19



Contents

- 1. Executive Summary**
- 2. Goals of this Marketing Plan**
- 3. Context – Current Events that have informed this plan**
- 4. Strategic Positioning**
- 5. Campaign Structure**
- 6. Targeted Marketing – Our Approach**
- 7. The Year at a Glance**

1. Executive Summary

The outlook for tourism in Northern Ireland is generally good, particularly in relation to the Republic of Ireland market which has demonstrated a significant upturn in performance. 2016 evidenced a return to growth (+19%) in holidaymakers from the ROI market. However significant opportunity still exists – ROI residents took over 5million overnight holiday trips on the island of Ireland in 2016, spending £942m. NI's share was just 3% of holiday trips and only 4% of holiday spend. From an ROI perspective, further growth in domestic holiday taking is expected, as a region, Newry, Mourne and Down must position itself to take advantage of latent potential. The GB and overseas market also offers opportunities for growth. Provision of excellent tourism experiences is key to success.

The Tourism Strategy adopted for Newry, Mourne and Down in March 2017 is visionary, and in order to achieve our vision of becoming a premier tourism destination on the Island of Ireland it is important to ensure the tourism industry is supported in order to develop their capacity and offering to meet the demand from existing and new inbound visitors to the region.

As part of the delivery of the Tourism Strategy, the Council has been developing a Visitor Experience Plan in close partnership with tourism businesses from across the region. Through this work Council officers have engaged with over 40 tourism and hospitality businesses through 6 cluster groups across the district to work closely with them to carefully develop and bring these experiences to life. A database has been built of key themes, stories and tourism experiences that are unique to this region and that can be promoted to prospective international visitors in order to grow incoming tourism revenue and volume to the district.

Building on the vision set out in our Tourism Strategy, and subsequent work undertaken with tourism businesses in the development of the Visitor Experience Plan we are now in a position to promote the region to new prospective visitors and to start to strengthen our position as a premier tourism destination.

This Marketing Plan sets out how we can continue to work towards our vision and start to strengthen our position as a premier tourism destination through a marketing campaign that focuses on how people will feel when they visit this region. This campaign will be called *Heaven in a Heartbeat*.

It is proposed that the Council tourism team will work closely with tourism business through the clusters to create a series of mini digital campaigns within the *Heaven in a Heartbeat* campaign that are targeted at specific audiences in ROI, GB and Europe. The campaign will drive potential visitors to a destination website – i.e. the 'dreaming' and 'planning' stages of visitors' holiday journey. The success of the Footsteps in the Forest campaign in 2017 demonstrates the effectiveness of this approach, where 58% of visitors to the event came from the ROI market.

As well as our core tourism offerings such as the Game of Thrones and the Mournes, this plan will also accommodate key council-led events and festivals. These will be grouped together under key themes and cross-marketed to target audiences.

The campaign will be based mainly on the delivery of content through social media channels, using market and audience insights to target the people most likely to be warm to the variety of experiences on offer. Video will be a key tool in this process, using new edits of existing footage to drive attention, interest and visits to Newry, Mourne and Down. We will also aspire to always be present in the moment where potential visitors are looking for travel inspiration online. This 'moment marketing' approach is underpinned by a search/PPC activity, adding context to our message, but also proposing an answer to the consumer's travel need.

2. Goals – What will be Achieved through this Marketing Plan

This Marketing Plan sets out to achieve the following goals:

1. Significantly grow visitor volume and revenue to attractions, events, and into the hospitality and tourism businesses in NMD – specifically from the Republic of Ireland market (NMD accounted for 9% of all overnight trips in N.I. and total visitor spend in the region of £47.7 million, representing 6 % of all visitor spend in N.I. in 2015).
2. Develop opportunities for partnership marketing with local hospitality and tourism businesses to ensure NMD can reach key target markets with consistent messages in a targeted way.
3. Support the development and delivery of TNI's marketing campaigns to grow visitor's numbers to NI and NMD.
4. Establish more opportunities to work with Tourism Ireland to reach a number of key international markets that have a high potential for taking short breaks in NMD.

Achieving these objectives through the delivery of this marketing plan will ensure the following subsequent objectives can be delivered:

5. Support the sustained growth of hospitality and tourism businesses in NMD.
6. Raise consumer awareness of the NMD district and the high-quality tourism offering throughout NI and ROI.

3. Context – Current Events that have informed this plan

3.1 General picture

The ROI market represents the greatest opportunity for the region from a tourism perspective, however to build on this potential it's important to understand the numerous economic, competitive, consumer and brand factors at play:

Macro-economic factors

- **Currency fluctuations:** Recent currency movements have resulted in the strengthening of the Euro versus STG and this in turn has delivered an improved performance, making the region more financially appealing for the short breaks market.

Competitive Factors

- In order to perform against a very strong tourism offering in ROI, the Newry, Mourne and Down region has the opportunity to be positioned as an attractive proposition to ROI consumers looking for short breaks. Some of the key drivers of decision-making in this regard are the ability to present a wide range of quality places to eat and stay, and the opportunity for tourists to capture unique and authentic visitor experiences.

Consumer Factors

- In order to attract more visitors it is evident that the NMD region must be seen as compelling and motivating to be considered as a destination for ROI consumers. Without a coordinated and targeted marketing plan this could be a major constraint to growing our tourism volume and revenue as research has indicated that the actual level of consumers from the South who plan to visit the North in the next three years is lower than the number of consumers who plan to take breaks within ROI (58 percent Vs 83 percent respectively).
- We must also improve knowledge about NI amongst ROI consumers. As 54% state they don't know NI 'that well' or 'not well at all', there is a real opportunity to influence behaviour by raising the level of awareness about what to do, where to stay, where to eat and even basic geography and ease of access.

Brand Factors

- Northern Ireland is viewed quite positively by ROI consumers, but this attitude must be built on by establishing 'must see' and 'must do' tourism propositions. Our short break holiday experiences must be presented as compelling enough relative to the ROI domestic offering in order to drive choice.
- Historically the North has suffered from a 'poor value for money' perception and has been considered an expensive destination (although current exchange rate conditions counteract this and the perceived value for money offering is now a competitive advantage);

Mixed picture for travel intentions

- Uncertainty caused by Brexit is forecast to see the UK's GDP growth slow in 2018 with household incomes squeezed by higher inflation. This slowdown in consumer confidence is likely to persuade more UK consumers to holiday close to home in 2018.

The most recent tourism performance statistics for Northern Ireland point to a reduction in overnights from the domestic market (down by 12%), however the GB & Overseas market (up by 11%) presents an opportunity for growth.

- Forecast growth for the economy in the ROI is slightly more positive with GDP growing more slowly than in recent years, but still at healthy levels. The exchange rate is predicted to remain favourable for ROI tourists in 2018, an economic trend which has led to ROI visitor trips to NI increasing by 27% in Jan-Sep 2016. Attracting more visitors from the ROI market to NMD is therefore likely to remain an attractive proposition for tourism businesses in this region; however the continued expansion of outbound routes from Dublin Airport creates more competition in this market than ever.

Travel experiences are in high demand

- Consumers are increasingly living in an experience economy. 57% of NI consumers agree that how they spend their time is more important than the money they make (source: TGI). For the travel market, this means that consumers will continue to search for authenticity in holiday experiences – in terms of culture, people, the built and natural environment. Global rental giant, Airbnb, has signaled its intention to capitalise on this trend by rolling out tours and learning experiences run by 'micro entrepreneurs' in 12 cities worldwide.
- Mintel research (2016) found that Irish consumers prefer to arrange their own holiday trips and this likely reflects their desire for bespoke and personalised experiences. The ease with which they can do this through the internet and technology, such as smartphones and apps, and the ability to compare and obtain low prices is driving this and will see Irish consumers increasingly opting to book their own short breaks and holidays.
- Eating and drinking in local pubs and restaurants; shopping; and getting out into the countryside are some of the top activities that Irish consumers do when they are on a short break or holiday. The emphasis of local food and drink reflects Irish consumers' desire for an authentic experience when taking a short break and holiday.
- Exploring towns and cities, either through walking or cycling, is a popular activity among Irish consumers when taking a short break or holiday. This indicates that discovery of new and unique locations is important to Irish consumers and provides opportunities for walking tours and cycling trails to enable consumers to explore towns and cities that are off the beaten track.
- Authenticity and discovery are important to Irish consumers when taking a short break or holiday. As such, promoting the various cuisines that are unique to the different regions, through initiatives such as the NI Year of Food and Drink, and providing opportunities to venture off the beaten track to explore and experience the lesser-seen regions will further boost the appeal of the region to both domestic and overseas consumers.

CONSUMER TRUTH: The outlook for tourism here is very positive, particularly in relation to the ROI and GB markets, which may be more inclined than usual to holiday closer to home. NMD is well positioned to take advantage of this potential increase in tourism through its authentic tourism assets.

3.2 How people plan and book

Digital platforms have changed the way consumers plan, book and experience their holiday experiences. Digital platforms play a crucial part in the decision-making process of every facet of the holiday experience – choosing a destination, reviewing accommodation, booking travel itineraries etc. To be successful in the promotion of the region, we must be aware of the journey the consumer takes and look to influence this process, delivering our message at the right time, to the right consumer, in the right place. As a guiding framework, we have used Google’s universally accepted five stages of travel model – Dreaming, Planning, Booking, Experiencing and Sharing - to map out a framework for marketing communications.

This model has been developed with a global context in mind and provides a strong universal framework for guiding marketing communications, however should be applied flexibly when planning for the ROI market in particular. The ROI consumer’s decision to take a short break on the island of Ireland occurs over a much shorter timeframe than a decision to go on a longer-haul trip. Once the demand to take a short break close to home has been triggered, many ROI consumers will move much more quickly through the Planning stage and onto Booking. For some value-conscious consumers who are driven by hotel deals, the Booking stage can often be the first stage of the process meaning that the hotel is the primary influencing factor and the destination is of secondary consideration.

	Dreaming	Planning	Booking	Experiencing	Sharing
What is the consumer’s behaviour at this stage?	These are the moments when people start thinking about their next holiday or short break. They will start exploring destination options according to the type of trip they want to take.	This is when the consumer narrows down exactly where to go and when. Search is universally used as the start point to explore a handful of destinations to answer questions like what can you do there, is there appealing accommodation, what’s the weather like.	Once a consumer has decided on their destination they will then place a greater focus on accommodation and transport arrangements.	When in the destination the consumer will use information searches to find their way around the destination and look for things to do, places to eat etc.	Both during and after the break the consumer will share travel experiences with their social media audience.
What is the role of destination marketing at this point?	At this point, the customer is in the very early stages of the decision-making process. Destination marketing can trigger demand and entice potential bookers to simply entertain the idea of booking a trip. In this early context, success constitutes inspiring customers into those first research missions – investigating a destination beyond the speculation phase.	This stage is all about providing more information to further convince browsers that what you’re offering is for them.	Booking travel is a big outlay for many customers, so it’s not a decision that’s often taken lightly and they will shop around for deals. A strong web presence can help reassure the consumer that they are making the right decision through strong user experience – must be functional, intuitive and easy to use across all devices, frictionless payment process.	Visitor servicing. Information must be easy to find.	Provide a platform and mechanic for sharing (i.e. strong presence on social media with good use of hashtags).

4. Strategic Positioning

4.1 EPIC experiences - Mountains Myths & Maritime

Within the overall aspiration to become the Outdoor Capital of Ireland the existing tourism strategy includes a promise – to deliver EPIC moments, and a headline - Mountains, Myths and Maritime.

Our headline, mountains, myths and maritime, helps to develop a shared story that will begin to create a stronger image of what makes NMD distinctive - both in the minds of industry and ultimately within the marketplace.

It sets the stage for the Strategy's focus on creating destination experiences that are associated with the mountains and the coastline, and for its emphasis on the stories that give the destination experiences a unique quality.

This Marketing Plan will enable this 'shared story' to emerge as a powerful consumer message captured in the campaign headline *Heaven in a Heartbeat*. This message will appeal directly to the emotions of the potential visitors at the planning stage of their holiday.

Heaven in a Heartbeat reflects the region's aspiration to create EPIC moments. The messaging will describe an iconic and immersive experience and facilitate communication that is personalised and creative. Visitors have high expectations. The experience they are seeking is a sense of pure elation whether it is the adrenaline rush of intense outdoor activity, the hushed awe of true scenic beauty or the never-to-be-forgotten moments of new experiences, great food, good company in authentic, personal, and largely undiscovered tourism locations.

4.2 Diversity of current offering

The Newry, Mourne and Down Tourism Strategy provides an excellent analysis of the strengths and weaknesses of the locations within the region as tourist destinations. Research undertaken in late 2017 and early 2018 has provided an in-depth understanding of the immediate potential of each of the key areas within the Newry, Mourne and Down District Council.

Building on the vision set out in our Tourism Strategy, and subsequent work undertaken with tourism businesses in the development of the Visitor Experience Plan we are now in a position to promote the region to new prospective visitors and to start to strengthen our position as a premier tourism destination.

4.3 Existing audience segmentation approach

Tier 1: Priority Segment-ROI

The base of any successful marketing strategy is in knowing your target audience. Understanding travellers' requirements and aspirations helps destinations such as NMD speak more effectively to and not at their ideal visitor – better catering to their needs, habits and expectations. After much research completed by Tourism NI, Tourism Ireland and the Department for the Economy, the Republic of Ireland has been identified as the priority segment for Northern Ireland tourism.

Identifying ROI as a Priority Segment

The ROI market represents a significant tourism opportunity for Newry, Mourne and Down. In 2016, NI attracted more overnight visitors from ROI (456,000) than from mainland Europe (385,000) or North America (250,000). Furthermore, the economic outlook now and into the future for the ROI market is positive and ROI residents have been holidaying more at home, with ROI domestic holiday trips increasing by one fifth between 2012-2016

In the recent past (2012-2015), due to a number of factors, holiday makers trips to Northern Ireland from ROI declined by 29 percent. In response to this decline, Tourism NI established an independent Taskforce composed of industry leaders and influencers who operated in both the NI and ROI markets. The role and purpose of the Taskforce was to facilitate the development of a strategy designed to drive the recovery of, and growth from, the ROI market. Set against this background the Taskforce engaged in a complete review of the market. The core focus of this review was to determine the key reasons for the decline and identify the strategic imperatives required to stabilise performance and drive sustainable growth in the future.

During the course of the review, however, the ROI market demonstrated a significant upturn in performance. Full year figures for 2016 demonstrate a return to growth in terms of holidaymaker trips (19% increase since 2015), while value grew by 6%. The recent positive performance continued into the first half of 2017, with NI welcoming one third more ROI holiday visitors compared with Jan-June 2016. In total, ROI trips to NI grew by almost one quarter and spend increased significantly during the first six months of 2017.

The recent positive performance continued into the first half of 2017, with NI welcoming one third more ROI holiday visitors compared with Jan-June 2016. In total, ROI trips to NI grew by almost one quarter and spend increased significantly during the first six months of 2017.

It is worth considering the ROI residents took 5m overnight holiday trips on the Island of Ireland in 2016, spending £942m, NI's share was just 3% of holiday trips and 4% of holiday spend. From an ROI perspective, further growth in domestic holiday taking is anticipated, with short breaks dominating. Looking towards the future, and as the NI tourism proposition develops and matures, the ROI market undeniably represents an opportunity for accelerated and sustainable growth.

NI's main competitor is ROI

NI is consistently outperformed by ROI on most of the key motivating short break activities (e.g. shopping, nightlife, enjoying the natural environment, engaging with locals etc.). Importantly, ROI consumers rate ROI as offering better places to eat and stay – two key drivers of decision-making in choice of a short break destination. In essence, we face a more mature and strong key competitor in ROI. This presents a significant challenge – namely how to make NMD more relevant to ROI consumers in order to drive preference for a short break over their domestic offering.

While only a minority of ROI consumers reject NI (9%), the actual level of intent to visit NI (in the next three years is low relative to the level of consumers that plan to holiday at home (58% vs 83% respectively).

Knowledge about NI is low amongst ROI consumers, with 54% stating they know NI 'not well at all' or 'not that well'. ROI consumers are challenged not only by a lack of awareness of what they can see and do during a break in NI but also by a limited awareness of places to stay, eat and basic geography.

Based on the challenges and opportunities that the taskforce identified for ROI visitors to NI, they developed a new holidaymaker segmentation model:

The ROI consumer - Size and description of ROI holidaymaker segments identified	
<p>Indulgent Relaxers (13 percent)</p> <ul style="list-style-type: none"> • Short breaks are viewed as an important part of their lives; • Likely to relax, indulge themselves on their short breaks; • Seeking comfort, ease and value for money; • Prefer large, quality, comfortable hotels and enjoy natural scenic surroundings; • Seek calm certainty rather than activity, interaction and unpredictability. 	<p>Connection Seekers (4 percent)</p> <ul style="list-style-type: none"> • Motivated by experiencing local culture and interacting with locals and other holidaymakers; • Highly interested in place – natural environment, historic sites; • Seeking unique experiences; • Quality accommodation and food important; • Digital at little or no influence;
<p>Open to Ideas (18 percent)</p> <ul style="list-style-type: none"> • Conduct a lot of research online, consider reviews and influenced by media; • Open-minded and interested in the outdoors, sport, music and history; • Seeking organised 'active' but not adventurous activities; motivated by nature/outdoors; • Like to plan and have an itinerary; • Value for money important and influenced by deals; • Like 'easy to get to' destinations and scenic natural surroundings. 	<p>Budget Explorers (13 percent)</p> <ul style="list-style-type: none"> • Highly focused on value for money and getting the best deal; • Price matters, actively watch currency fluctuations; • Very interested in all aspects of place – natural environment, welcoming locals and local culture; • Value unique experiences – art, architecture, historic sites; • Looking for quality, dedicated time with their children and a good welcome from locals.
<p>Active Maximisers (10 percent)</p> <ul style="list-style-type: none"> • Like to squeeze in as much as possible on a short break; • Enjoy energetic activities (but not extreme sports) and have a strong sense of adventure; • Passion for outdoors and the natural environment; • Looking for unique and mind-blowing experiences; • Digital a very significant influence; • Focused on getting a good deal; • Actively research online; • Need to be connected (Wi-Fi etc.). 	<p>Open-minded Explorers (17 percent)</p> <ul style="list-style-type: none"> • Wish to engage with local people and local culture; • Seeking unique experiences and interested in learning; • Want high quality hotels and food; • Appreciate and enjoy the natural environment and scenic beauty; • Enjoy planning breaks, doing a lot of research and rely on traditional media and tourism websites more than other segments.
<p>Families Seeking a Buzz (18 percent)</p> <ul style="list-style-type: none"> • Looking to spend quality time with kids, enjoying activities that suit all the family; • Want high quality accommodation; • Also motivated by city buzz and atmosphere – shopping, pubs, nightlife; • Wi-Fi and mobile coverage important; • Strong usage of digital – planning and booking. 	<p>Uber Enthusiasts (7 percent)</p> <ul style="list-style-type: none"> • Highly engaged; • Value for money very important; • Seeking easy to organise breaks, places that are easy to get to, great food, quality accommodation; • Natural environment, history and culture all deemed important; • Very open to influence – online and traditional media;

These eight segments make up what the taskforce regard as all ROI visitors to NI. However, when we consider scale (the actual size of the segment), value (the estimated level of spend on short breaks by each segment) and propensity (the likelihood of visiting NI in the future), the taskforce regards the three priority segments as:

1. Open to Ideas
2. Open-minded Explorers
3. Active Maximisers

While the priority segments have been defined by the key motivations that differentiate them from each other it is critically important to understand that all segments have fundamental needs that our region must meet in order to be considered as a short break destination of choice. These 'tablestakes' relate to the desire to stay in comfortable accommodation (with good facilities), have easy access to quality food and drink, underpinned by excellent service, authentic hospitality and good value for money.

Of these priority segments, two ('Open to Ideas' and 'Open-minded Explorers') are characterised by a willingness and disposition towards trying new things, going new places and being open to new experiences. Both are segments of scale and have a greater likelihood to consider NI and NMD than other segments.

What distinguishes these segments is the types of experiences they are seeking – with the 'Open to Ideas' segment having a greater focus on activity, the outdoors and nature and the 'Open-minded Explorers' having a greater interest in people, place and culture. It could be hypothesised that the 'explorers' are a more mature version of the 'open to ideas' segment.

The third segment, Active Maximisers, is smaller in size but is currently more likely to visit NI than the majority of other segments. This is a younger segment, more focused on getting the most out of their short breaks and seeking unique and mind-broadening experiences. As such, this segment represents not only holidaymakers of today but holidaymakers of the future.

Open to Ideas profile

Keyword (in order of sectors unique aspects) – Organised activities, reviews, itinerary, history, sport, music, outdoors, scenic, active, deals, open minded, nature, online research

Focus – Great focus on activity, the outdoors and nature with a willingness and disposition towards trying new things, going new places and being open to new experiences

Who are they –

- 30-45 young family or independent couple. Medium-high disposable income
- Conduct a lot of research online, consider reviews and influenced by media
- Open-minded and interested in the outdoors, sport, music and history
- Seeking organised 'active' but not adventurous activities; motivated by nature/outdoors
- Like to plan and have an itinerary
- Value for money important and influenced by deals
- Like 'easy to get to' destinations and scenic natural surroundings

Typical Media Consumption – Facebook, news, Snapchat, Trip advisor, Pinterest, travel blogs, google, digital content sites (Netflix), some traditional print.

Open-minded Explorers profile

Keyword (in order of sectors unique aspects) – Traditional media, high quality hotels, Local people, high quality food, tourism websites, local culture, learning, scenic, open minded, unique experiences, plan, online research, nature

Focus – Great interest in people, place and culture with a willingness and disposition towards trying new things, going new places and being open to new experiences

Who are they –

- 50+ empty nesters with medium-high disposable income, typically retired.
- Wish to engage with local people and local culture
- Seeking unique experiences and interested in learning
- Want high quality hotels and food
- Appreciate and enjoy the natural environment and scenic beauty
- Enjoy planning breaks, doing a lot of research and rely on traditional media and tourism websites more than other segments

Typical Media Consumption – Traditional media (print and TV/Radio), Facebook, TripAdvisor, travel journals, news and current affairs.

Active Maximisers profile

Keyword (in order of sectors unique aspects) – Adventure, digital influences, always connected, mind blowing, squeeze more in, active, outdoors, unique experiences, nature, online research

Focus – Great focus on getting the most out of their short breaks and seeking unique and mind-broadening experiences

Who are they –

- In their 20s, they are the holiday makers of the future, low disposable income and always searching for the next Instagram photo opportunity
- Like to squeeze in as much as possible on a short break;
- Enjoy energetic activities (but not extreme sports) and have a strong sense of adventure
- Passion for outdoors and the natural environment
- Looking for unique and mind broadening experiences
- Digital a very significant influence
- Focused on getting a good deal
- Actively research online
- Need to be connected (Wi-Fi etc)

Typical Media Consumption – Instagram, Twitter, Airbnb, Facebook Snapchat, Youtube, Groupon (deal websites), online forums and reviews TripAdvisor, TimeOut blog, digital TV.

4.4 Tier 2 segments - NI & GB

In the development of this Marketing Plan we have developed a custom segmentation approach to complement existing Tourism NI and Tourism Ireland models, but also taking into account NMD's strengths matched with visitors' motivation.

A Wider Destination Sell

Tier 1 segments represent those with the high potential for growth in overnight stays. Below are broad audience segments whose motivations align with what the broader NMD destination has to offer.

Segments include:

- Great Escapers (GB & Overseas)
- Family Fun (NI)
- Time Together (NI)

Great Escapers profile

Keyword– Slow travel, relaxation, rebalancing, getting away from it all, connecting with loved ones, Breath-taking landscapes, ancient sites, remote places, landmarks, fresh and local food, authentic pubs, ease, romantic

Focus – Great focus on getting away from it all, renewing family bonds and spending time together in a beautiful place

Who are they –

- They are often couples, in their 30s– sometimes travelling with children. They are seeking to reconnect with nature and their partners/children
- They want to become immersed in beautiful natural environments where they can escape the stress of their daily lives and reconnect with their partners and/ or young children
- Often being romantic, they want cool nightlife, relaxation, good quality food and drink, contemporary cultural experiences, breath-taking scenery and unique experiences
- They want their holiday to be relaxed and easy but need some 'wow' moments/unique experiences to emphasize the special nature of their holiday together

Typical Media Consumption – Facebook, news, Snapchat, TripAdvisor, Pinterest, travel blogs, google, digital content sites (Netflix), some traditional print.

Family Fun Profile

Keyword– Activities, outdoors and indoor options, relaxing, entertained

Focus – Happiness and amusement of their children is a priority

Who are they – Parents with young families, typically in mid 30s-40s

- The parents know that if their children are content and occupied they will also be able to have a relaxing time.

Typical Media Consumption – Facebook, news, TripAdvisor, Pinterest, travel blogs, Google, digital content sites (Netflix), some traditional print.

Please note: Whilst there is potential to grow this audience, the current offering is limited by the relatively small number of family attractions within the immediate area, particularly indoors, making it a difficult area to entertain children in the event of bad weather. Although there are still tourism development needs for this segment in NMD, there is a better all-round family provision in Mourne Mountains as a whole making it a valid target segment.

Time Together Profile

Keyword– romantic, indulgent, relaxation, connect, slow travel, rebalancing, fresh and authentic, ease

Focus – Finding indulgent hotels where they can relax and enjoy the facilities together

Who are they –

- Couples late 20s-30s and older couples 45+ looking for a romantic experience who have medium-high disposable income
- Generally, have no kids or are empty nesters
- Indulgent hotels with an emphasis on relaxation
- Seeking a cool nightlife, relaxation, good quality food and drink, contemporary cultural experiences, breath-taking scenery and unique experiences

Typical Media Consumption – Instagram (younger), AirBnB (younger), Twitter (younger), Snapchat (younger), Facebook, news, TripAdvisor, Pinterest, travel blogs, google, digital content sites (Netflix), some traditional print and media.

Micro Adventurer Profile

Having considered NMD's product offering as well as consumer trends, a gap in the audience framework has been identified - representing ROI consumers looking for an escape from their frenetic metropolitan life for a weekend in a natural environment with stylish accommodation and lots of outdoor activities. To cover this gap, we therefore recommend creating a Micro Adventurer audience based on busy ROI city-dwellers looking a short, healthy and active break from reality. The term 'micro adventure' was coined by British adventurer and author Alastair Humphreys as 'small and achievable, for normal people with real lives.'

While the primary focus is to grow the ROI segment and our secondary focus is to maintain our current NI segment – it is recommended that as part of the secondary focus that NMD should work closely with Tourism Ireland to identify 'Rest of the World' opportunities. Two markets that have stood out as 'Short Break' and 'Long Haul' opportunities, are Germany and North America.

What this means for NMD: NMD is in a great position to position itself as a destination of choice based on the significant tourism trends outlined above. This region possesses the peace and tranquillity that can cater for a health and wellness trip, whilst also having the physical landscape whereby active holidays and adventure travel can take place. The NMD region caters for a wide range of people, including millennials and the activities on offer are well-suited to the likes of solo travellers.

5. Campaign Structure

The campaign that will be delivered through this Marketing Plan will be structured into three distinct sections:

Regional: the strengths of each of our main tourism regions that are emerging through engagement with clusters of tourism businesses.

Event-based: the established and emerging tourism events that have the potential to be huge draws for people from all over Ireland, such as our Giant Adventure Programme of Summer Events.

Attraction-based: the existing tourism attractions in the region such as our forest parks, heritage and culture sites and the beautiful setting of our coastlines and Mountain trails.

5.1 Regional Marketing Opportunities

As part of the ongoing work of developing our Visitor Experience Plan, we have engaged over 40 key tourism businesses throughout the region and developed six cluster groups. The development of this Marketing Plan has been undertaken in conjunction with these groups to ensure any future promotional campaigns can maximise the strength of our current tourism offering that exists throughout the district. Through the delivery of this plan we will ensure that tourism businesses will benefit from increased footfall and visitor demand into the district. This necessitates both a bottom-up and a top-down approach to strategic development.

From the bottom-up perspective we have mapped the best visitor experiences that are unique and authentic to this region, enabling us to identify the assets and experiences that provide the best immediate opportunities for growth. We have also worked to help develop the new ideas that are emerging from each area of the district by tying in these new concepts with our overall strategic positioning.

From a top-down perspective we have created a campaign positioning for the entire region that is broad enough to embrace the diverse tourism offering, but specific enough to provide a sense of coherence and personality that can capture the imagination of potential visitors at the 'dreaming' stage of their holiday journey.

5.1.1 Mourne

Overview

The Mourne Mountains is recognised as one the stand-out key tourism assets of this region and of NI. Tourism stakeholders in the Mourne are committed to delivering the highest possible quality of experience for visitors seeking an outdoor adventure, be it walking, climbing, mountain biking, cycling or kayaking. Tourism businesses are well-positioned to attract international attention for both the quality of service and the beauty of the environment. As a key asset, the Mourne can be positioned as the destination of choice in the island of Ireland's outdoor adventure tourism offering.

Tourism NI's Destination Survey (2014), highlights the Mourne as being the highest of all nine key NI destinations for repeat visitors (although it is lowest for first time visitors). This underlines the ability of the Mourne to be one of the standout, hero destinations for this region and for NI.

Visitors to the Mourne were the most likely to recommend the destination to others, most likely to

return and most likely to compare the destination favourably with other similar destinations outside NI. Approximately 26,000 user-generated images on Instagram tagged as Mourne Mountains indicates the untapped opportunity of promoting the area.

As part of the ongoing development of our Visitor Experience Plan cluster groups of tourism businesses have been established in Warrenpoint/Rostrevor, Killeel, Newcastle/Castlewellan. Collaboration and alignment with key stakeholders in these groups and with the tourism industry across the Mournes will be key in the delivery of this marketing plan in order to leverage 'user generated content' proactively and encourage content creation by businesses aligned to the goals of this plan.

Product Offering

Headliners

- The beauty of the Mournes and the fulfilment and excitement on offer.
- The best outdoor experiences on the Island of Ireland.
- The high quality outdoor events that take place all year round.

Supporting Acts

- The other outdoor experiences available near the Mournes.
- The range of other experiences available linked to the outdoors – horse riding, sailing etc.

Audiences

- Committed outdoor enthusiasts (MTB, climbing, walking etc.) seeking new places to explore and new challenges to overcome (market origin: RoI, NI, UK, Europe).
- Families seeking experiences for that are energising and exciting (market origin: RoI, NI, UK, Europe).
- Novice outdoor enthusiasts seeking an experience that is overseen by experts but still adrenalin-fuelled (RoI, NI, UK).
- School groups (off-peak) looking for a combination of excellent activities and expertise, great location and suitable accommodation in a single package (UK, Europe).
- Businesses looking for incentive packages for staff weekends/days away (RoI, NI).

5.1.2 Strangford

Overview

The Game of Thrones offering in Strangford and the surrounding area is very strong, with a number of complementary businesses working closely together in welcoming a large number of Game of Thrones inspired visitors from across the world. The scenic beauty of Strangford and the Lecale area, is also a key advantage with key assets such as Strangford Lough itself, the coastline and numerous beaches, and properties such as the National Trust's Castle Ward.

Product Offering

Headliners

- The authentic Strangford Game of Thrones experience

Supporting Acts

- The outdoor experiences available in Strangford and its environs.
- The range of other locations in the Strangford and Lecale area.

Audiences

- Committed Game of Thrones fans (North America, ROI and UK)

5.1.3 Ring of Gullion**Overview**

Tourism experiences in the Ring of Gullion can be focused on reconnecting with nature and history and discovering (or rediscovering) a sense of soulfulness and wellbeing. The Ring of Gullion's natural and heritage assets can be linked directly to the rich and deep history of the area and be communicated in ways that could attract visitors seeking peace and tranquillity through interactions with our Celtic and Christian past.

In Gullion a cluster of tourism stakeholders, each of with a genuine passion for the area, have been brought together as part of the ongoing development of our Visitor Experience Plan. The campaigns delivered through this Marketing Plan will help to promote the hidden gem that area represents and start to develop key themes, such as:

- The authentic pagan and early Christian sites and monuments.
- The beautiful and undiscovered natural environment.
- The wealth of local knowledge and tour guide experience.
- The opportunity to claim the mindfulness/Celtic spirituality/ wellness marketplace.

Through the development of our Visitor Experience Plan the opportunity for greater partnerships between tourism businesses based in Newry and the Ring of Gullion have been established. It is recognised that tourists visiting and staying in Newry could benefit from the 'City Plus' type of product offering that the Ring of Gullion can offer.

Product Offering**Headliners**

- The authenticity and beauty of the area – landscape and heritage sites
- The opportunity to claim the mindfulness/Celtic spirituality/ wellness marketplace.

Supporting Acts

- The localised experiences that are on offer (coach tours, classes, smaller events)
- Wider history of the region with its Celtic connections, myths and legends.

Audiences

- Free Independent Travellers seeking a unique and authentic experience from regions that are attracted by Celtic culture and an alternative lifestyle (Germany, Holland, UK)
- Families seeking child-friendly events that have something different to offer (ROI, NI)

5.1.4 Downpatrick and Surrounding Area**Overview**

Downpatrick's unique point of identity is its rich association with the story of St. Patrick, and it has become recognised as one of the cradles of Christianity on the Island of Ireland. As part of the ongoing development of our Visitor Experience Plan a cluster group of key tourism stakeholders has been established and consideration has been given to the opportunity to broaden the appeal of the

town, and in developing and delivering 'joined-up' visitor experiences that would be attractive to the domestic NI market and to international visitors.

In addition to St. Patrick, Downpatrick is known for its horseracing, with one of the oldest and best established race courses in Ireland. The first race meeting to be held at Downpatrick was over 300 years ago in 1685 so the town and surrounding area has had a long established connection with the horse racing fraternity. To this end the local cluster group of tourism stakeholders have been instrumental in developing proposals for a four-day festival in June based around a racing festival, family entertainment, music, and the arts and heritage offering of the local area. This event, albeit that is starting off fairly small in scope, has the potential to grow into a major annual festival similar to the Listowel Harvest Festival of racing in Kerry.

Product Offering

Headliners

- The Authentic Story of Saint Patrick
- The other experiences in and around Downpatrick relating to heritage and history, including King Magnus's grave, Down County Museum, Downpatrick Railway Museum, etc.

Supporting Acts

- The locations in the broad Downpatrick region of interest – Killelef Castle, Strangford Castle, Ardglass Castles, Ardtole Church, Ballynoe Stone Circle, Inch Abbey, Mound of Down, Sual, etc.

Audiences

- Frequent Independent Travellers and Coach tours interested in heritage, history and spirituality (ROI, UK, Europe, USA)
- Family market seeking fun days out (NI)

In addition to the areas listed above additional work is being undertaken with tourism businesses in other parts of the district to establish how we can create further links and develop additional themes as part of our Visitor Experience Plan.

5.2 Event-based and Attraction-Based Marketing Opportunities

The following details provide some overview as to the main opportunities to promote the NMD region based on the unique and authentic events that are hosted in this district throughout the year:

5.2.1 Music

Headliners

- Ulster Fleadh (2018)
- Ulster Pipe Band Championship (2018)
- Fiddler's Green
- Soma Festival

Audiences

- NI and ROI festival goers
- Traditional music and world music audiences in GB and Europe

5.2.2 Activity Tourism

Headliners

- Mourne Way Marathon
- Mourne International Walking Festival
- Psyche 24-Hour Endurance Cycle
- Camlough Triathlon
- NMD Junior and Senior Golf Championship
- NMD Cycle Sportive
- Red Bull Foxhunt
- Camlough Water Festival

Audiences

- Competitor groups for each discipline
- Mountain biking enthusiasts (GB, ROI, NI)

5.2.3 Seasonal

Headliners

- Halloween in Newcastle and Newry
- Lughnasa
- Winter Solstice

Audiences

- Families NI and ROI.

5.2.4 Summer Events

Giant Adventures

Headliners

- Wake the Giant
- Festival of Flight
- Footsteps in the Forest

- City of Merchants
- Skiffies

Audiences

- Families NI and Rol.

5.2.5 Arts and heritage**Headliners**

- Down Arts Centre
- Down County Museum
- Sean Holywood Arts Centre
- Bagenal's Castle

Audiences

- Families NI and Rol.
- Art and music followers NI, Rol

5.2.6. Forest and Country Parks, Beaches and Natural Heritage sites**Headliners**

- Slieve Gullion Forest Park
- Kilbroney Park
- Tollymore Forest Park
- Castlewellan Forest Park
- Delamont Country Park
- Silent Valley
- Blue Flag Beaches in Cranfield, Murlough and Tyrella

Audiences

- Families NI and Rol.
- Walkers and outdoor enthusiasts Rol and GB

6. Targeted Marketing – Our Approach

Within the overall audience segments established by Tourism NI and Tourism Ireland, it is vital for Newry, Mourne and Down to identify niche audiences that can be reached in a cost-effective way through targeted digital media campaigns. For each section of our tourism offering we have identified appropriate audiences in section 4 above.

6.1 Social media

Social media is a cost-effective, highly targetable and flexible channel which can be used at both the Dreaming and the Planning stage of the travel decision-making process. It can be used as a key channel for creating always-on content, which can be used to keep NMD's position front of mind amongst its target audiences and create linkages back to the NMD tourism website for those who want to find out more.

Given that most social networks have converted to a pay-to-play model in recent years, we will invest in paid media budget to promote social media content to ensure that it reaches our desired target audiences. Additionally, putting paid-for media budgets behind content promotion opens up a world of possibilities in terms of innovative advertising formats and targeting abilities. Users can be targeted according to their demographic profile, interests (e.g. cycling, mountaineering, etc) and behaviours **which all enable better return on investment and enhanced performance as the content is being targeting at those users most likely to convert.**

For awareness generation, we will use video content formats. Video is the best way to stand out on ever busy news feeds. Facebook and Snapchat have both surpassed 8 billion daily video views and YouTube's 1 billion-plus users are watching hundreds of millions of hours of online video every day.

Another effective format is the 'multi product ad' available on Facebook and Instagram which contain multiple assets within one post which the user can swipe through to interactive with. On a basic level, these could be used to showcase the breadth of landscapes and outdoor activities on offer but, similar to the OOH concept, could also be used to show users the parallel between their workday reality and the getaway potential offered by the Newry, Mourne and Down region. In similar vein, Snapchat Geo Filters could be targeted towards busy professionals in the likes of Dublin city centre, allowing them to visualise themselves taking a break in the Mournes for example

6.2 The Importance of Search

Search engines are used by customers more than any other channel throughout the entirety of the travel decision-making process. Customers turn to search when in need of travel inspiration. They turn to search to find the best destinations for certain types of trip. Search helps uncover more information about a destination - like what its climate is like, what there is to do and how they might get there. Search leads them to the best hotel deals and provides much needed answers. It permeates every step of the travel decision-making process.

Showing up when a prospective visitor searches for specifics about a destination, and having the ability to answer their query through a user-friendly web platform is of fundamental importance to the growth of NMD's tourism volume. If users cannot find the information they are looking for about your destination, they will look elsewhere.

The Mourne Mountains comes out on top on the number of 'search intent' within the NMD region. High level 'search intent' shows this area as the most popular and desirable in the region and should be positioned as the hero destination within NMD.

When looking for travel inspiration, 83% of customers use social networking channels to get ideas. The Mourne Mountains already gets 26,000 unprompted user-generated images tagged on Instagram, which poses a huge opportunity that needs to be leveraged.

6.3 Tactical digital advertising

Digital advertising is highly targeted and can be used to hone in on precise audience segments who are actively in the consideration stages of planning a trip. This can be achieved through programmatic display advertising, on which ads are served on a network (e.g. Google Display Network) based on targeting variables such as demographics, interests and behaviours. Display advertising formats can also be used for remarketing, which involves targeting those users who have visited the campaign landing page (e.g. by clicking through from a social media).

6.4 Tourism NI Partnership

It is proposed that the Council will leverage the opportunity to promote the NMD region to the ROI market through our ongoing partnerships with Tourism NI. As part of Tourism NI's ongoing campaign activity, Northern Ireland is promoted through integrated, high-impact, high visibility marketing activity. By working in close partnership with Tourism NI, the Newry, Mourne and Down region can feature as part of the activity through a series of content and communications that will allow us to focus on accommodation providers, visitor experiences and attractions specific to the region. This is a wonderful opportunity and provides an avenue to reach more of the ROI market, to amplify reach and drive footfall through the leveraging of Tourism NI's marketing budget.

6.5 Partnership with the Local Tourism Industry in NMD

In the delivery of this Marketing Plan it is proposed that a new partnership marketing fund be piloted with the local tourism industry, to ensure that local businesses can benefit from funding support in order to inbound drive tourism volume and revenue. In order to attract more visitors from key target markets such as ROI, to encourage them to visit here in the first place and to stay longer in Newry, Mourne and Down, it is essential that we develop a coordinated approach to marketing the district in partnership with local tourism businesses. By developing a Partnership Marketing Fund we can ensure that our marketing message is consistent, coordinated and that we can gain a wider 'share-of-voice' and make a greater marketing impact with our key target audiences.

7. The Year at a Glance

The previous sections details the tourism offering of this district which we have broken down into three distinct themes – Regional, Event-based and Attraction-based. The table below shows our communications year at a glance. These themes will be promoted using the wider consumer and campaign message – *Heaven in a Heartbeat* predominantly via search and social channels.

Regional Themes
Unique Outdoor Adventures (Mournes)
Game of Thrones (Strangford)
Footsteps of the Celts (Gullion)
St. Patrick (Downpatrick)
Themed Activity: Music
Blues in the Bay
Soma Festival
Fiddler's Green
Ulster Fleadh
Clíve
Newry Fleadh
Pipe Bands
Themed Activity: Sport
Camlough Water Festival & Triathlon / Crooked Lake Triathlon
Mourne Way Marathon
PSycle 8-Hour Race
Mourne International Walking Festival
Newry Mourne & Down Summer Trophy & Junior Summer Golf Trophy
Newry City Triathlon and Festival of Water
Red Bull Foxhunt
PSycle 24-Hour Race
Cycle Sportive
Themed Activity: Seasonal
Lughnasadh
Halloween in Newry
Halloween in Newcastle
Halloween events Crossmaglen, Warrenpoint, Kilkeel, Ballynahinch
Christmas Switch on Downpatrick
Christmas Switch on Newry
Christmas Switch on events Crossmaglen, Warrenpoint, Kilkeel, Ballynahinch, Newcastle
Winter Solstice Festival (Forest Park Activity)
Events Based Activity
Home of St. Patrick's Festival
Down Time Festival
Skiffies Festival Strangford Lough
Guardians of the Mournes & Gullion Festival
Footsteps in the Forest
Festival of Flight
Wake the Giant
City of Merchants
Hans Sloane Chocolate Festival
Winterfell Festival
Narnia Festival
Ballynahinch Harvest & Country Living Festival
Ballynahinch Game & Market Fayre
Lunasa (Forest Park Activity)
Facility Based Theme: Arts & Heritage
Down Arts Museum
Down Arts Centre
Sean Hollywood Arts Centre
Beginal's Castle
Facility Based Theme: Forest Parks
Slieve Gullion Forest Park
Gibronney Forest Park
Tollymore Forest Park
Castlewellan Forest Park
Silent Valley

Appendix 1 – Additional Information on Target Markets

While the primary focus is to grow the ROI segment and our secondary focus is to maintain our current NI segment – it is recommended that as part of the secondary focus that NMD should work closely with Tourism Ireland to identify ‘Rest of the World’ opportunities. Two markets that have stood out as ‘Short Break’ and ‘Long Haul’ opportunities, are Germany and North America.

Germany Short Breaks: Germany is the second most important outbound tourism market in the world. The island of Ireland gets 1% of this market with over 400,000 German people visiting every year. It is the third most important source market for the island of Ireland and is the largest market for overseas anglers, accounting for 15% of all overseas angling visits. German visitors stay on average 10 nights with a wide geographical spread. However, only around 10% of these visitors come to Northern Ireland.

According to Tourism NI research, over 75% of German holidaymakers come to explore the sights and culture of the island of Ireland and many German tourists enjoy outdoor activities such as hiking, cycling and fishing. They enjoy un-spoilt natural scenery and book well in advance. Nature is a bigger influence for Germans than for other European countries when deciding on a holiday. This means that having excellent green credentials is something that might appeal. 70% of German holidaymakers arrive between April and August with May, June and July being the most popular months. 75% of German holidaymakers use the internet to book all or part of their holiday and they like the information to be in German although many speak English. 68% of the German market has expressed an interest in visiting the island of Ireland in the future.

According to Mintel (2015), the bulk of the German outbound market is devoted to leisure travel. *FUR, Reiseanalyse 2015* calculates that Germans took some 83.9 million short breaks in 2014. Three quarters (76%) are taken within Germany and the remaining 24% are taken abroad, equivalent to 17.5 million trips. Of this, 6.4 million go to cities abroad and 11.1 million go to non-city destinations for their short breaks. London is the most popular foreign destination for short breaks, where Germans took 1.1 million trips in 2014. Amsterdam, Paris, Barcelona, Prague and Vienna are also among the leading cities visited abroad for short breaks. The main reasons for short breaks are a city break, visiting friends and family, relaxation, cultural trips or an activity holiday. Couples take over half (53%) of foreign short breaks to cities whereas 28% are made by solo travelers.

North America: The USA is the second most important tourism market for the island of Ireland. Visitors from the U.S. and Canada often include a trip to Northern Ireland as part of a wider European tour and include Northern Ireland as part of an overall trip to the island of Ireland. They form an excellent target market for Northern Ireland as they speak English and are easy to promote too due to their high usage of digital channels. Northern Ireland welcomes a higher proportion of Canadian visitors in comparison to other markets. Typically, a third of Canadians visit Northern Ireland when holidaying on the island of Ireland. Over 50% of Canadian visitors are over 45. As the island of Ireland is a long-haul destination, North American visitors are likely to use tour operators when they plan their travel.

Cultural and ancestral links are a key motivator for visits here from people living in North America. 36 million Americans claim Irish ancestry and there are 25 million people of descent from NI in North America. While here they are very keen to visit historical and cultural sites and their use of hotels is higher than the other main markets. Visitors stay for on average 8 nights on the island of Ireland. Often it is their first visit and they are keen to tour the island; 60% of visitors are over 35 and they are high spenders. US outbound travelers are the second-biggest spenders in terms of tourism expenditure, according to country ranking by the UNWTO. Golf is often a key draw for many North American visitors.

According to Mintel research (2015), on long-haul routes, US outbound travellers choose to experience different cultures and this is one of the reasons they visit destinations around the world. In terms of culture, areas of historic and natural beauty are important. Indeed, this is a major reason for foreign travel to Europe where city trips and touring holidays are popular. Experiential travel is increasingly desired by US outbound travellers, with an emphasis on authentic experiences.

Other general trends

Importance of millennials: Millennials are one of the fastest growing groups of adventure travellers. This generation are already traveling more for business than other generations and they're more likely than their older counterparts to extend business trips into vacations. Expedia's Future of Travel Report found that millennials are taking more vacations in general – travelling an average of four times per year compared to three times per year for older segments of the population. Unlike their baby boomer parents, they stay away from traditional cruise and beach vacations and instead crave adventure. This often includes outdoor recreation opportunities and exploring local environments. Once they're travelling, 97% of millennials share their experiences on social media, with nearly 73% posting every day. All of this sharing is hugely influential for their peers.

Adventure travel and active holidays: According to Mintel (2017), active and adventure travel are among the most significant trends in the travel and tourism industry at present, and have been for a number of years. Active holidays can be taken virtually anywhere, and holiday locations are as diverse as the activities and the participants themselves. Nations that seem particularly interested in active holidays include China, Germany and USA.

Wanting to stay fit and healthy at a time when many nations are experiencing longer life expectancies is an important component of the motivation to take an active holiday. The key reasons for undertaking this type of travel, however, appear to be the opportunity to engage in authentic and immersive travel experiences, to see a destination in a more unique way and for the bonding opportunities that active holidays provide. Adventure travellers are more likely than traditional travelers to prioritise where they go over who they go with, citing natural beauty and available activities as the most important aspects. However, group travel still dominates. According to the Adventure Tourism Market Study (2013), the largest groups of adventure travelers are: those who travel with a spouse or partner (37%); those who travel with families and children (30%) and those who travel with friends (21%).

Free independent travellers: A recent survey (Lonely Planet, 2017) predicted solo travel to be a key trend in the coming years, with 51% of respondents saying they'll be taking their next holiday solo. Germany is leading the way with 80% of German respondents saying they will go it alone, followed by 69% of UK respondents and 67% of Canadians. Unsurprisingly, this solo travel trend goes hand-in-hand with independent travel; just 6 % of people say they will use a travel agent in 2017. An app called SoloTraveller has recently been launched. This app connects like-minded travellers who speak the same language and share a love of travel. Travellers can connect to share costs for taxis, tours, or anything else.

Health and wellness tourism: An estimated 17 million travellers identify themselves as being 'health and wellbeing' focused, with 40% of them travelling regularly (HVS, 2014). Wellness tourists spend 130% more than the average tourist (Body & Soul). 'Switch Off' is a consumer trend identified by Mintel (2013) that reflects how technology has created inescapable levels of exposure and has led to consumers seeking reconnection with the real world. 'Retreats' such as Kamalaya in Thailand, Gwinganna in Queensland and Billabong Retreat in New South Wales are successful in this sector. In Ireland, retreats exist such as Cloona Health retreat in Westport, County Mayo.

What this means for NMD: NMD is in a great position to position itself as a destination of choice based on the significant tourism trends outlined above. This region possesses the peace and tranquillity that can cater for a health and wellness trip, whilst also having the physical landscape whereby active holidays and adventure travel can take place. The NMD region caters for a wide range of people, including millennials and the activities on offer are well-suited to the likes of solo travellers.

Agenda Item:	Council attendance at two International Golf Trade Shows.
Report to:	Economic Regeneration and Tourism Committee
Subject:	Council attendance at two International Golf Trade Shows.
Date:	12 March 2018
Reporting Officer:	Andy Patterson, Assistant Director Tourism, Culture and Events
Contact Officer:	Michelle Boyle, Tourism Development Officer

Decisions Required

Consider and approve the attendance of one council officer at the two international golf trade shows detailed in this paper.

1.0	<p>Purpose and Background</p> <p>An officer from Newry, Mourne and Down District Council has attended the IAGTO North America Golf Tourism Convention and the International Golf Travel Market trade show for two consecutive years to promote the golf product in our region and to encourage more international golfers to visit the district. It is proposed that a council officer should attend both these trade shows again in 2018. Upon approval an invite will be issued to golf clubs within the region to attend these trade shows in partnership with NMDDC to promote the golf tourism offering within the region.</p>
2.0	<p>Key Issues</p> <p>In previous years the Council has attended these trade shows alongside North and West Coast Links - the destination management company that promotes golf tourism in the Newry, Mourne and Down Region.</p> <p>Due to the success of attending both of these events and securing a number of groups to visit the region on play and stay packages, strong working relationships have been forged with group buyers from North America, Canada, Australia and the UK.</p> <p>As a direct result of the Council's attendance at these trade shows over the past two years over 400 bednights have been generated by new incoming tour groups to the region. In 2018 there is confirmation of new incoming groups from North America, Canada, Australia, the UK, and the Nordics.</p> <p>In order to maintain these working partnerships, to continue to promote the region, and to prospect for new business it is proposed that a Council officer attends these shows again this year. Tourism Ireland, Failte Ireland and Tourism NI are all planning to attend both events.</p>

	<p>Details of the trade shows are as follows:</p> <ul style="list-style-type: none">• IAGTO North America Golf Tourism, Oregon 24 – 27 June 2018• International Golf Travel Market (IGTM), Slovenia, 15-18 October 2018
3.0	Recommendations Consider and approve the attendance of one council officer at the two international golf trade shows detailed in this paper.
4.0	Resource Implications The total cost to attend these golfing events is £4500.
5.0	Equality and Good Relations implications All necessary considerations have been taken account of.
6.0	Appendices N/A

Report to:	Economic Regeneration and Tourism Committee
Subject:	Service Level Agreements for 2018/19
Date:	12 March 2018
Reporting Officer:	Marie Ward, Director Enterprise, Regeneration and Tourism
Contact Officers:	Andy Patterson, Assistant Director Tourism, Culture and Events Jonathan McGilly, Assistant Director Enterprise, Employment & Regeneration

Decisions Required

To consider and approve the list of Service Level Agreements for 2018/19 as detailed within this report.

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

Service Level Agreements for the 2018/19 financial year:

Enterprise, Employment and Regeneration

- NIBSUP Interim programme delivery: Year 2 contribution - £70,000
- NMEA, Social Enterprise Programme renewal - £38,000
- East Border Region Committee - £20,000
- University of Ulster: Sectorial Analysis - £10,000
- NMEA and Down Business Centre Innovation Alliance in partnership with Louth and Meath LEO - £25,000
- NMEA and DBC General Enterprise Development Support - £20,000
- Co Down Rural Community Network - £10,000
- WIB Female Entrepreneurship Programme - £7,000

Tourism

- Mourne Heritage Trust - £300,000
- Outdoor Recreation NI - £24,166
- Royal National Lifeboat Institute (Tyrella, Murlough, Cranfield) - £47,940
- National Trust - £9,000
- St Patricks Visitors Centre - £110,000
- Down Railway - £21,600
- Kilkeel Development Association - £20,000

The projects covered by the above SLAs have had prior ERT Committee approval. Upon approval NMDDC will issue letters of offer to the above organisations for the

	implementation of the above programmes.
3.0	Recommendations To consider and approve the list of Service Level Agreements for 2018/19 as detailed within this report.
4.0	Resource Implications Required budgets have been profiled within the 2018/2019 rates.
5.0	Appendices Draft SLAs attached <ol style="list-style-type: none">1. Mourne Heritage Trust2. Outdoor Recreation NI3. Royal National Lifeboat Institute – Tyrella, Murlough and Cranfield4. National Trust5. St Patricks Visitors Centre6. Down Railway7. Kilkeel Development Association

Appendix 1

**CORE FUNDING AGREEMENT BETWEEN COUNCIL
and
MOURNE HERITAGE TRUST**

The Service Level Agreement between Council and Mourne Heritage Trust has 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, biodiversity, cultural and built heritage
- ▶ to maintain and improve visitor and recreation opportunities and services, including Public Rights of Way and forest and upland walking infrastructure, mountain bike trails and adventure facilities
- ▶ to enhance appreciation and understanding of the special qualities of the Mourne AONB among local communities and visitors
- ▶ to assist Council in developing sustainable economic growth through tourism
- ▶ 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) AONB Countryside and Environmental Management Service
- (ii) Forest Trails and Visitor Management Service
- (iii) Ranger Service, including Mourne Access Ranger
- (iv) Mourne Conservation Volunteers
- (v) Recreation and Visitor Monitoring and Management
- (vi) Sustainable Tourism Development
- (vi) Communications and Awareness Raising
- (vii) New Programme and Project Development and relevant Fundraising
- (viii) Networking, Liaison and Co-ordination of AONB stakeholders
- (xi) Landscape and environment related research, advice and input to policy development Trust
- (xii) Management, Administration and Support Costs

It is further agreed in addition to, or for further clarification of the outputs listed, that the Trust should undertake the following specific activities outlined in the remainder of this paper:

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 cut back grass and vegetation growing on the surface of the paths to between the path boundaries¹. 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 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 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 Amenity Sites and 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 removed where possible or reported to Council environmental health department for removal in the case of significant incidents.
- e) Damage and surface repairs needs to be reported and identified.

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

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 cycling trails (set out in 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 AONB wide 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 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 previously 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 Rights of Way and countryside access.

7. Mourne International Working Festival, other large scale events & visitor monitoring

The Trust will provide advice and support for Mourne International Walking festival and a number of major forest park based events including the Red Bull Foxhunt, Vitus First Tracks Enduro Cup, Physycle mountain bike races and Ulster and Irish mountain bike championships. The Trust will also act as first point of contact in providing support and advice to the growing number of mass participation events in Mourne assessing routes and advising on other technical considerations. The impacts of events and other recreational use will be monitored to guide planning of future visitor management services and infrastructure.

8. Communications and Awareness Raising

It is agreed that all Visitor Information Centres (VICs) within the Mourne AONB shall carry information on activities and attractions in the AONB. Mourne Heritage Trust will co-ordinate provision of relevant landscape and heritage related information and interpretation collateral as well as acting as referral point for visitors requiring specialist information. The Trust will also coordinate such information provision to tourism businesses and maintain the Mournelive website and suite of social media platforms as well as facilitating and stimulating media coverage.

9. Policy Development, AONB Coordination and Rural Regeneration

In addition to assistance with the implementation of the Council's Tourism Strategy and Visitor Experiences Development Plans respectively (further referred to below) the Trust will continue to input to the rollout of **'Living Well Together - A Community Plan for Newry, Mourne and Down to 2030'**. This includes membership of the **Community & Voluntary Stakeholder Forum** and of the **Environment & Spatial Thematic Group**, contributing through each to the further development and implementation of delivery plans. Through these mechanisms and other channels the Trust will also inform the **Local Development Plan**, including assisting with community engagement. The Trust will also, through its CEO, continue to sit on the Board of the Council's **South East Area Fisheries Local Action Group**.

The Trust will coordinate and oversee implementation of the **Mourne AONB Management Plan 2017 – 2022** as approved by NIEA and also implement the Legacy Management Plan of the **Mourne Mountains Landscape Partnership**.

At a regional level the Trust will continue to represent the Mourne AONB on the Department for Communities Historic Environment Stakeholder Group including input to the European Year of Cultural Heritage 2018 and a communications plan for NI's historic environment. It will also represent Mourne interests in government policy development and consultations, including but not exclusively through Northern Ireland Environment Link.

10. New Project Development & Fundraising:

It is agreed that the Trust will work with Council and other partners to identify and secure funding for additional projects within the area pursuant to the areas of work set out in this agreement. At present this includes the **Interreg VA Northern Periphery ASCENT project** in which the Trust is partnering with Council and others to deliver enhanced visitor management around Slieve Donard and Slieve Gullion. 'In the pipeline' is a pending application to **Heritage Lottery Fund for a European Year of Cultural Heritage** grant for development of the Narnia story in the Mourne.

The Trust will also continue to support the Council in developing funding applications for **Castlewellan Arboretum, Walled Garden and Historic Demesne** (HLF, Rural Development Programme) and **Silent Valley Visitor Facilities** (possible Rural Development Programme). Similarly the Trust will continue to input to the further assessment of the proposals contained within the **Mourne Gateway Access Study** (completed in 2017 and for which MHT acted as a key adviser). This will include provision of information to TNI to contribute to its market assessment of the potential of these proposals and consideration of next steps.

Also anticipated in 2018/19 is funding from NI Water to **further improve high Mourne paths**, which MHT will project manage. It should be noted that this list is not exhaustive and the Trust will continue to seek other funding opportunities and capitalise as these arise, also supporting community groups in the AONB with relevant projects.

11. Sustainable Tourism Development

The Trust will provide a number of services in support of tourism development and visitor servicing in the Mourne AONB, championing and advising in particular upon green and sustainable tourism. Routine work includes the above mentioned **support to VICs 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, including **implementation of the Council Tourism Strategy**.

Specific Projects are set out annually, in agreement with Tourism NI, and will include the development and promotion of distinctive Mourne visitor experiences in line with the **Council's Visitor Experiences Plan**, working with tourism business, guides etc to cluster and animate authentic Mourne experiences. Also included will be critical strategic input to Council's development of the **UNESCO Geopark proposals** and, in due course, the detail of an application. Additionally each of the new projects and programmes listed in the section immediately above are designed in part to deliver tourism benefits – namely Narnia, Castlewellan Demesne, Silent Valley, high Mourne paths and, notably, the Mourne Gateway proposals.

12. Forest Trails and Visitor Management Service

The Trust employs a Forests Ranger and support team to provide specific trail management services at Castlewellan and Rostrevor, undertaking functions related to trail inspection and maintenance, stakeholder liaison and user engagement as set out in the Mountain Bike Trail Management Plan and Castlewellan and Bunkers Hill walking routes management plans. Key functions as follows:

- Mountain Bike and Walking Trail inspection, maintenance and record keeping
- Horse Trail (Castlewellan) inspection, maintenance and record keeping - **new duty**
- Auditable ranger logs and reporting systems
- Assistance to Council with the development of management procedures and documentation and advice on strategic management issues
- Development work and technical advice and assistance to Council on new trails at Rostrevor and in other centres as required – **expanded duty**
- Provision a 'Forest Works Manager' function for activities falling under the Council's licences, as required by Forest Service – **expanded duty**
- Inspection of adventure play facilities (Tollymore and Castlewellan) and routine maintenance
- Trail corridor tree safety inspections and follow up action, including clearance within the specified legal period as required (thus obviating the need for expensive contractor services for both inspection and follow up work) - **new duty**
- Post storm tree safety inspections – **new duty**
- Clearance of storm debris and fallen trees where that can be delivered within one week by Forest team (thus providing greater speed of response than 3rd party contractors) and relevant user and both stakeholder liaison and trail repair (which cannot be delivered by contractors)
- Assessment and planning of more significant post storm tree clearance works – e.g., as with Hurricane Ophelia – and implementation, subject to additional resources for temporary staff, of required clearance and necessary trail repair, including complying with all health and safety requirements (this has been demonstrated to be both more timely and cost effective than using 3rd party contractors)
- Post build snagging and identifying and rectifying of issues, including minor revision and enhancement of trails based on user feedback and as agreed with Council
- Input to design and agreement of remedies for problems relating to major features on downhill mountain bike trails where significant re-design is required and implementation, with appropriate technical assistance, of agreed amendments – **expanded duty**
- Liaison with stakeholders including:
 - Trail Providers – Council
 - Property Owner - Forest Service NI
 - Trail Promoter - Outdoor Recreation NI
 - Mountain Bike Service Providers – e.g. bike hire, event's organisers, coaches.
- User Engagement and Management (**now also including horse trails users**)
- 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
- *Note: Advice and input – e.g. tree surveys, tree management plans, have been provided to Council in relation to its licence obligations and development plans at Slieve Gullion forest. subject to cover for additional staff costs incurred. Like other function above this has been demonstrated to be more cost effective – i.e. staff time at relevant NJC scale*

plus 20% overhead - than 3rd party services. This will continue to be made available to Council as required and as compatible with core duties.

DRAFT

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****LEGACY 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/Carnacaville 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 Kilmeghan Road to Priests Road, Castlewellan
- CD/RW/8028 Kilmeghan Road to Wateresk Road (BP)
- CD/RW/8031 Drumee Road to Dundrinne Road Upper, Castlewellan (BP)
- CD/RW/8032 Dundrinne Road to Brook Cottage, Castlewellan (BP)

CD/RW/8037 Green Lane, Burrenreagh, Castlewella

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 Castlewella 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, Castlewella

CD/RW/8006 Castle Lane, Dundrum

CD/RW/8004 Cow Lane, Castlewella

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

Legacy Banbridge DC area

	Path Name	Reference	Gird Ref	Use	Date Asserted
1	Slievenabole 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 Castlewella 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

Legacy 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

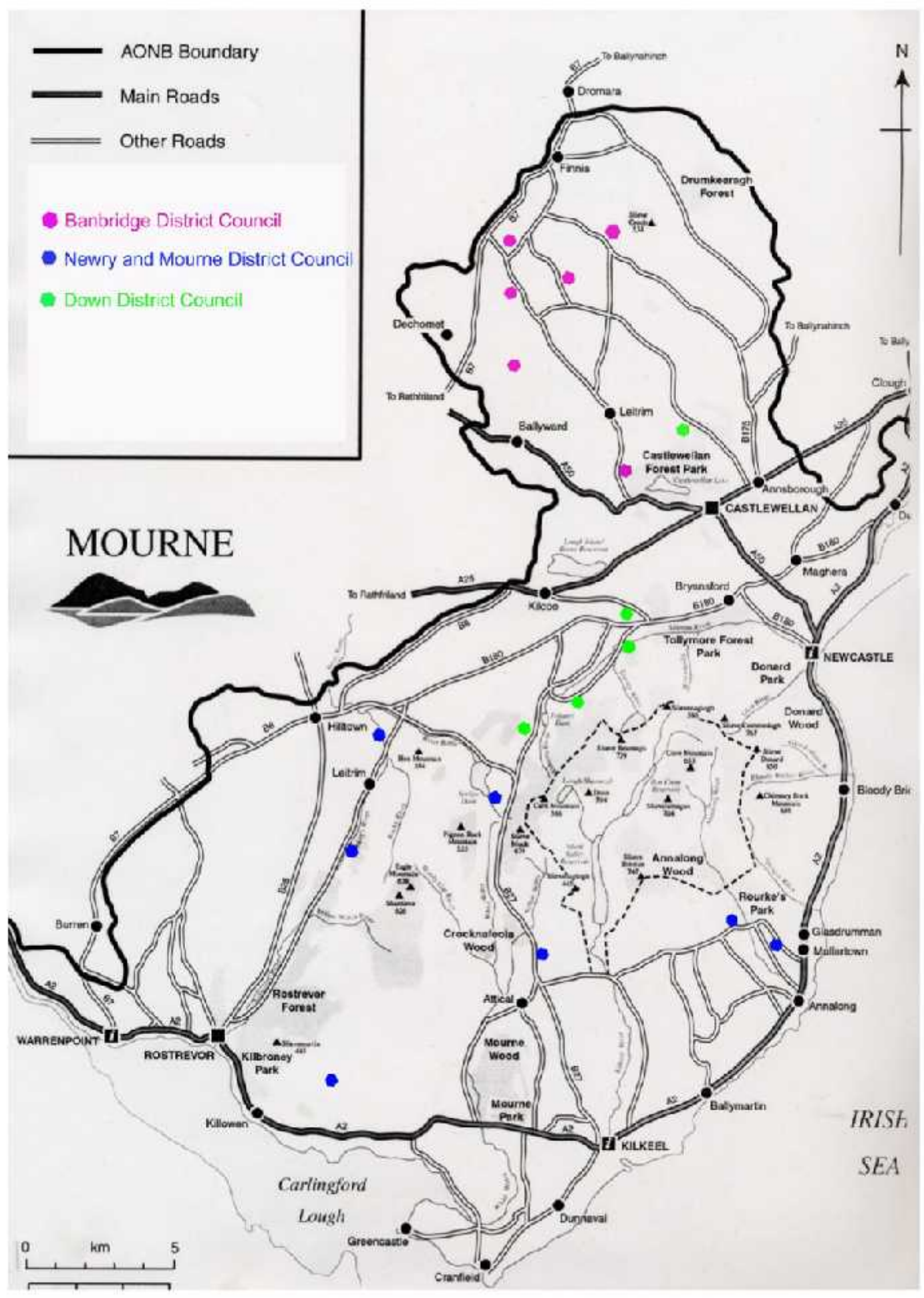
Sandbank Road

Kilfeaghan Lane

Crocknafeola Forest

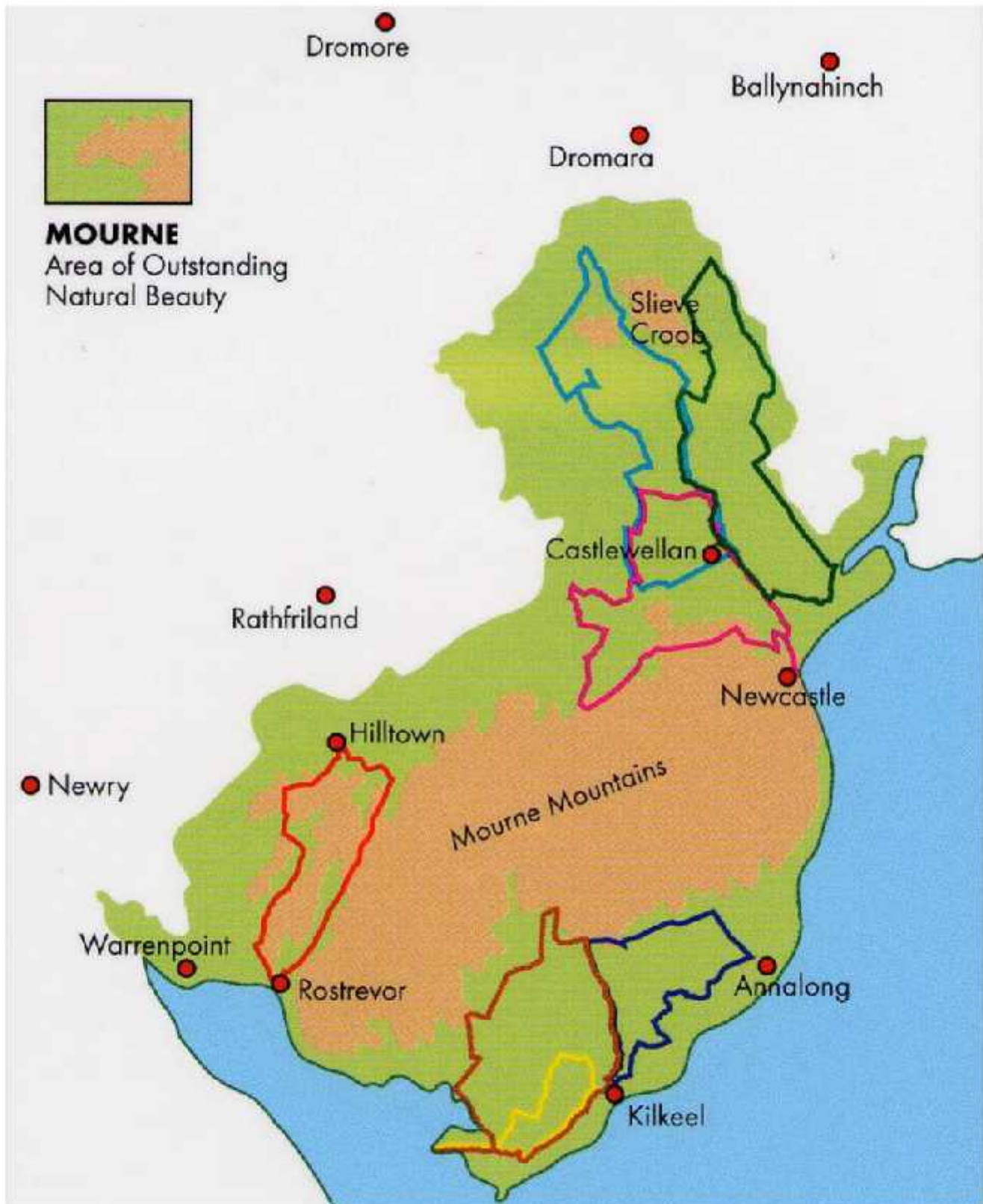
Deers Meadow

6 lay-bys along the Moyad and Slievenaman Roads



DRAFT

Appendix C
Cycle Routes



Appendix D
List of Stiles maintained

	Map Location	Grid Ref.	Location
1	1	294224	Jctn. Mourne wall below Slievenaghlough
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 jctn. Slievemageogh
6	5 & 5A	247237	Wall jctn. 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 jctn.
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 jctn.
16	18	328291	Summit of Slievenaghlough
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 jctn.
22	24	360231	Round Seefin
23	25	360229	Rourkes Park path wall jctn.
24	26	353235	Top of Hamiltons lane near Dunnywater
25	27	335243	Annalong Path wall jctn.
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

DRAFT

Appendix 2

58

**Proposal for the delivery of the MountainBikeNI Consortium 2018 – 2019****January 2018**

Outdoor Recreation NI has prepared this proposal in order to request support from trail managing Councils for the period 1st April 2018 – 31st March 2019.

This proposal outlines:

1. Overview of Outputs
2. Added value gained from adopting a consortium approach
3. Proposal for 2018 / 2019

1. Overview of Outputs:

Outdoor Recreation NI will continue to 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
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%
Fundamental Outputs			
Mountain Bike NI Consortium	✓	✓	✓
MountainBikeNI.com Website	✓	✓	✓
Customer Interaction	✓	✓	✓
Trail Centre Specific Outputs			
Trail Cards E-commerce	✓	✓	x
Mountain Bike NI Trails Team (Volunteer Ranger Scheme)	✓	✓	✓
Sponsorship Liaison	✓	✓	x
Marketing Outputs			
NI Marketing via MTBNI Channels	✓	✓	✓
NI Marketing Campaigns	✓ (£2075)	x	x
ROI Marketing Campaigns	✓ (£6500)	✓ (£6500)	x
Destination Support / Business Upskilling	✓	✓	x

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
- 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 cards¹
- Provide quarterly report of trail card sales within overall work programme report

¹ Additional budget will be required for trail card design and print costs

B.2. MountainBikeNI Trails Team (Volunteer Ranger Scheme)²

- 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:
 - 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

² Council partners to deliver maintenance days including provision of lunch

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

2. 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 13,551
- Social media following of 23,777 (Facebook, Twitter, Instagram)
- 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

3. Proposal 2018 / 2019

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
Newry, Mourne and Down District Council	6,500	43%
Mid Ulster District Council	8,575	57%
TOTAL	15,075	100%

Recommendation

To support Mountain Bike NI and Walk NI as follows:

Mountain Bike NI £18166

Walk NI £6000

The financial support is on the basis of ORNI liaising with AV BROWNE on proposed campaign delivery and providing AV BROWNE with any available video and photography undertaken as part of campaign development.

Appendix 3**AGREEMENT FOR THE PROVISION OF RNLI LIFEGUARD SERVICES**

Clause/ Section number	Clause /Section Heading	Page No'
Section 1.....		2
1.	Definitions and Interpretation	3
2.	The Services.....	8
3.	The Beach Operator's obligations	9
4.	Shore Facilities	12
5.	Reporting and records.....	14
6.	Review and Consultation	15
7.	Contribution and payment.....	15
8.	Special events	16
9.	Communications, Advertising, Promotion and Fundraising	17
10.	RNLI Materials, Property and Intellectual Property	18
11.	Confidentiality.....	19
12.	Freedom of Information and Data Protection	20
13.	Initial Transfer of Employees	20
14.	Transfer of Employees on a Service Transfer.....	22
15.	Force Majeure	22
16.	Insurance Liability and indemnity.....	23
17.	Limitation of Liability	23
18.	Indemnities	24
19.	Good Faith and Non-Solicitation	25
20.	Assignment, Sub-contracting and Volunteer Clubs	26
21.	Term and Termination	26
22.	Suspension of Services at a Patrolled Beach	27
23.	Consequences of Termination, Suspension or Removal of Patrolled Beaches from the Patrol List.....	27
24.	Notices, Approvals and Amendments	28
25.	Dispute Resolution	29
26.	General	30
Section 2 - Service Specification.....		31

Section 3 – Patrol List	32
Section 4 - Contribution.....	32
Section 5 - Contact Details.....	34
Section 6 - Season Plan –2017	35
Section 7 – Fundraising and Promotion Plan	37
Section 8 - Transferring Beach Operator Employees	40
Section 9 - Transferring Employees Schedule of Information	41
Section 10 - Equipment to be offered to the RNLI Free of Charge	43
Section 11 – Shore Facilities	44
Section 11.1 – Shore Facilities Table	44
Section 11.2 - Additional provisions relating to Shore Facilities.....	46
Section 11.3 - Licence Terms.....	47
Section 11.4 – Lease Terms	52
Section 11.5 - Shore Facility Locations	Error! Bookmark not defined.
Section 11.6 – Specifications and Dimensions for new Shore Facility buildings and platforms for temporary/semi-permanent Shore Facilities.....	53
Section 11.7 – Works Specifications	56

Section 1

THIS AGREEMENT IS MADE BETWEEN:-

- (1) **Comhairle Ceantair, an lúir, 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 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

C:\Users\andrew.patterson\Desktop\FRT March 2018\SLA Paper\Appendix 3 - RNLI Contract 2017 -2021 Final Draft 26.02.18 vf.doc

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"> • Contractual entitlement in respect of salary, wages or other emoluments; • Employer's national insurance contributions; • Pay as you earn tax deductions; • Pension contributions, liabilities or payments; • Any reimbursement of employee expenses; and • 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

C:\Users\andrew.patterson\Desktop\FRT March 2018\SLA Paper\Appendix 3 - RNLI Contract 2017 -2021 Final Draft 26.02.18 vf.doc

	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)
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	(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 (b) Reasonable legal and other costs or expenses and VAT incurred in relation to any claim, action or proceedings
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 Shore Facility	A Temporary Shore Facility which is designated as a Licensed 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	A combination of the following activities performed on the beach or adjacent land or water:-

	<ul style="list-style-type: none"> • Providing beach or water safety information, signs, flags or equipment; • Zoning off areas of the sea for specified activities, e.g. swimming, surfing; • Monitoring the beach or water for individuals needing rescuing or assistance; • Rescuing or assisting individuals in the water; • Rescuing or providing first aid to individuals on the beach; and • Helping to find or return lost children
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
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"> Promotional, publicity or other materials relating to the RNLI or containing any of the RNLI Trade Marks; and 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 <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"> Royal National Lifeboat Institution Lifeboats RNLI RNLI Lifeguard RNLI flag logo Water Safety logo
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
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

C:\Users\andrew.patterson\Desktop\FRT March 2018\SLA Paper\Appendix 3 - RNLI Contract 2017 -2021 Final Draft 26.02.18 vf.doc

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 22
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 Information	The schedule set out at Section 9 setting out the information and documents to be provided by a party in relation to transferring employees
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"> • water quality; • contamination; and/or • designation of a beach as a bathing beach or non-bathing beach by DEFRA or any similar body
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

C:\Users\andrew.patterson\Desktop\FRT March 2018\SLA Paper\Appendix 3 - RNLI Contract 2017 -2021 Final Draft 26.02.18 vf.doc

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 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.
 - 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

C:\Users\andrew.patterson\Desktop\FRT March 2018\SLA Paper\Appendix 3 - RNLI Contract 2017 -2021 Final Draft 26.02.18 vf.doc

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 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 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

C:\Users\andrew.patterson\Desktop\FRT March 2018\SLA Paper\Appendix 3 - RNLI Contract 2017 -2021 Final Draft 26.02.18 vf.doc

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 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 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 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

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.

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 3.8, 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 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.

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 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, 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.
- 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 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.
- 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 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 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).

- 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

C:\Users\andrew.patterson\Desktop\FRT March 2018\SLA Paper\Appendix 3 - RNLI Contract 2017 -2021 Final Draft 26.02.18 vf.doc

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 188.

- 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 188. 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.
- 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 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

C:\Users\andrew.patterson\Desktop\FRT March 2018\SLA Paper\Appendix 3 - RNLI Contract 2017 -2021 Final Draft 26.02.18 vf.doc

remain liable for all its obligations under this Agreement as if it had not appointed a 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.

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 3.8, 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 3.8;

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

C:\Users\andrew.patterson\Desktop\FRT March 2018\SLA Paper\Appendix 3 - RNLI Contract 2017 -2021 Final Draft 26.02.18 vf.doc

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, 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 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.

Section 3 – Patrol List

Name and brief description of each beach in respect of which Services are to be provided
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.
Tyrella: Lifeguard service provided 29/4/17 - 3/9/17. Bank holidays and weekends only from Sat 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.
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.

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 25)

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), 22 (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></p> <p>Telephone 02844 610800</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	marina_wilson@mli.org.uk	01202 663550
Peter Dawes	Lifesaving Services Manager	01202 663531	peter_dawes@mli.org.uk	01202 663550
Leesa Harwood	Community Lifesaving Director	01202 663086	leesa_harwood@rnli.org.uk	01202 663550

Beach Operator Authorised Representatives

Address – 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 unless indicated otherwise.

Name	Title	Tel. No.	Email	Fax
Simon Boyle	Contract Manager	02844 828333	simon.boyle@nmandd.org	02844 828333
Lyndsey Moore	Legal Advisor	02844 610800	Lyndsey.moore@nmandd.org	02844 610801
Marie Ward	Director of Enterprise Regeneration and Tourism	02844 610800	Marie.ward@nmandd.org	

Section 6 - Season Plan – 2017

	Start	End
Early	Sat 29 April	Sun 18 June*
Main (Tyrella and Murlough)	Sat 24 June	Sun 3 Sept
Main (Cranfield)	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.

DRAFT

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

Types of fundraising and promotion which may be carried out	<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>	
Permitted Periods	<p>March, April and May, not including face-to-face fundraising which is permitted whenever our lifeguards are on duty</p>	<p>Weekends and bank holidays only, not including face-to-face fundraising which is permitted whenever our lifeguards are on duty</p>
	<p>June, not including face-to-face fundraising which is permitted whenever our lifeguards are on duty</p>	<p>Weekends only, not including face-to-face fundraising which is permitted whenever our lifeguards are on duty</p>
	<p>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</p>	<p>Weekends and Weekdays, not including face-to-face fundraising which is permitted whenever our lifeguards are on duty</p>
Permitted Locations	<p>Promenades, slip ways and entry points to the Patrolled Beaches</p>	
Permitted Fundraising Stands or Promotional Vehicles	Patrolled Beach	Maximum number of Fundraising Stands or Promotional Vehicles to be stationed at beach
	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
Permitted Hours	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.

Section 8 - Transferring Beach Operator Employees

C:\Users\andrew.patterson\Desktop\FRT March 2018\SLA Paper\Appendix 3 - RNLI Contract 2017 -2021 Final Draft 26.02.18 vf.doc

There are no Transferring Beach Operator Employees

DRAFT

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

C:\Users\andrew.patterson\Desktop\FRT March 2018\SLA Paper\Appendix 3 - RNLI Contract 2017 -2021 Final Draft 26.02.18 vf.doc

- 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.

DRAFT

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.	RNLI semi-temporary Shore Facility - 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	Leased Shore Facility - 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

<p>Tyrella</p>	<p>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.</p>	<p>RNLI temporary Shore Facility - RNLI is granted licence to erect, locate, use and occupy the Shore Facility at the relevant Licensed Area by the beach operator.</p>	<p>All purposes connected with provision of the Services</p>	<p>N/A</p>
<p>Tyrella</p>	<p>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.</p>	<p>RNLI temporary Shore Facility - RNLI is granted licence to locate, use and occupy the Shore Facility at the relevant Licensed Area in accordance with the Licence Terms</p>	<p>All purposes connected with provision of the Services</p>	<p>N/A</p>
<p>Murlough</p>	<p>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.</p>	<p>RNLI temporary Shore Facility - RNLI is granted licence to erect, locate, use and occupy the Shore Facility at the relevant Licensed Area by the beach operator.</p>	<p>All purposes connected with provision of the Services</p>	<p>N/A</p>

Section 11.2 - Additional provisions relating to Shore Facilities

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

None.

DRAFT

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:-
- 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

C:\Users\andrew.patterson\Desktop\FRT March 2018\SLA Paper\Appendix 3 - RNLI Contract 2017 -2021 Final Draft 26.02.18 vf.doc

- 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 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 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

- 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 Shore Facilities and RNLI Temporary Shore Facilities on termination of this Agreement in accordance with clause 22.
- 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

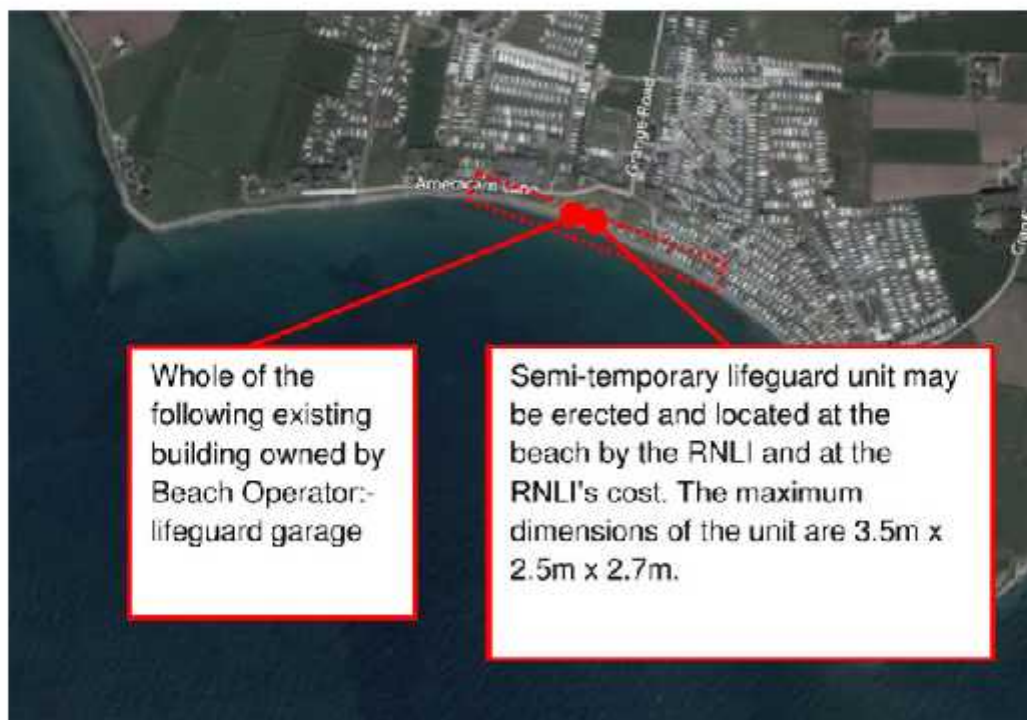
Section 11.4 – Lease Terms

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 tenantable 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 tenantable 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

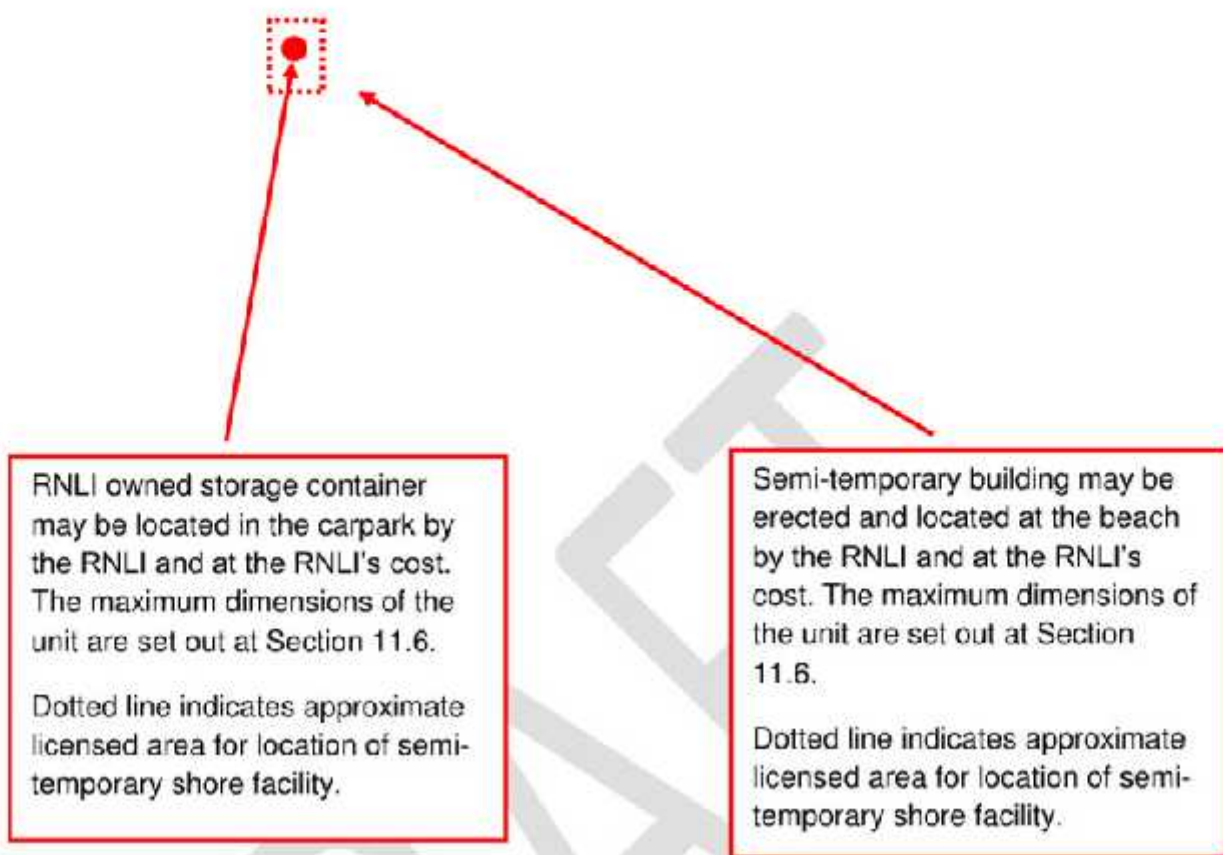


DRAFT

Tyrella

C:\Users\andrew.patterson\Desktop\ERT March 2018\SLA Paper\Appendix 3 - RNLI Contract 2017 -2021 Final Draft 26 02 18 vf.doc





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.

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

DRAFT

Section 11.7 – Works Specifications

N/A

DRAFT

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:

DRAFT

Appendix 4

123

Dated this 1 Day of April 2018

Service Level Agreement 2018

NEWRY, MOURNE & DOWN DISTRICT COUNCIL

and

National Trust

Murlough Nature Reserve

SERVICE LEVEL AGREEMENT 2018-2019

Litter clearance of the beach during the operational period of the Blue Flag Award Scheme.

Newry Mourne and Down District Council

Downshire Civic Centre

Downshire Estate

Ardglass Road

Downpatrick

BT30 6GQ

This **SERVICE LEVEL AGREEMENT** is made the 1 day of April 2018 between **NEWRY, MOURNE & DOWN DISTRICT COUNCIL** of Downshire Estate, Ardglass Road, Downpatrick, BT30 6GQ and the National Trust (Murlough Nature Reserve).

(1) Definitions

(a) 'the Agreement' means this Service Level Agreement and Appendices 1 hereto;

(b) 'the Council' means Newry, Mourne & Down District Council, party hereto.

(c) 'Financial Year' means 1st April 2017 to 31st March 2018.

(d) 'the Payment' means a **maximum** sum of £9K to be paid / applied by the Council to the National Trust in the Financial Year in accordance with this Agreement in return for the National Trust providing the services and meeting the targets set out at Appendix 1 of this Agreement.

(e) 'X' means X and X means X, parties hereto.

(2) Background/Proposal

This agreement made the 1 April 2017 between Newry Mourne and Down District Council of Downshire Estate, Ardglass Road, Downpatrick, BT30 6GQ and the National Trust (Murlough Nature Reserve)

Whereas the National Trust will manage the litter removal of the beach during the operational period of the Blue Flag award scheme 25 June – 11 September plus an additional 10 days outside this period to deal with visitor numbers/ litter during warm spells.

Purpose

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

(3) Scope and Duration of the Agreement:

- i. The Agreement takes effect from 1 April 2018 and shall terminate on 31 March 2019 unless there is a requirement by NM&DDC to extend the service and with mutual consent with the National Trust.
- 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 National Trust.

(4) Service to be provided by National Trust

- i. National Trust 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 National Trust on production of an agreed invoice quoting purchase order number 110581
- ii. In expending the Payment made to it by the Council the National Trust should demonstrate value for money and ensure all necessary legal and other requirements are complied with.

- iii. Failure by the National Trust 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:

The National Trust must comply with the inspection reports from Keep Northern Ireland Beautiful on the Blue Flag criteria regarding litter.

(7) General Conditions:

- i. National Trust will provide the Council with information relating to the Agreement upon reasonable request by the Council.
- ii. National Trust must establish and maintain effective and robust financial control systems in relation to the implementation of the National Trust Programme and maintain proper and effective accounting records which identify individual financial transactions relating to it. A copy of the audited accounts must be supplied to the Council for the period National Trust. The Council may, if necessary, also request additional financial information from the. The provision of this information will be agreed with the National Trust.
- iii. The National Trust 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 National Trust to meet the targets set out in Appendix 1 hereto.
- iv. The National Trust 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 National Trust 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.

- vi. The National Trust 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 National Trust 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 National Trust are the sole liability and responsibility of the National Trust and the Council accept no liability or responsibility whatsoever in relation to the employees of the National Trust...

(8)

8.1 The National Trust shall give immediate written notice to the Council in the event that it should become aware of:-

- i. any threat to the National Trust financial viability, whether by the withdrawal or threatened withdrawal of other contributory funding, or otherwise; or
- ii. any substantial deterioration in the 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 National Trust (such consent not to be unreasonably withheld or delayed), shall have the right to:-

- a. discuss all aspects of the National Trust activities with its representatives and office-bearers;
- b. assess the National Trust impact on local economic development;

8.3 The Council shall have the right to attend the Annual General Meeting of the National Trust.

(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 National Trust 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 National Trust has for whatever reason been substantially jeopardised as to its future continuance;
 - b. that the National Trust has ceased to comply with the criteria for eligibility;

- c. that the financial viability of the National Trust is no longer tenable for whatever reason;
 - d. that any of the information contained in the National Trust request for the Payment transpires to have been materially incomplete, incorrect or misleading;
 - e. that the National Trust 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 National Trust, 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 National Trust 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 National Trust 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 National Trust obligations contained in this Agreement.

(12) Publicity/ Freedom of Information Act

The Council reserves the right to publicly announce its funding of the National Trust and the extent of its commitment thereto, but otherwise all information passing between the Council and the National Trust 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 National Trust for any loss or damage sustained by the National Trust as a result of the Agreement.

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

CHAIRPERSON

CLERK & CHIEF EXECUTIVE

Signed on behalf of National Trust:
(two signatories and a witness)

X

Witness

DRAFT

APPENDIX 1

Outputs, Methodology, Payment Arrangements and Client Requirements:

The Payment is made on the basis that the National Trust Programme shall provide the services and meet the targets detailed below to the satisfaction of the Council:

Outputs

The key requirements of the contract are as follows:

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.
-
- Litter pick the beach on 10 additional days to maintain a safe environment outside of the Blue flag period.
- Litter picking on the additional 10 days must be completed by 10am to Blue Flag standard.
- The National Trust will invoice the council Nov/Dec 2017

Methodology

Hand litter pick the beach

Payment arrangements

The Council shall make the Payment directly to the National Trust on production of an agreed invoice quoting purchase order number 110581 before March 2018.

£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.

Client Requirements

National Trust 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

National Trust 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.

DRAFT

Appendix 5

Dated this _____ day of _____ 2018

NEWRY, MOURNE AND DOWN DISTRICT COUNCIL

and

SAINT PATRICK VISITOR CENTRE

SERVICE LEVEL AGREEMENT 2018-2019

Saint Patrick Visitor Centre

Art. 30 + 32 Tourism NI order 1992

This **SERVICE LEVEL AGREEMENT** is made the _____ day of _____ 2018 between **NEWRY, MOURNE AND DOWN DISTRICT COUNCIL** of Downshire Civic Centre, Downshire Estate, Ardglass Road, Downpatrick, BT30 6GQ, 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 Down District Council, party hereto.
- (d) 'Financial Year' means 1st April 2018 to 31st March 2019.
- (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 Down District under the Tourism (NI) Order 1992. The Council recognizes that the tourism sector presents Down 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 3rd 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 2018/19 in the sum of £110,000 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 1st April 2018 and shall terminate on 31st 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 2018/2019 (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. In addition to the above, the Council will provide "in kind" building and grounds maintenance support to a level not exceeding the value of £5,000 for the financial year 2018/19.
- iv. 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 Recreation & Community Services. 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 Officer. 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 Culture & Economic Development 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 1st April 2017 -31st March 2018 by 31st December 2018. 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.

DRAFT

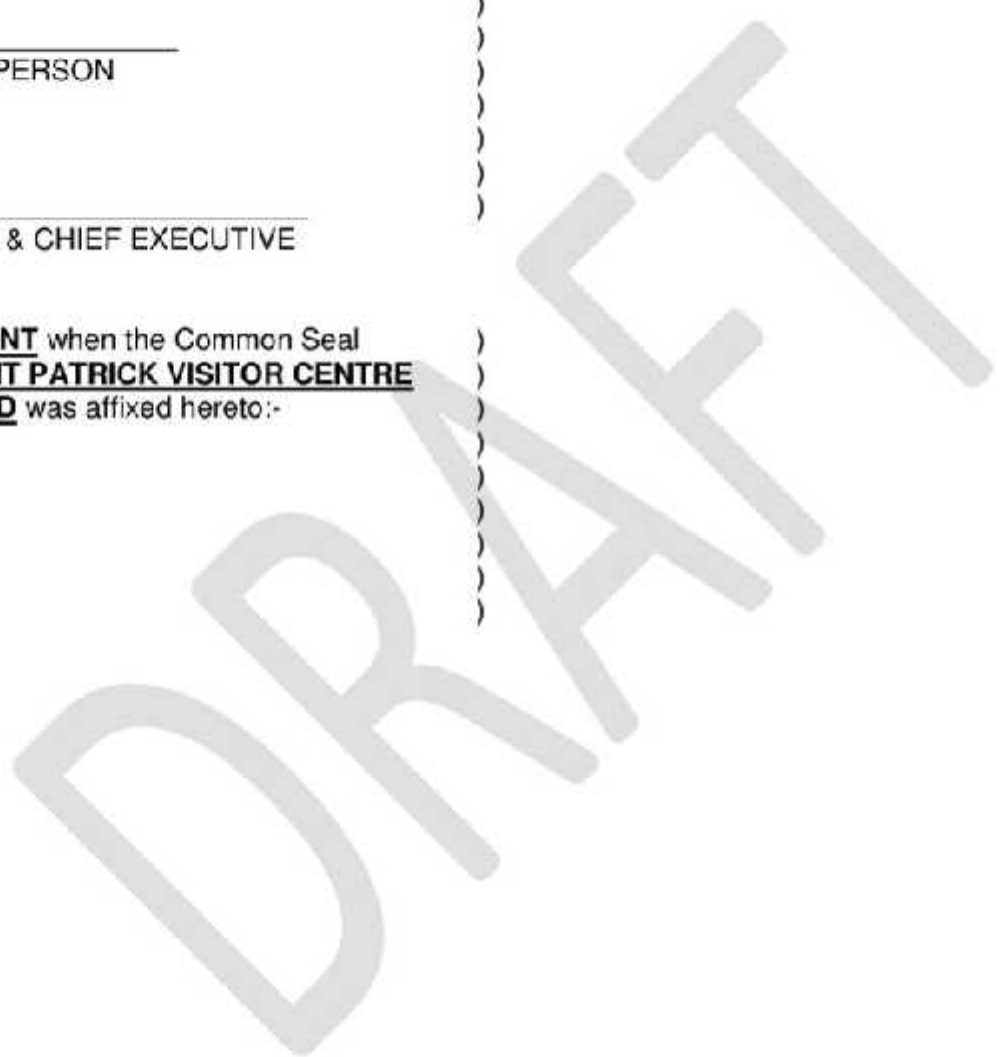
IN WITNESS hereof Down District Council has affixed its Official Seal and Saint Patrick Visitor Centre Limited has affixed its Common Seal the day and year first herein **WRITTEN**

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

CHAIRPERSON

CLERK & CHIEF EXECUTIVE

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



APPENDIX 1

141

SERVICES, OBJECTIVES AND TARGETS: APRIL 2018 – MARCH 2019

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 1st April 2018 – 31st March 2019 by 2.5% based on the actual number of paying visitors to the Centre in the period 1st April 2017 – 31st March 2018.
3. The Centre shall attain a quality star rating from Tourism NI's *Visitor Experience Quality Grading Scheme* in the period 1st April 2017 - 31st March 2018. (4 Star attained Feb 2018)

Appendix 6

142

Dated this _____ day of _____ 2018

NEWRY, MOURNE AND DOWN DISTRICT COUNCIL

and

THE DOWNPATRICK AND COUNTY DOWN RAILWAY SOCIETY LIMITED

**SERVICE LEVEL AGREEMENT 2018-
2019**

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 RAILWAY 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 1st April 2018 to 31st March 2019.
- (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 2018/19 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 1st April 2018 and shall terminate on 31st March 2019.
- 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 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 2018/2019 (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 2018 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 2018 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 1st April 2017 -31st March 2018 by 31st December 2018. 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.

(14) Limitation on Liability

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

IN WITNESS hereof Newry, Mourne and Down District Council has affixed its Common Seal and The Downpatrick and County Down Railway Society Limited has affixed its Common Seal the day and year first herein **WRITTEN**

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

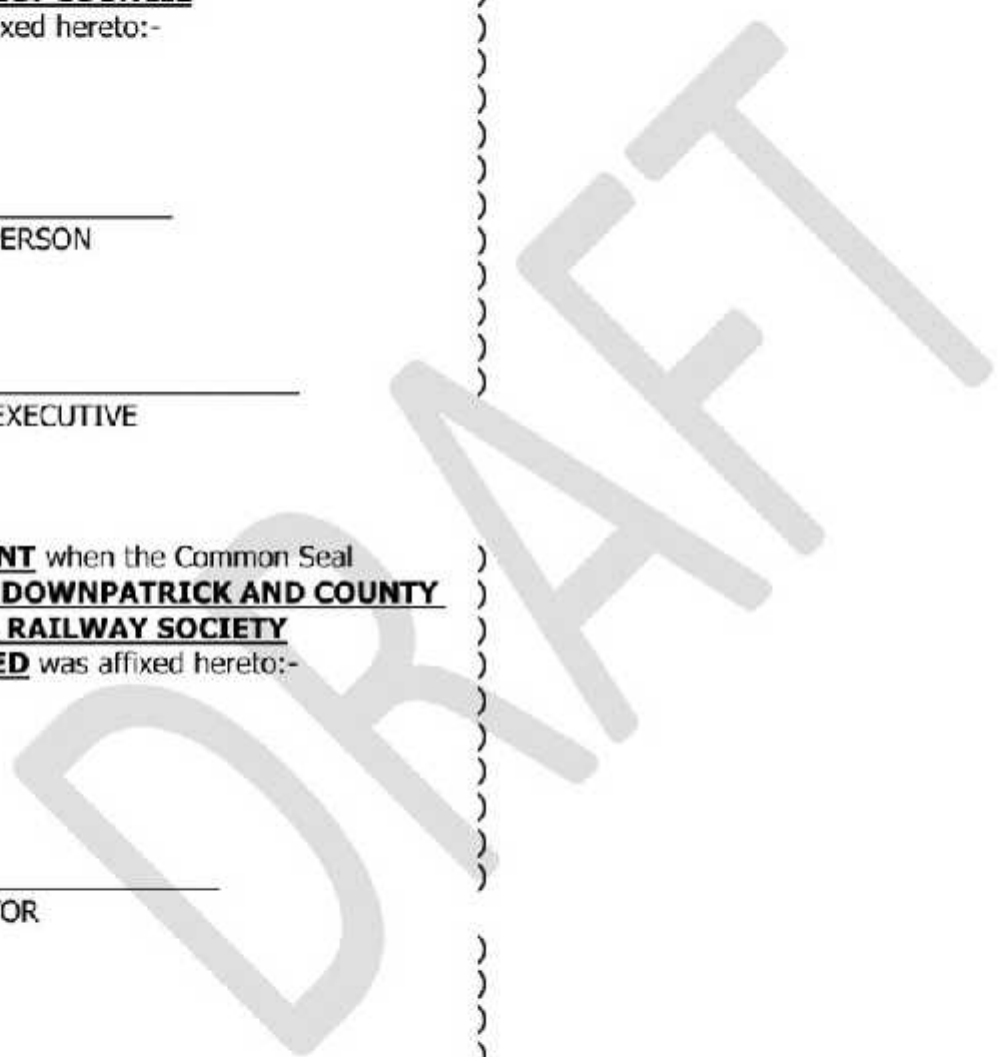
CHAIRPERSON

CHIEF EXECUTIVE

PRESENT when the Common Seal of **THE DOWNPATRICK AND COUNTY DOWN RAILWAY SOCIETY LIMITED** was affixed hereto:-

DIRECTOR

DIRECTOR



APPENDIX 1**SERVICES, OBJECTIVES AND TARGETS: APRIL 2018 – MARCH 2019**

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, St Patrick's Landing re-enactment, Easter Sunday and Monday, May Day Bank Holidays, August Bank Holidays, Down Time festival, 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 for a minimum of 4 hours on the days set out above where train service is provided.

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 it's attractions and exhibitions
- Maintenance of all rolling stock and track and those lands upon and over which the track runs.

Appendix 7

Service Level Agreement - Kilkeel Development Association

Object of Agreement

In consideration of the Council paying to the Kilkeel Development Association the amount of £20,000, Kilkeel Development Association agree to provide a Networked Tourism Information Centre within the aims, policies and standards set out by Tourism NI. Kilkeel Development Association will also assist with other projects including Coastal Flavour and Visitor Experience Development.

Aims of the Service

Kilkeel Development Association will provide a Tourism Information Centre, which will include:

- Visitor Information and servicing of the visitor as required
- Accommodation bookings
- Provision of sales including maps, guides and souvenirs and other retail items

Kilkeel Development Association will encourage businesses and assist in the implementation of the Coastal Flavours project. A separate budget of £10,000 is available to assist with event implementation and a co-operative marketing campaign

Kilkeel Development Association will assist with the implementation of the NMD Visitor Experience Plan, which will include facilitating a cluster of business in the Kilkeel and wider area as required.

Location and detail of Service

Kilkeel Development Association shall provide a tourism information service at the Nautilus Centre, Rooney Road, Kilkeel during the following hours:

Halloween – Easter

Monday – Friday 9am – 1pm, 1.30pm – 5pm

Easter to Halloween

Monday – Saturday 9am – 1pm, 1.30pm – 5pm

The Visitor Information Centre must remain part of Tourism Northern Ireland network

Recommendation

That the committee approve the SLA with a budget of £20,000 and a Coastal Flavour Co-operative Marketing Campaign valued at £10,000.

DRAFT

Report to:	ERT Meeting
Date of Meeting:	12 March 2018
Subject:	Implementation of Outdoor Recreation Action Plans within Newry, Mourne and Down District Council
Reporting Officer (Including Job Title):	Marie Ward, Director of Enterprise, Regeneration and Tourism
Contact Officer (Including Job Title):	Therese Hamill, Ring of Gullion AONB Officer

Decisions required:	
To agree the contents of the South Armagh Outdoor Recreation Action Plan.	
1.0	Purpose and Background:
1.1	<p>The Outdoor Recreation Action Plan for South Armagh provides a framework for the sustainable development, management and promotion of future outdoor recreation facilities and opportunities within the Ring of Gullion AONB and South Armagh region, accommodating both the needs of the local community and those visiting the area. It outlines the current position of outdoor recreation in the area and identifies the future opportunities for outdoor recreation in the Ring of Gullion and South Armagh. There is also a 10-year Action Plan with suggested delivery partners.</p> <p>This study was commissioned to assist the Council to deliver actions within the 'Outdoor Recreation Action Plan for Northern Ireland – Our Great Outdoors' (2014) i.e. Action 2C 'Ensure that full account is taken of outdoor recreation in any Management Plan for each AONB' – in this case the Ring of Gullion AONB Action Plan 2017 -2020 Action 3A 'Audit current hubs for outdoor recreation and identify geographical gaps and mechanisms to develop access and opportunities'.</p>
2.0	Key issues:
2.1	<p>Key issues include:-</p> <ul style="list-style-type: none"> • Lack of resources to deliver Outdoor Recreation in a strategic manner and produce supporting documentation. • Poor connectivity between communities and green space. • Majority of outdoor recreation opportunities require a car journey to access. • High volume of litter and fly tipping. • Parochial nature of community groups. • Lack of partnership approach. • Private land owners concerns over liability restricting access / development on private land. • Potential for increased apathy due to slow delivery of outdoor

recreation development.

- Continued silo product development overtaking a strategic approach.
- Poor dissemination of information about current activities.
- No central resource (e.g. website) containing information on outdoor recreation opportunities for local community.
- The need for co-ordination across the Council Departments and the 3 AONBs to deliver Outdoor Recreation.

Themes.

Management Structures

- Embryonic South Armagh Outdoor Recreation Forum
- Embryonic South Armagh, Newry and Down Sports Association (SANDSA).
- Mentoring of developing new Outdoor Recreation Businesses.

Tourism

- Increased market awareness provided by Killeavy Castle development
- Potential to combine arts, culture and heritage with innovative short activity breaks
- Potential to build on partnerships with both Monaghan and Louth County Councils

• Activity Hubs Development

- o Camlough Lake
- o Camlough Mountain / Forest
- o Lough Ross
- o Slieve Gullion Forest Park

Community Trails

Whilst the area already has a number of informal walking trails around villages and along river corridors, there is an overwhelming demand for a formal network of Community Trails to be developed across the area.

Community Hub Development

It is important that outdoor recreation opportunities are provided within rural communities to allow them to connect to local high quality green space. The primary focus for these hubs will be community walking, cycling or multi-use trails, natural adventure play or other innovative opportunities such as wildflower planting. The community hubs may connect with community trails. Examples for development include Kiltybane, Derrymore House and Forkhill.

Specific Product Development

Specific product development for example in walking, orienteering, climbing and angling.

Marketing & Promotion

- Events Mentoring Programme
- Dedicated website to promote outdoor recreation provision for local

	<p>community.</p> <p>Addressing Issues and Barriers.</p> <ul style="list-style-type: none"> • Lobby for Access Legislation Change. • Pilot Private Landowner Engagement Programme. • Innovative Anti-Fly tipping Campaign. • Youth Engagement Programme.
3.0	Recommendations:
3.1	To agree the contents of the South Armagh Outdoor Recreation Action Plan.
4.0	Resource implications
4.1	<p>Officers from each of the AONBs and relevant Council staff e.g. PROW Officers, AHC rep, Maintenance rep to meet 2-3 times per year to review the Outdoor Recreation Action Plans to explore options for joint projects and economies of scale etc.</p> <p>NMDDC through the Ring of Gullion Partnership to convene Outdoor Recreation Forum for the area twice a year to identify local issues, potential solutions and actions. The involvement of the Strategic Outdoor Recreation Group is important alongside activity providers, education staff, outdoor sports clubs and outdoor recreation enthusiasts.</p> <p>It is envisaged that a large element of the Forum will be comprised of local clubs / associations and community groups, therefore it is important there is a close relationship with the South Armagh, Newry and Down Sports Association (SANDSA) to avail of support, funding and training opportunities. However, consultation has also identified a growing cohort of entrepreneurial embryonic small businesses offering outdoor recreation related opportunities, so would have a wider membership than SANDSA.</p> <p>All of the outcomes cannot be achieved under existing funding. Therefore members of the Outdoor Recreation Forum will be supported and encourage to seek funding from a range of sources to develop and deliver projects and to work in partnership with council departments where appropriate and with other organisations and communities.</p>
5.0	Equality and good relations implications:
5.1	None
6.0	Appendices: South Armagh Outdoor Recreation Action Plan

Report to:	Enterprise Regeneration and Tourism Committee
Subject:	NI Business Start Up Programme: Update
Date:	12 th March 2018
Reporting Officer:	Jonathan McGilly, Assistant Director: Enterprise, Employment and Regeneration
Contact Officer:	Amanda Smyth Enterprise Development Officer

Decisions Required

To note the contents of the report.

- 1.0 Purpose and Background**
- As agreed previously, Newry, Mourne and Down District Council are participating within the 11 Council collaborative programme for delivery of Business Start activity across NI. This is a 3.5 year programme that represents an investment of £6.173 million across the 11 Council region up until 31st March 2021.
- A Letter of Offer (issued in February 2017) to support delivery of the programme has been secured through the ERDF Investment for Growth & Jobs Programme (2014-2020)
- All 11 Councils have signed a Legal Agreement which sets out the management of the 3.5 year programme. As lead partner on behalf of the 11 Council's, Lisburn and Castlereagh City Council have in place the following structure for delivery:
- Central Services Delivery Unit based in LCCC - 3 FT Employees
 - A procured Delivery Agent: Enterprise NI, which provides 30 Delivery points, 67 Business Advisors, and 11 Enquiry Handlers
 - A procured Marketing and Communication Agent: ASG
 - A procured Enquiry Handling Agent: Teleperformance
 - MIS Developed & owned by Councils - logs all enquiries, lead in assessments, workshops, Business Plans
- The Programme Delivery Commenced 4th September 2017 with the below Regional targets for the programme life time:
- Quality Business Plans - 9,729
 - Business Start Ups - 6,616
 - New Jobs - 5,981
- Newry, Mourne and Down District Council are represented on the Management structure for the overall programme.
- 2.0 Key Issues**
- Delivery under the NI Business Start Programme programme generates the job creation as outlined within Councils Performance Improvement Plan, under the terms and conditions agreed by Department for Economy.

<u>Update on Performance (Up to end of January 2018)</u>			
2017/2018	Target	Actual (Up to Jan 18)	% achieved against target
Total Business Plans Approved	245	206	84%
Business Starts (EDP Rate)	167	140	84%
DFE jobs promoted target	155	144	93%
3.0	Recommendations To note above update on delivery and performance of Business Startup activity		
4.0	Resource Implications Budget for the NI Business Start Up programme is in place through the 'transfer of functions' budget. Cost are summarised below: Programme timeframe: 3.5 years Total NI Programme Cost: £6,173,904 100% Cost to NMD for 3.5 year programme: £634,643 Grant to NMD against above cost: £379,981 Balance cost to NMD: £254,662 Cost to NMD over 3.5 year programme is as set out below <ul style="list-style-type: none"> • Year 1: £81,132 • Year 2: £69,689 • Year 3: £67,333 • Year 4: £36,507 		
5.0	Equality and Good Relations implications The programme will comply with all equality and good relations policies		
6.0	Appendices N/A		

Title of Working Group/Forum: Warrenpoint Park Restoration Task and Finish Steering Committee**Date/time/venue: Tuesday 27th Feb 2018 at 10am in Warrenpoint Townhall Boardroom****CLirs present: CLlr M Carr, CLlr O McMahon, CLlr D McAteer / Other Attending: Mr J Boylan, Ms O Fitzpatrick, Ms R Donnelly, Mr B Reilly****Chaired by: CLlr M Carr Officers present: Mr J McGilly, Mr S Crosse, Mr I Sands, Ms S Keenan****Apologies for non-attendance: CLlr M Ruane, CLlr J Tinnelly, CLlr G Fitzpatrick, Mr K Abraham, Mr K McCann, Mr T McCann, Mr P Braham, Ms A McGill, Mr K Scullion**

Agenda Item Number	Subject	Agreed way forward (if matter requires Committee/Council approval, a separate Report should be compiled and submitted to Committee)	Lead Officer	Actions taken/Progress to date	Remove from Action Sheet Y/N
1	Update on Progress with Main Contract works in Park Project	Main Contract now well underway in the Park, with associated Play Area and Tennis Court works now also awarded.	S Crosse	Council Officers continuing to work with Consultant and Contractors to ensure completion of the works in Summer 2018	N
2	Going to quotation for Heritage Interpretation in the Park	Note that now proceeding to Quotation for the Design and Fit-out of Heritage Interpretation in the Pavilion and throughout the Park	S Crosse	Council Officers working with Consultants to try and appoint Heritage Interpretation Design and Fit-Out Supplier if within 25k Budget.	N
3	Future Events in the Park	It was noted that once the new Project Officer is in place, work needs to happen on agreeing what events can take place in the park.	S Crosse	On Appointment of new Park Project Officer, set up meeting with all relevant internal and external sections/agents to discuss future events planned for the park.	N
4	Site Visit by the T&F Steering Committee	It was asked that the next meeting of the Committee in early April 2018, could incorporate a site visit.	S Crosse	Council Officers to liaise with the Contractor to see if a site visit for the committee could be organised in early April 2018	N

Agenda Item:	Financial Assistance Programme: Tourism Events Fund
Report to:	Economic Regeneration and Tourism Committee
Subject:	Financial Assistance Programme: Tourism Events Fund
Date:	12 March 2018
Reporting Officer:	Andy Patterson, Assistant Director Tourism, Culture and Events
Contact Officers:	Andy Patterson, Assistant Director Tourism, Culture and Events

Decisions Required	
Paper for noting.	
1.0	Purpose and Background The evaluation of applications to the financial assistance programme for tourism events has been concluded. A high level analysis of the evaluation is included in appendix 1.
2.0	Key Issue 14 applications were received following the open funding call. The amount requested by successful applicants was £117,492 and the total amount offered will be £79,492.
3.0	Recommendations Paper for noting.
4.0	Resource Implications Required budgets have been profiled within the 2018/2019 departmental requirements.
5.0	Appendices 1. Tourism Events Financial Assistance Report 2018/19

Tourism and Events Financial Assistance 2018/19
Newry, Mourne and Down District Council

Applications received 14

8 Applications recommended for funding

57% of applications awarded

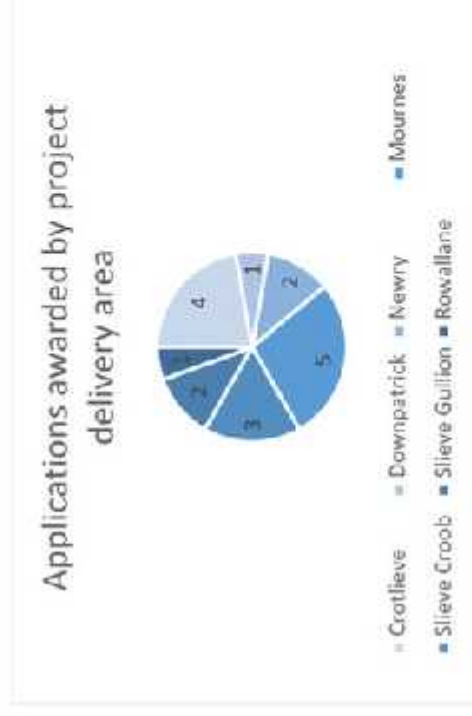
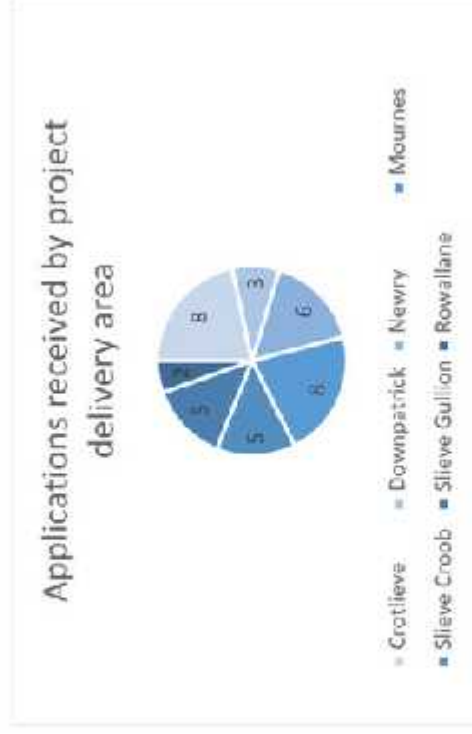
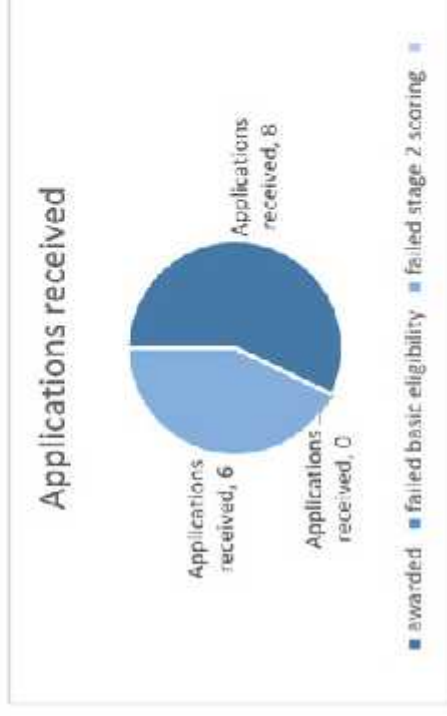
Amount requested from successful applicants **£117,492.50**

Total amount awarded **£79,492.00**

Of the 14 applications:

0 failed basic eligibility = 0%

6 Failed stage 2 scoring = 43%



Breakdown of Applications per stage and final amount recommended for award.

Stage 1 = 0 Fail

Group	Passed basic eligibility

Stage 2 = 6 fail

Group	Passed basic eligibility	Stage 2
TE-1-2018	yes	No
TE-5-2018	yes	No
TE-7-2018	yes	No
TE-10-2018	yes	No
TE-11-2018	yes	No
TE-12-2018	yes	No

Stage 1 & 2 = 8 Passed & 8 Recommended for Awarded

Group	Passed basic eligibility	Stage 2	Recommended Amount Awarded
TE-2-2018	yes	yes	£8,000.00
TE-3-2018	yes	yes	£10,000.00
TE-4-2018	yes	yes	£10,092.00
TE-6-2018	yes	yes	£15,000.00
TE-8-2018	yes	yes	£10,000.00
TE-9-2018	yes	yes	£9,500.00
TE-13-2018	yes	yes	£1,900.00
TE-14-2018	yes	yes	£15,000.00
Total Awarded			£79,492.00

END

Newry, Mourne and Down District Council

The Council's Scheme of Delegation for Officers is made in accordance with Section 7 (arrangements for discharge of functions of Council) of the Local Government (NI) Act 2014.

Arrangements for Monitoring and Review

Each Department is required to appoint an officer with responsibility for maintaining a register of delegated decisions. Reports on the register shall be brought to relevant Committees on a bi-annual basis.

A corporate register of delegated decisions shall be maintained by the Head of Democratic Services which can be requested to be produced by any Committee of Council at any time. The Head of Democratic Services is the responsible officer for ensuring this register remains current and accurate at all times.

Scheme of Delegated Decisions for Reporting

The following delegated decisions or authorisations are to be reported monthly (unless otherwise specified) to the relevant Committee by the officer responsible for making or granting.

1. Engaging consultancy assistance below the delegated level of £2,000;
2. Decision to commence formal restructuring within a Department or Departments;
3. Consultation responses other than technical responses where officers asked for Member views;
4. Decisions arising from external report on significant Health and Safety at Work;
5. In cases of emergency, the allocation or awarding of Financial assistance (small grants) to external groups or organisations below the delegated level of £300; and
6. Other decisions such as those with political, media or industrial relations implications that Directors consider Members should be aware of.

Attached is a reporting form for each of the categories of delegated decisions/authorisations which should be completed by Departmental Officers and reported to relevant committees.

Other decisions or authorisations delegated to each Department under the Scheme of Delegation, should be reported by way of a bi-annual report to the relevant Committee of Council, (refer to the Council's Scheme of Delegation for complete list of delegated matters).

A copy should also be forwarded to Eileen McParland, Democratic Services Manager – eileen.mcparland@newryandmourne.gov.uk

Category 3.

Consultation responses other than technical responses where officers asked for Member views

List Consultation title and attach response

Category 4

Decisions arising from external report on significant Health and Safety at Work issues

Details of report issued by Health and Safety Executive	Decision taken as result of report received

Category 5

In cases of emergency, the allocation or awarding of financial assistance (small grants) to external groups or organisations below the designated level of £300

Name of group/organisations	Amount awarded	Reason for award

Category 6

Any other decisions such as those with political, media or industrial relations implications that Directors consider Members should be aware of.

Info on event	Date of agreement/approval	Contact name	Decision made by Director	Costs/requirements
Extension to St Patricks Day and Easter operating dates		Elmer Bell		
Various dates April to Oct 2017 on Newry Canal- Angling	24/3/17	Geoff Quinn Newry Canal Match Group	Approved	
13/4/17 Hill & Dale Running Event Castlewellan Trails	Event Licence 23/3/17	Newcastle Athletics Club	Approved	Insurance Event fee £30 Event Bond £30
18/4/17 charity fundraising cycle on Newry Towpath	9/3/17	Michelle McCann Administration Officer Head Injury Support	Approved	Insurance No fee
18 & 19/4/17 filming actors riding horses on beach	12/4/17	Woman in White Productions	Approved	
23rd April 2017 – charity walk for Southern Area Hospice	14/3/17	Southern Area Hospice	Approved	
23/4/17 Girl Guide Event in Kilbroney Park – scavenger	12/4/17	Girl Guides	Approved	Insurance, risk assessments, health & safety, plan of area

hunt & team building				to be used etc requested
27/4/17 Newcastle Athletics Club race in Kilbroney Pk	12/4/17	Newcastle Athletics Club	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
6 th May 2017 Darkness into Light 5km walk – starting at 4.30am	12/4/17	Catherine Croston	Approved	KP Staff arrangement to come in early. Insurance, risk assessments, health & safety, plan of area to be used etc requested
7/5/17 charity fundraising walk on Newry Towpath	14/3/17	Emma McKeivitt Fight for Alfie	Approved	Insurance No fee
Other info (date of event etc)	Date of agreement	Contact name	Decision made by Director	Costs/requirements
30/5, 1/6 & 5/6 2017 filming in Kilbroney Park	27/4/17	Ryan Loney Little Forest Studios 21A High Street Lurgan BT66 8AH 07834 226 917 028 3832 3793	Approved	
Use of Castlewella Mountain Bike Trails for the Ulster XC Series Round 4 Mountain Bike Race on 14 May 2017.	5/5/17	Shimna Wheelers Cycling Club c/o Michael Clarke, 11a Dundrinne Road, Castlewella, Co Down, BT31 9LY	Approved	
Use of Tyrella Beach on 13 & 14 May 2017 for charity walk along beach and camp in car park	9/5/17	Paul McKinsty Journey Free	Approved	Insurance, risk assessments, health & safety plan, plan of area to be used etc requested
21/5/17 - 10k & 5k on the bay – Warrenpoint breakwater	19/5/17	Anne McCormack St Peters GAA	Approved	Insurance, risk assessments, health & safety plan requested
24/5/17 School Walk Abbey Grammar Newry in Kilbroney Pk	12/4/17	Dominic Wadsworth	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested

25-29 May 2017 Warrenpoint Park Bluesberry – part of Blues on Bay Weekend	10/4/17	Ian Sands	Approved	
3 & 4 June 2017 Crooked Lake Triathlon, Camlough	1/6/17	Catherine Murphy	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
10/6/17 Mourne Way Marathon in Kilbroney Park	12/4/17		Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
12/6/17 Action MS Sponsored Walk in Kilbroney Park	12/4/17	Action MS	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
Other info (date of event etc)	Date of agreement	Contact name	Decision made by Director	Costs/requirements
17/6/17 Kilbroney Vintage Car Show in Kilbroney Park	12/4/17	Kilbroney Show	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
IRISH JUNIOR TRIALS – Fishing - CANAL & Albert Basin Sat June 24/Sun 25th	23/5/17	Oliver McGauley	Approved	Insurance, risk assessments, health & safety plan, plan of area to be used etc requested
26 & 27 June Murlough Bay filming on beach from sand dunes	30/5/17	Gordon Wycherley Zephr Films	Approved	Insurance, risk assessments, plan of area to be used etc requested
8/7/17 Top of the Mourne Triathlon in Kilbroney Pk	12/4/17		Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
22 & 23/7/17 Irish National Champs M Bike Event in Kilbroney Pk	12/4/17		Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
23/7/17 Womens Mini Marathon in Kilbroney Pk	12/4/17		Approved	Insurance, risk assessments, health & safety, plan of area to be used etc

As part of Fiddlers Green Festival - forest school for children and foraging classes for adults in Kilbroney forest from the 24th-25th July 2017		Lucy O'Hagan forest school practitioner, bushcraft instructor and forager 07928108932	Approved	requested
29/7/17 12-2pm Kilbroney Park Bear Hunt on Narnia Trail, table top activities, picnic & bouncy castle	26/5/17	Kate Cahill Sure Start	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
Other info (date of event etc)	Date of agreement	Contact name	Decision made by Director	Costs/requirements
Mourne Truck Run Albert Basin from 4-6 August	15/5/17	Stephen O'Hare	Approved	
6-13 Aug 17 Maiden of Mourne Festival Warrenpoint Square	12/4/17	Maiden of Mourne Festival	Approved	6/8 open fair day – stage, dance floor & seating area in Square. Small cabin to be located in square for duration of festival. 8/8 Ulster radio rdshow, 10/9 Cancer Bus.
11/8 & 12/8 & 13/8 Camlough Lake Water Festival	2/6/17	CLWF festival	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
LA until end of Sept then extended to end Oct 2017	31/5/17	Café in Kilbroney lease	Approved	
10/9/17 South Armagh Warrior & Lord & Lady swim Camlough Lake	2/6/17	C Murphy Newry Triathlon Club	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
23/9/17 SMILE Mile at Camlough Lake	2/6/17	C Murphy Newry Triathlon Club	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
20 th – 22 nd Oct &	07.09.17	Graeme @ Grounded	Approved	Insurance, risk assessments, health

27 th – 29 th Oct Newry Oktoberfest Use of Albert Basin				& safety, plan of area to be used etc requested. Subject to 50% Fee in advance.
Fri 11 th – Su 13 th Aug 13 th Irish International Currach Championships	20.07.17	Tom McCann	Approved	Insured under Maiden of Mourne's Festival Insurance
Greater Newry Business Awards – Sponsorship	30.06.17	Newry Chamber	Approved	£5k sponsorship
Family Fun Day at Flagstaff Viewpoint Sun 30 th July 1pm – 6pm	26.07.17	Newry Maritime Association	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc.
Curraghs to enter water at Victoria Locks and move around on Sun 30 th July 1pm – 6pm	26.07.17	Newry Maritime Association	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc.
Foraging Walk for adults in Kilbroney Park on 10 th August 2017 5pm – 8pm	07.08.17	Lucy O'Hagan	Approved	PL Insurance, Risk Assessment, Events Plan, Child Protection Policy.
BBC Filming Ardglass Harbour 6, 7 th Aug, 8 th Aug	03.08.17	Catriona Stewart, BBC	Approved	Flight Plan, Insurance, Risk Assessment, Permission from CAA
Maiden of the Mourne's request to use Warrenpoint Beach during festival 6-13 th Aug 2017			Approved	
Cross Community Memorial Prayer service at Cranfield West Amenity Area 25 th Aug 2017, 7.30pm	25.08.17	James McAreavey	Approved	Insurance, Risk Assessments, Health & Safety, Plan of Area to be used etc.
St Patrick's Coastal Endurance Ride 2 nd September 2017 at Tyrella Beach	01.09.17	David Cunningham, St. Patrick's Coast Ride	Approved	Insurance, Risk Assessments, Health & Safety, Plan of Area to be used etc.
Angling Competition, Middlebank – coal yard area. 24/09, 22/10, 29/10, 12/11, 19/11, 03/12	01.09.17	Geoff Quinn	Approved	Insurance, Risk Assessments, Health & Safety, Plan of Area to be used etc.
BBC Filming at Fairy Glen, Rostrevor 1 st Sept 2017 – The Big Painting Challenge	22.08.17	Bernadette Kelly, Assistant Producer, The Big Painting Challenge, BBC	Approved	Insurance, Risk Assessments, Health & Safety, Plan of Area to be used etc.
Viking Event in Kilbroney Park,	25.08.17	Magnus Vikings	Approved	Insurance, Risk Assessments, Health

Rostrevor 16 Sept 2017				& Safety, Plan of Area to be used etc.
Junior National Team Trials, Middle Bank, Newry Canal, 16 Sept 2017	25.08.17	Jack Tisdall	Approved	Insurance, Risk Assessments, Health & Safety, Plan of Area to be used etc.
Charity Walk on Newry Canal Towpath on Sat 2 nd Sept	30.08.17	PIPS	Approved	Insurance, Risk Assessments, Health & Safety, Plan of Area to be used etc.
Albert Basin - Carparking for Quays Centre staff for Christmas period. Extension to 21 st Jan 2018 requested		Parker Green		
Albert Basin 2018 Dates: Move on site Monday 5 th March 2018, open to the public Friday 9 th March 2018, St Patricks day on a Saturday, proposing an extra day on the bank holiday Monday, finishing on Monday 19 th March. Vacating the site on Tuesday 20 th March 2018	26.10.17	Cullen's Funfair	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
Albert Basin 29 th June – 1 st July 2018	27.11.17	Duffy's Circus	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
Albert Basin – 25 th January (tbc)	27.11.17	Circus Vegas	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested
Albert Basin July 2018 (preferably a Sat, 2/3 day event tbc) daily family activities and night time gigs	21.11.17	Nicola McEvoy	Approved	Insurance, risk assessments, health & safety, plan of area to be used etc requested. Subject to fees. 50% payable in advance.
Use of Event Space Hill Street, Newry for promotion & gazebo,	27.11.17	Independent Marketing Company on behalf of Pure Gym	Approved	Subject to Events plan - details of start/finish times, what exactly will be taking place on

				site, emergency contact details etc Risk Assessment Insurance cover.
BBC Filming from Flagstaff Viewpoint	14.12.17	Dragonfly Film & Television	Approved	Subject to insurance, event plan and risk assessment .
Use of Bessbrook Pond on 20 th January 2018 for sailing of model boats.	19.01.18	Michael Kernaghan, Seahorse Boat Club	Approved	Subject to Risk Assessment, Event Plan, Insurance, Site Plan
Use of Bessbrook Pond on 28 th April 2018 for sailing of model boats	14.02.18	Michael Kernaghan, Seahorse Boat Club	Approved	Subject to Risk Assessment, Event Plan, Insurance, Site Plan
Use of promenade at Newcastle for open air services.	20.02.18	George Conn, The Faith Mission	Approved	Subject to

ACTIONS TRACKING UPDATE**ENTERPRISE REGENERATION AND TOURISM COMMITTEE**

ITEM	SUBJECT	DECISION	REFERRED TO	ACTION TAKEN	REMOVE FROM ACTION SHEET Y/N
ERT/177/2016	Policy & Procedures Access to the Countryside in Newry Mourne & Down District Council	<p>ERT - Monday 11 JANUARY 2016</p> <p>To note a policy document was currently being prepared on Access to the Countryside in the Newry, Mourne and Down District Council area, as outlined in Report dated 21 December 2015 from Ms C Murphy and Ms Heather Wilson, Countryside/Rights of Way Officer</p> <p>The policy document will be a framework for merging the differing policies within the legacy Councils and ensuring the Council's compliance with the implementation of the Access to the Countryside (NI) Order 1983.</p> <p>When the policy document is completed it will be brought to the Enterprise Regeneration & Tourism Committee for consideration in due course.</p>	Work ongoing to complete the policy including seeking legal advice	Final draft to go to Committee Jan/Feb 2018	N
ERT/176/2016	Sean Hollywood	ERT - MONDAY 14 NOVEMBER 2016 (a) The Council to not proceed on the	In progress		N

ERT/178/2016	Arts Centre Café Franchise	<p>basis as outlined in Point2.0 for the reasons as outlined in Point 3.0 in Report dated 14 November 2016 from Ms J Turley Facilities Administrator.</p> <p>(b) Council Officials to enter back into negotiations regarding the café franchise at Sean Hollywood Arts Centre</p>	In progress	N
ERT/006/2017	Caravan and Campsite Management International Ice Swimming Association Bid	<p>(a) To agree a joint process between Council and Forest Service to appoint external expertise to prepare the Business Rationale and Specification to seek competent providers for the management of Tollymore, Castlewellan and Kilbroney Park Caravan/ Camping provision with the option to consider some additional tourism recreational services which would enhance the tourism offering.</p> <p>(b) To revert to Council with the completed Business Rationale and Specification prior to progressing to seek Expression of Interest.</p> <p>(a) ERT - JANUARY 2017</p> <p>a) The Council to provide a letter of support to the Camlough Lake Water Festival (CLWF) to host the International Ice Swimming Association (ISA) World Championships 2019 in Newry Canal or Camlough lake. ERT and AHC Departments will work in</p>	M Boyle	Awaiting update from CLWF on plans to progress N

			partnership with CLWF Festival to facilitate this project.			
ERT/101/2017	Cranfield Beach		12 JUNE 2017 Councillor Quinn asked for Officials to look at replacing the turning bay with a roundabout as during warmer water cars park in the turning bay resulting in residents being unable to get into their homes.		On-going	N
ERT/118/2017	<ul style="list-style-type: none"> Lease - Tennis Pavilion - Rostrevor Tennis Club 		Hotel provision - Rostrevor It was agreed to agree to a proposed 20 year lease from 1 March 2017 of the pavilion building to Rostrevor Tennis Club at peppercorn rent, as per report dated 12 June 2017 from Ms B Magill, Administration Officer.	Ongoing	Tennis Club have not signed the Lease - consideration as to next steps and further paper will be brought back to Committee.	N
ERT/140/2017	Clanbrassil Barns and Tea Rooms Tollymore Forest Park		AUGUST 2017 (a) It was agreed the Council enter into a legal agreement with DAERA for a 20 year Lease for Clanbrassil Barns & Tea Rooms at Tollymore Forest Park, subject to valuation by DAERA and condition assessment by Council, as per Report dated 14 August 2017 from Ms M Boyle, Tourism Development Officer.		Ongoing	N
ERT/171/2017	GREENWAY DEVELOPMENT PROPOSALS		ERT MONDAY 9 OCTOBER 2017 (a) Council approval to work up project bids and detailed designs for the Department of Infrastructure's Capital Grants	Jonathan McGilly	Work will commence subject to necessary funds being secured	N

ERT/191/2017	CAMLOUGH LAKE – LAND RELATED MATTERS	<p>Programme for Greenways should the Programme become available.</p> <p>(b) Council explores how the work relating to the negotiation with landowners can be progressed</p> <p>Closed Session Item</p> <p>(a) To enter into negotiations with Richardson Estate to settle any outstanding mortgage they hold pertaining to Camlough Lake</p> <p>To complete detail design and submit planning associated with multi purpose building at Camlough Lake to assist in informing land acquisition requirements</p> <p>ERT MONDAY 13 NOVEMBER 2017</p>	Andy Patterson	Ongoing	in18/19 Budgets.	N
ERT/196/2017	CASTLEWELLAN FOREST PARK TASK & FINISH PROJECT BOARD	<p>To include budget in next financial year (subject to rates) in respect of additional work required and match funding to accompany application submission in 2018. £100,000 has been previously allocated in the current financial year</p> <p>Capital Budget. An uplift of £50,000 is now being sought.</p> <p>ERT MONDAY 11 DECEMBER 2017</p>	J McGilly	Ongoing		N
ERT/217/2017	AUDIT OF VACANT PROPERTIES	<p>(a) To approve the SLA with the 2 no. Enterprise Agencies to cover works agreed in advance up to a maximum cost of £20,000 per annum for 2017/18 and 2018/19.</p> <p>(b) To approve vacant property unit</p>	Jonathan McGilly	Work in progress		N

ERT/218/2017	ARDGLASS HARBOUR DEVELOPMENT	works be completed under this SLA at a cost of £10,000 within the current financial year. (c) To include any vacant land in Downpatrick and Newry	Jonathan McGilly	Work in progress	N
ERT/219/2017	ACCESS AUDIT STRANGFORD LOUGH AND LECALE	(a) To contribute £25k (25%) to Local Harbour Development Group to complete a business case for Harbour Development and wider regeneration projects. (b) That the Group contribute 10% overall costs. (c) That the Group secure remaining (65%) budget from external source i.e FLAG. (d) That a Newry, Mourne and Down District Council Officer support the Group in their work.	Jonathan McGilly	Work in progress	N
ERT/226/2017	DOWNPATRICK PSNI STATION	Closed Session Item Approve the recommendations as outlined in Section 3.0 of the Report dated 11 December 2017 from Marie	Marie Ward		

