



Comhairle Ceantair  
**Lár Uladh**  
**Mid Ulster**  
District Council

Mid Ulster District Council are leading the Village Renewal Scheme including the Local Action Group interim strategy under the Rural Development Programme 2014-2020.

From your Village Plan, the (XXX e.g. Upgrade of Village Playpark) has been identified as your priority project.

Following Consultation, the attached design concept had been developed.

### **Confirmation**

On behalf of \_\_\_\_\_ (Name of Village), \_\_\_\_\_  
(Community Name), agreed to design concept attached.

#### **Witnessed by Signature 1**

I \_\_\_\_\_ (please print name) accept the design concept attached and understand this is subject to funding and procurement processes.

Signature: - \_\_\_\_\_ Date: - \_\_\_\_\_

#### **Witnessed by Signature 2**

I \_\_\_\_\_ (please print name) accept the design concept attached and understand this is subject to funding and procurement processes.

Signature: - \_\_\_\_\_ Date: - \_\_\_\_\_

**Mid Ulster District Council Village Renewal Scheme**

**Project Agreement (“the Agreement”)**

THIS AGREEMENT is made the (INSERT DATE) of the (INSERT MONTH) 2017

**BETWEEN:**

- 1) Mid Ulster District Council c/o Magherafelt Offices, 50 Ballyronan Road, Magherafelt, BT45 6EN (“the Council”) of the one part; and
- 2) (INSERT NAME AND ADDRESS/REGISTERED OFFICE/COMPANY NO. ETC). (“The Project Partner”) of the other part.

**BACKGROUND**

- A. Mid Ulster District Council (MUDC) has secured funding from Mid Ulster Rural Development Partnership through the NI Rural Development Programme (2014 – 2020) managed by DEARA – Department for Agriculture, Environment and Rural Affairs to implement village renewal enhancement works at (INSERT LOCATION/ADDRESS ONCE AGREED)
- B. After community consultation, it has been agreed that MUDC will carry out the Project on behalf of (INSERT NAME OF PROJECT PARTNER) with responsibility for the day to day management and co-ordination of the Project being MUDC.
- C. The Project (Part of the Project) is to be implemented on Lands in the ownership of the Project Partner, and the Project Partner has agreed to same. Once the Project has completed, it shall remain in the ownership of the Project Partner

**1 Definitions and Interpretations**

In this agreement the following words and phrases shall have the following meanings:-

- 1.1.1 MURDP means Mid Ulster Rural Development Partnership which is the Local Action Group for the Council area;
- 1.1.2 The Contractor means the company that is specified as “Contractor” within Schedule One
- 1.1.3 DAERA means the Department for Agriculture, Environment and Rural Affairs;
- 1.1.4 The General Terms and Conditions means those terms and conditions that are incorporated in to the Letter of Offer as amended in Schedule Two so that they apply to this Agreement and the Project;
- 1.1.5 The Letter of Offer means the letter and all its enclosures from MURDP to MUDC dated (INSERT) which forms a legally binding contract between MURDP and MUDC and sets out the terms of the Scheme Funding;
- 1.1.6 Permitted Use means to use the property, asset, building, materials, works etc. as funded under the Project for the benefit of the wider local community and in

particular the Section 75 groups, in accordance with the aims and objectives of the Application for at least the Term of this Agreement.

- 1.1.7 Scheme Funding means the monies received from the NI Rural Development Programme (2014 -2020) that will be used to contribute towards the delivery of the Project;
- 1.1.8 The Project means the village renewal and enhancement works as described in Schedule One;
- 1.1.9 The Project Officer means the person appointed by MUDC who will be responsible for the day to day management and delivery of the Project;

The Special Conditions means those Conditions as detailed in Schedule Three.

In this Agreement:

- 1.2.1 Use of the singular includes the plural and vice versa and use of any gender includes all genders;
- 1.2.2 A reference to the rules, codes, standard terms and conditions of a designated agency or of a self-regulating organisation shall be construed as referring to those rules, codes or standards as amended and in force from time to time;
- 1.2.3 Any reference to a “person” includes a body corporate, natural person, firm, partnership, company, corporation, association, organisation, government, state, foundation and trust (in each case whether or not having separate legal personality);
- 1.2.4 The clause headings are for convenience only and shall not affect the construction of this Agreement;
- 1.2.5 Reference to the Agreement or any other document are to the Agreement or that document as amended from time to time in accordance with the Agreement;
- 1.2.6 Nothing in this Agreement shall exclude or limit either party’s liability for fraud or death or personal injury resulting from that party’s negligence or any other liability to the extent that such liability cannot be excluded by law.

## **2 Purpose**

MUDC and (PARTNER) have appointed the Contractor to carry out the Project on behalf of MUDC, and MUDC shall be the employer in the Contract with the Contractor. MUDC and (PARTNER) have jointly agreed for MUDC to implement the Project on the Partner’s lands at (INSERT ADDRESS).

## **3 Term**

- 3.1 This agreement shall commence on (INSERT DATE) and will remain in force for a period of 7 years from the date of the Letter of Offer.

## **4 Responsibility of the Parties**

The Project’s success depends on the co-operation and shared purpose of all parties to this agreement and their commitment to planning and implementing this Project.

The General Terms and Conditions set out the respective responsibilities that both parties to this Agreement must adhere to.

Failure of the Project Partner to comply with its responsibilities under this Agreement, will give rise to a right for MUDC to terminate this Agreement immediately if it is a material or repeated breach, or by providing 4 weeks' notice for any other breach.

## **5 Responsibilities of Project Partner**

### **5.1 Insurance and Liability (as per schedule 2)**

The Project Partner shall maintain such insurance policies in the Project Partner's own name from the date of the Letter of Offer, **until 7 years** (10 years for projects for which a legal charge has been executed) following the date of the final payment to the project as are necessary to cover all possible liabilities to MUDC, Local Action Group, DAERA and the European Commission arising under the Letter of Offer and the Terms and Conditions of Grant Aid, to the extent that such insurances are reasonably available on the insurance market. The need for insurance cover should be fully justified and fully recorded. A copy of all insurance policies relating to the project should be made available to the Local Action Group and DAERA, on request.

### **5.2 Without prejudice to the Project Partner's liability to indemnify the Local Action Group and DAERA, MUDC shall either maintain or procure, such public and employer's liability insurances as are necessary to cover the liability of the Local Action Group or (as the case may be) its staff, DAERA, its staff and agents, and the European Commission, its staff and agents in respect of:**

- personal injury or death arising out of, or in the course of, or caused by the carrying out by MUDC of any Works required under the Project not due to any act or neglect of the Local Action Group, DAERA or the Commission or any person for whom they are responsible; and
- injury or damage to property, real or personal, arising out of, or in the course of or caused by the carrying out of any Works required under the Project and caused by the negligence, omission or default of MUDC.

### **5.3 To comply with the Special Conditions;**

### **5.4 Not to do anything in breach of the Letter of Offer**

5.4 The Project Partner shall provide MUDC with appropriate Licence agreements to allow the construction of the Project

5.5 Not to assign, let, transfer or otherwise part with all or any part of the lands, buildings, assets etc. that form part of the Project or that materially affect the Project and the completion of same for the duration of this Agreement;

**[5.6 Adopt the works on Completion of the Project – RE: TNI]**

## **6 Responsibilities of the Council**

Notwithstanding the generality of Clause 4, the Council is required to:-

## **7 Project Works, Cost & Payment Procedure**

7.1 MUDC will oversee and be responsible for all Project works and payments to the Contractor.

7.2 MUDC will be the Employer of the Contractor and therefore, will have sole responsibility for providing the Contractor with instructions, agreeing any activity in relation to the Project, signing off on any payments, certification etc. .

7.3 MUDC will liaise with the Project Partner in relation to any proposed material changes to the agreed specification or Project works. For the avoidance of doubt, MUDC will have to ultimate decision maker power in relation to any actual or proposed changes to the Project.

## **8 General**

- 8.1 This agreement set forth the entire agreement between the parties with respect to the subject matter covered by it and supersedes and replaces all prior communications, drafts, agreements, representations, warranties, stipulations and undertakings of whatsoever nature, whether written or oral, between the parties relating thereto.
- 8.2 Each party shall bear its own costs in relation to the negotiation of this agreement.
- 8.3 Except as may be required by law or in relation to information which is publicly available (other than by reason or any wrongful disclosure of it or with the prior consent of the other) no party to this agreement shall make any announcement concerning, or otherwise disclose or divulge any information, concerning the terms of this agreement.
- 8.4 No variation of any provision of this agreement shall be effective unless it is in writing, refers specifically to this agreement and is duly executed by or on behalf of each party.
- 8.5 MUDC shall be entitled to take possession of assets which have been purchased or constructed with Scheme Funding, or which are used, in breach of any of the terms of these terms and conditions of this Agreement or the Scheme Funding. Without limiting any of its rights under these Conditions the Project Partner agrees that MUDC or its agent shall be entitled to enter upon any land, building or premises owned, occupied or under the control of the Project Partner where such assets are located for the purpose of effecting repossession.
- 8.6 The Project partner shall not during the economic life of the asset, dispose of any interest in any such assets wholly or partly purchased or constructed with any part of the Scheme Funding (other than an interest the disposal of which is permitted or contemplated under the provisions of the Funding Contract), unless they shall have obtained the prior written approval of MUDC.
- 8.7. If any assets wholly or partially purchased or constructed with any part of the Scheme Funding are disposed of during their economic life MUDC shall at its option either be entitled to require the Project partner to immediately pay to it such proportion of the proceeds of disposal as it may reasonably require, or to set off the amount due against any further payments of Funding for the Project. The economic life of the Asset is 10 years for Fixed Assets, unless otherwise agreed in writing by MUDC. In this context, Fixed Assets include land, property, buildings. For all other assets the economic life is in each of the following circumstances 2 years after (a) the period up to the date of last payment of Funding, or (b) the achievement of the last of the targets specified in the Project; or (c) 5 years from date of the Funding Contract whichever is the later.
- 8.8 Any facilities constructed as part of the Project must reasonably be made available for use of the General Public, at time and in such manner as shall be agreed between MUDC and the Project Partner, and public access shall not be limited in any way

having regard to those matters set out in S75 of the Northern Ireland Act 1998.

- 8.9** Any facilities constructed as part of the Project must reasonably monitor usage to demonstrate impact.

**9 Notices**

All notices to be given under this agreement shall be in writing and shall either be delivered personally or sent by first class and shall be deemed duly served:

- 9.1 In the case of a notice delivered personally, at the time of delivery;  
 9.2 In the case of a notice sent inland by first class prepaid post, 2 clear business days after the date of dispatch;  
 9.3 Each notice shall be addressed to the address of the party concerned set out in this agreement or to such other address as that party shall have previously notified to the sender.

**10 Assignment and Sub-Contracting**

This agreement is personal to the parties to this agreement and no party shall not be entitled to assign any of its rights and obligations under this agreement without the prior written consent of the other parties.

**11 Third parties rights**

A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

**12 Relationship of parties**

Each of the parties hereto is independent and nothing contained in this agreement shall be construed to imply that there is any relationship between the parties of partnership or in principal and agent or of employer and employee and accordingly neither of the parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise, unless expressly permitted by the terms of this agreement. Each party shall make it clear in its dealings with third parties that it has not authority to contractually bind the other party.

**13 Governing Law**

This agreement shall be governed by and construed in accordance with Northern Ireland Law and the parties hereby submit to the exclusive jurisdiction of the Northern Ireland Courts.

SIGNED by: \_\_\_\_\_  
 Authorised Signatory (Position Held)  
 Mid Ulster District Council

SIGNED by: \_\_\_\_\_  
 Authorised Signatory (Position Held)  
 [INSERT PROJECT PARTNER'S NAME]

**SCHEDULE ONE**

**The Project**

[INSERT DETAILS OF INDIVIDUAL PROJECT]

**SCHEDULE TWO**

**The General Terms and Conditions**



**SCHEDULE THREE**

**The Special Conditions**





Dated \_\_\_\_\_ 2017

## **Licence for Works Agreement**

relating to

\_\_\_\_\_

**THIS AGREEMENT** is made on the date set out in the Particulars

**BETWEEN**

(1) **The Landowner -**

("The Licensor")

(2) **The Council – Mid Ulster District Council**

("The Licensee")

- a) The Licensor is the freehold owner of certain lands situated between \_\_\_\_\_ (hereinafter called "the Licensor's Lands")
- b) The Licensor has agreed to permit the Licensee its servants and agents, subject as hereinafter contained, to enter upon the Licensor's lands for the period from **XXXX** until **XXX** ("the Licence Period") to construct a **XXX**, in accordance with a letter from the Planning Service dated **XXX** ("the Works").

**NOW IT IS HEREBY AGREED** as follows:-

- 1) The Licensor hereby licenses and permits the Licensee its employees and agents licence to enter and remain on the Licensor's Lands to facilitate the Works and for no other purpose whatsoever for the Licence Period and upon the terms hereinafter appearing.
- 2) This Licence shall be deemed to have commenced on the date hereof and shall continue for the License Period unless revoked or earlier determined as hereinafter provided.
- 3) The Licensee shall be responsible for ensuring that all necessary planning or other requisite statutory approvals, licenses, permissions or consents in relation to the Works on the Licensor's Lands are obtained and shall act in accordance with the terms thereof and in compliance with the provisions of all applicable law and shall fully indemnify the Licensor in respect of all claims arising whether directly or indirectly from the Works.

- 4) The Licensee shall be liable absolutely for all security arrangements as may be necessary to secure the Licensor's Lands and all equipment, plant and materials stored or placed thereon.
- 5) The Licensee agrees and undertakes with the Licensor not to do or cause or permit to be done any act or thing in or, upon the Licensor's Lands which may be or become a nuisance, annoyance, inconvenience or danger or cause damage or annoyance to the Licensor or other persons or which may infringe any statutory Rule, Order or Regulation for the time being in force.
- 6) The Licensee shall be liable for and shall indemnify and keep the Licensor indemnified from and against all liability, loss, claims or proceedings for accidents, damage or injury which may occur or be brought against or, incurred by the Licensor arising out of the Licensees use of the Licensor's Lands and for which the Licensee is legally liable, provided that the Licensees liability under this Agreement shall not exceed the sum of Fifteen Million Pounds (£15,000,000.00).
- 7) Providing advance written notice is given the Licensee shall permit the Licensor, its agents or servants or any other person authorized by the Licensor from time to time to enter upon and inspect the Licensor's Lands for the purpose of ascertaining whether all or any of the provisions of this Licence are being faithfully kept observed and performed.
- 8) The Licensee will procure that its contractor will effect and keep in force during the License Period a Public Liability Indemnity insurance policy with a good and solvent Insurance Office in the sum of Ten Million pounds (£10,000,000) minimum for any one claim or accident and will make the policy or a suitable extract from same available to the Licensor for inspection on demand.
- 9) The Licensee shall pay all rates, taxes or other impositions which may be levied against the Licensor's Lands whilst being used by the Licensee.

10) This Licence is for the exclusive benefit of the Licensee for the Works and the Licensee shall not be permitted to transfer, assign, sub-let or part with possession of all or any part of the Licensor's Lands which are the subject of this Agreement and this Licence is not capable of assignment or transfer to any other party.

11) Any notice requiring to be served hereunder shall be sufficiently served if sent by Recorded Delivery post at the address shown at the head of this agreement.

**SIGNED** by the Licensor \_\_\_\_\_

in the presence of: \_\_\_\_\_

**SIGNED** on behalf of the Licensee \_\_\_\_\_

in the presence of: \_\_\_\_\_

DATE \_\_\_\_\_



**MID ULSTER DISTRICT COUNCIL**  
**Rural Villages Project 2017 - 2019**

**CONSENT OF OWNER TO VILLAGE RENEWAL WORKS**

**Name & Address**

.....  
..... ("the Owner(s)")

**Site Address**

.....Lands within the area outlined red on the attached map (showing portfolio number from actual deeds) and located at

.....  
..... ("the Site")

I/we the Owner(s) of part of the lands within the Site mentioned above hereby give Mid Ulster District Council ("the Council") or its agents permission to enter on to the lands and to carry out the Works as described below on the Site.

**1. Description of works**

.....  
.....  
..... ("the Works")

2. I/we hereby agree that on completion of the Works, the responsibility of the said Works on the Site will lie with the Council. For the avoidance of doubt, the Council will not accept any responsibility or liability in respect of any other, further or additional works, repairs etc. that may be carried out on the Site now or in the future, which are not done or authorised by the Council.

Signed: ..... Witnessed: .....  
.....  
The Owner(s)

Date: ..... Date: .....

Two copies of this form are enclosed, one is to be retained by you and one to be returned to:- Catherine Fox, Mid Ulster District Council, Dungannon Office, Circular Road, Dungannon BT71 6DT