

APPENDIX 1

Association of Town Centre Management  
PO Box 242  
Westerham  
TN16 9EU

Invoice



VAT Reg No: 629241833  
Telephone: 44 (0) 300 330 0980  
Email: accounts@atcm.org

Invoice Number:	24061
Invoice Date:	30/01/2024
Order Number:	
Our Ref:	COOKSTO

Mid Ulster District Council FAO Mary Mc Cullagh, Town Strategy Burn Road Cookstown Co Tyrone BT80 8DT VAT Reg No:
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Quant Details	Unit	Net	VAT	VAT
1.00 2024 Full Band 1 Membership	620.00	620.00	20.00	124.00

Terms: 21 days from invoice date - please ensure invoice number is quoted on payment

BACS Details	
Bank:	Lloyds TSB
Account Name:	Ass Twn Centre Man
Sort Code:	30-92-32
Account Number:	01440295

Total Net Amount (£)	620.00
Total VAT Amount (£)	124.00
Invoice Total (£)	744.00

Mid Ulster Council  
Council Offices  
Circular Road  
Dungannon  
BT71 6DT

# QUOTE

Mid Ulster District Council

<b>Finance Officer: Marina Atherton</b>		<b>QUOTE NUMBER</b> 23/ 1	
Tel No: 01691 680713			
E-mail: nabma@nabma.com		Tax Point and Invoice Date:	
Contact: Marina Atherton, Finance Officer		Your Reference: Mary McCullagh	
Payment Terms: <b>NET 30 DAYS</b>		Purchase Order No.	
VAT Reg: 696 4641 86			
Quantity	<b>ANNUAL SUBSCRIPTION 2024/25</b>		
1	Quote for Subscription 2024/2025	£ 768.00	768.00
VAT rate		Amount	768.00

PLEASE MAKE REMITTANCE PAYABLE TO "NABMA" AND FORWARD TO THE TREASURER AT THE ADDRESS BELOW

**V.A.T.** 0.00

<b>Want to pay by BACS?</b>	<b>BANK DETAILS</b>	<i>please note</i>	<b>Amount Due</b>	£ 768.00
<b>Bank:</b>	HSBC Bank plc			
	The Cross, Oswestry, Shropshire. SY11 2SR			
<b>Ac Name:</b>	Nabma Ltd			
<b>Sort:</b>	40-35-32			
<b>Ac No:</b>	32027453			
<b>E-mail:</b>	<a href="mailto:nabma@nabma.com">nabma@nabma.com</a>			
<b>Fax for statement:</b>	01691 671080			

Please remove and return with remittance

Date: 21-Feb-24

**REMITTANCE ADVICE**  
**DR. TO NABMA**

**Invoice No:** 23/ 1

Amount 768.00  
VAT 0.00  
**Amount Due** £ 768.00

Name: Mid Ulster District Council  
**ANNUAL SUBSCRIPTION 2024/25**



**Martin McGuckin**  
**Ardboe Lifeboat Station**  
**205 Battery Road**  
**Cookstown**  
**BT80 0HY**

Dear Sir/Madam

27/01/2024

Lough Neagh Rescue wishes to make a formal request for an annual council contribution of £12,000 towards our search & rescue expenditure for the incoming financial year 2024/25. This request would represent £12,000 which will keep Mid Ulster Council contribution in line with Armagh, Banbridge and Craigavon and Antrim and Newtownabbey Borough Councils.

As an independent and competent organisation declared to the Coastguard through the PSNI we have a pivotal and central role in all search and rescue activities for Lough Neagh and its tributaries. We operate on a 24/7 365 voluntary service on behalf of the community and other statutory rescue agencies. As a voluntary organisation we operate to the levels consistent and required with the Declared Operational Status as recognised by the Coastguard. Our station at Ardboe covers all of the western and southwestern shores contiguous with Mid Ulster District Council's area and which represents the largest coverage of Lough Neagh.

Over the past 30 years we've had tremendous financial support from all councils around the Lough to include the three former councils which now form Mid Ulster District Council because of this support over those years we have past our strategic 10-year planning targets and now embarked on our new strategy which will see us into 2030. Our Search and Rescue and Flood/Swift water teams based in Ardboe, Antrim and Kinnego are recognised as key leaders in the voluntary rescue services on these islands and we operate not only to local NISAR but to the UK DEFRA boat code for Search and Rescue operations.

In 2022 the council reviewed its contribution level and set it at £12,000. This much appreciated contribution has indeed help bring us to into the next decade but now with two imminent investments in new equipment required, a new active Flood Water Response team in situ and increasing activity we find ourselves having to liaise with our councils in attempt to meet the SAR needs of Mid Ulster area. Any additional contributions in funding would be greatly appreciated during the current crisis, fuel cost alone represent a significant increase to our expenditure and is not in the gift of Lough Neagh Rescue to control.

**Lough Neagh Rescue**  
 Kinnego Bay, Lurgan,  
 Co Armagh, BT66 7NJ

**T:** 028 3834 5121  
**E:** secretary@loughneaghrescue.co.uk

**COMPANY NO.** NI30528  
**CHARITY NO.** NIC101051

It is our aim to have each of the three main councils match fund the organisation at a similar level on an annual basis. We would wish to revisit our service level agreement with Mid Ulster District Council since over the past three years major increases in costs and subsequent uplifting contributions from both other councils have created a funding anomaly across Lough Neagh and particularly for our station in Ardboe, Mid Ulster.

As always, we welcome visits from your Councillors and officials to see first-hand the work being carried out in the area and to this end we would welcome the council Chairperson and the Chair of your Development Committee to visit the Ardboe station. Mr. Wilson, as former Council Chair had previously indicated towards the end of his tenure that he would still be interested in visiting us formally and we would welcome their visit.

In the meantime, if you require any further information, please call myself (NO. 07738437886) or by visiting any of the three stations during training scheduled on a Tuesday evening at 7:30 PM. I look forward to hearing from you.

Martin McGuckin

Chairperson LNR

**Lough Neagh Rescue**  
Kinnego Bay, Lurgan,  
Co Armagh, BT66 7NJ

**T:** 028 3834 5121  
**E:** [secretary@loughneaghrescue.co.uk](mailto:secretary@loughneaghrescue.co.uk)

**COMPANY NO.** NI30528  
**CHARITY NO.** NIC101051

## Lough Neagh Rescue Progress Report (2023-2024)



**Martin McGuckin**  
**Lough Neagh Rescue**  
**Chairperson**  
**Kinnego Lifeboat Station**  
**Kinnego Marina**  
**Oxford Island**  
**Lurgan**  
**BT66 7NJ**

	<u>Objectives</u>	<u>Outputs</u>
1.	LOUGH NEAGH RESCUE will continue to provide a pivotal and central role in all search and rescue activities for Lough Neagh and its tributaries.	During year 2023, LNR attended 31 callouts. Currently on day 46 of a long term search for a missing person.
2.	LOUGH NEAGH RESCUE will operate to the levels consistent and required with the Declare Operational Status as recognised by the Coastguard.	Agreed  LNR were awarded the Declared Facility Agreement from Belfast Coast Guard and we were the first independent lifeboat service in the UK and Ireland to achieve this. The boats are to Rescue Boat Code specification
3.	LOUGH NEAGH RESCUE Search and Rescue and Flood/Swift Teams will operate not only to local NISAR but also to UK DEFRA boat code for Search and Rescue.	Station Officers work to ensure compliance with both NISAR and UK DEFRA boat code.
4.	LOUGH NEAGH RESCUE will continue to base Search and Rescue and Flood/Swift teams at Ardboe, Kinnego and Antrim, to operate a 24 hr per day, 7 days per week, 365 days per year service on behalf of community and statutory rescue agencies, to cover all of the western and south western shores contiguous with Mid Ulster District Council area.	Lough Neagh Rescue has just reaffirmed its commitment to NISAR to provide 4 Lifeboats on Lough Neagh, its tributary rivers and beyond. Also 2 type c rescue teams to deploy all over N Ireland and MUDC areas. 24/7 365 days per year.

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 Kinnego Bay, Lurgan,  
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5.	LOUGH NEAGH RESCUE will have responsibility to ensure all equipment is serviced and maintained to standards pertinent to delivery Search and Rescue and ensure all staff and volunteers working as part of Search and Rescue and Flood/Swift teams are trained and qualified to standards recognised by the Coastguard, Northern Ireland Search and Rescue and UK DEFRA.	A new programme was rolled out to replace PPE with 20 new dry-suits having been purchased. This should be added to in the coming year. Other gear, such as, gloves and under-suits should also be replaced and kept up to date and the SO's will be working hard to keep this right.  Aim should be that every crew has their own personal kit.
6.	LOUGH NEAGH RESCUE will ensure adequate insurances are in place to cover all potential liabilities.	Liabilities up to £10m in place
7.	LOUGH NEAGH RESCUE will provide a 10 year strategic plan with targets up to 2030	Strategy up to 2030 in place
8.	LOUGH NEAGH RESCUE will organise Best Practice Visits of both elected members and officials as and when required.	Elected members and officials are always welcome to attend any LNR facility at anytime
9.	LOUGH NEAGH RESCUE will submit an annual report by detailing progress on all key areas of work and its contributions. Report to be submitted by end of March 2023.	Report submitted February 2024 due to SLA pending
10.	LOUGH NEAGH RESCUE will administer all structures necessary to manage and implement the funds appropriately.	Agreed
11.	LOUGH NEAGH RESCUE will facilitate the involvement of Council staff and elected members in its work.	Agreed
12.	LOUGH NEAGH RESCUE will provide ongoing support to Council's objectives.	Agreed
13.	LOUGH NEAGH RESCUE will meet with Council's Tourism Service Manager to discuss progress prior to the end of March 2024.	LNR met with M McKeown, Tourism Service Manager and A O'Keefe May 23 at Ardboe station and showed them one of the new lifeboats, explaining the additional

**Lough Neagh Rescue**

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Co Armagh, BT66 7NJ

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**CHARITY NO.** NIC101051

		benefits to the lough. We would like to invite other members and officials to meet with us so we can give a show and tell of the services we provide and our capabilities as an organisation.
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Martin McGuckin, Chairperson LNR

**Lough Neagh Rescue**

Kinnego Bay, Lurgan,  
Co Armagh, BT66 7NJ

**T:** 028 3834 5121

**E:** [secretary@loughneaghrescue.co.uk](mailto:secretary@loughneaghrescue.co.uk)

**COMPANY NO.** NI30528  
**CHARITY NO.** NIC101051

**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**MID ULSTER DISTRICT COUNCIL**

**AND**

**LOUGH NEAGH RESCUE**

**April 2024 – March 2025**

DRAFT



**THIS AGREEMENT** is made on the **??/??/2024 ENTER FULL DATE ONCE AGREED**

## **PARTIES**

- (1) MID ULSTER DISTRICT COUNCIL whose address is at Dungannon Office, 15 Circular Road, Dungannon BT71 6DT (the "**Council**"); and
- (2) LOUGH NEAGH RESCUE (Charity no. NIC 101051 and Company no. NI 30528) whose registered office is at, Kinnego Bay, Lurgan Co Armagh BT66 7NJ.

## **BACKGROUND**

- a) LOUGH NEAGH RESCUE is an independent and voluntary organisation, declared to the Coastguard through the PSNI, as having a pivotal and central role in all search and rescue activities for Lough Neagh and its tributaries. LOUGH NEAGH RESCUE operate to the levels consistent and required with the Declared Operational Status as recognised by the Coastguard. The Search and Rescue and Flood/Swift teams are recognised as key leaders in the voluntary rescue services on these islands and operate not only to local Northern Ireland Search and Rescue (NISAR) but also to UK DEFRA boat code for Search and Rescue.
- b) Search and Rescue and Flood/Swift teams based at Ardboe, Kinnego and Antrim, LOUGH NEAGH RESCUE operate a 24 hr per day, 7 days per week, 365 days per year service on behalf of community and statutory rescue agencies.
- c) LOUGH NEAGH RESCUE receive financial support from all the councils surrounding the Lough (Mid Ulster District Council, Armagh City, Banbridge and Craigavon Borough Council and Antrim and Newtownabbey Borough Council. This has enabled LOUGH NEAGH RESCUE to meet their strategic 10 year planning targets and embark on a new strategy up to 2030.
- d) Financial support provided by Mid Ulster District Council will assist Lough Neagh Rescue to carry out the search and rescue needs of all of the Western and South Western shores, (contiguous with Mid Ulster District Council area) as further detailed in Schedule 1 of this Agreement.
- e) The Council have been made aware of two new imminent investments of new equipment, specifically required for a new active Flood Water Response team in situ and increasing activity on the Lough for, which requires part of Mid Ulster District Council's funding contribution to meet the Search and Rescue needs of Mid Ulster area.

## **1. DEFINITIONS**

"Charges" shall mean the charges which shall become due and payable by the Council to (2) LOUGH NEAGH RESCUE in respect of the Services in accordance with the provisions of this Agreement. Such charges are further set out in **Schedule 2 of this Agreement**

“Commencement Date” shall mean 1<sup>st</sup> April 2024.

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

“Law” shall mean the laws of Northern Ireland and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which LOUGH NEAGH RESCUE is bound to comply.

“Services” shall mean those services specified in **Schedule 1 of this Agreement** and any other such services which may be agreed between the parties from time to time.

“Term” shall mean from the Commencement Date until 31<sup>st</sup> March 2025

“Working Day” shall mean Monday to Friday, excluding any public holidays in Northern Ireland.

## 2. COMMENCEMENT AND DURATION

This Agreement shall take effect on the Commencement Date and unless terminated earlier is in accordance with the terms of this Agreement, shall continue for the Term.

## 3. SUPPLY OF SERVICES

- a. LOUGH NEAGH RESCUE shall provide the Services and provide secretariat to LOUGH NEAGH RESCUE Company and its structures with a view to providing Search and Rescue needs of Mid Ulster area as set out in Schedule 1 of this Agreement.
- b. Responsibility for the management of the LOUGH NEAGH RESCUE will be vested in the Board of Directors of LOUGH NEAGH RESCUE.
- c. The parties’ authorised representatives for the purpose of this Agreement shall be Council’s Tourism Manager and the Chairman of LOUGH NEAGH RESCUE.
- d. The Council reserves the right to withdraw funding should the LOUGH NEAGH RESCUE fail to adequately provide the service as outlined in Schedule 1 of this Agreement which forms the basis of the Council’s agreement to commit funds to it. Funding will be reviewed by the Council on an annual basis on receipt of the written request from LOUGH NEAGH RESCUE and will require LOUGH NEAGH RESCUE to **submit end of year progress reports for each year of the Agreement showing progress against activities**. In addition LOUGH NEAGH RESCUE may be required to attend a committee meeting of Council.

#### **4. COMPLAINTS PROCEDURE**

- a. LOUGH NEAGH RESCUE shall operate a procedure for dealing with the repercussions of defaulting on any of its obligations under this Agreement and/or complaints about its provision of the Service.

#### **5. COMPLIANCE AND CHANGE IN LAWS**

- a. In performing its obligations under this Agreement LOUGH NEAGH RESCUE shall have regard to and comply with all applicable Law (including but not limited to the Health & Safety at Work Act 1974 and any other Law relating to/about health and safety).
- b. LOUGH NEAGH RESCUE shall monitor and shall keep the Council informed in writing of any changes in the Law which may impact the Services and shall provide the Council with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes.
- c. LOUGH NEAGH RESCUE shall neither be relieved of its obligations to supply the Services in accordance with the terms of this Agreement nor be entitled to an increase in the Charges as the result of a change in Law.

#### **6. INSURANCE Required**

- a. LOUGH NEAGH RESCUE shall at its own cost effect and maintain with reputable insurance companies adequate insurance to cover all such risks and liabilities as may arise in the course of providing the Services including death or personal injury, loss of or damage to property or any other loss (the "Required Insurances"). Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the The Council, in their limited role in providing financial support to LOUGH NEAGH RESCUE. This is, in part, to ensure the risk is minimised to the Council against all claims, demands, actions or proceedings made or brought and all losses, damages, costs, expenses and liabilities incurred, suffered or arising directly or indirectly in respect of or otherwise connected with the actions of the Services provided by LOUGH NEAGH RESCUE.
- b. If, for whatever reason, LOUGH NEAGH RESCUE fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the LOUGH NEAGH RESCUE.
- c. The terms of any insurance or the amount of cover shall not relieve the LOUGH NEAGH RESCUE of any liabilities under the agreement.

#### **7. LOUGH NEAGH RESCUE VOLUNTEERS**

- a. In relation to the employment of staff/volunteers, employment/volunteering conditions and practices must comply with all the relevant Law and should take account of current good practice in relation to employment/volunteering rights and the promotion of equality of opportunity and good relations.

- b. The Parties believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "Employment Regulations") will not apply to this Agreement, whether on its commencement, during the Term on expiry or termination of the Agreement in whole or in part. In the event that, contrary to the expressed understanding of the Parties, the Employment Regulations are alleged by any person (including a Party, any trade union or staff association, employee representative or employee) to apply, or held by court of competent jurisdiction to apply, LOUGH NEAGH RESCUE shall indemnify the Council for all liabilities, claims, losses, damages, costs and expenses arising out of or in connection with the application of the Employment Regulations.

## **8. AUDIT**

- a. During the Term and up to 7 years following completion, LOUGH NEAGH RESCUE shall allow the Council (acting by itself or via any representatives authorised to act on behalf of the Council) to access any of LOUGH NEAGH RESCUE'S premises, records, financial or otherwise, systems, personnel or equipment as may be required for the purposes of (*inter alia*) fulfilling any legally enforceable request by a regulatory body, monitoring and evaluating LOUGH NEAGH RESCUE'S compliance with its obligations under this Agreement, verify the accuracy of the Charges or identify suspected fraud and to verify the achievement or objectives or progress towards such objectives.

## **9. CHARGES**

- a. The Council shall pay the Charges to the LOUGH NEAGH RESCUE in accordance with Schedule 2.
- b. If LOUGH NEAGH RESCUE is in breach of any of its obligations relating to this Agreement as detailed in Schedule 1, then the Council may require LOUGH NEAGH RESCUE to pay the Council the aggregate of all Charges paid to LOUGH NEAGH RESCUE during the Term or such lesser amount as the Council may determine.
- c. Mid Ulster District Council shall be entitled to publish details of the assistance referred to in this letter at such times and in such manner as they may decide.
- d. The Council would expect that its contribution would receive formal recognition by way of an invitation to the Council Chair to any appropriate regional event/official opening and mention in publicity pertaining to the event/facility.

## **10. INDEMNITY**

- a. LOUGH NEAGH RESCUE shall indemnify and keep indemnified the Council against all liabilities, costs, expenses, damages and losses incurred by the Council arising out of or in connection with:
  - i. LOUGH NEAGH RESCUE'S breach or negligent performance or nonperformance of this Agreement;

- ii. any claim made against the Council arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by LOUGH NEAGH RESCUE.

## **11. LIABILITY**

- a. Nothing in this Agreement limits any liability which cannot legally be limited, including for:
  - i. death and personal injury caused by negligence; and
  - ii. fraud or fraudulent misrepresentation.
- b. Subject to clause 10(a), the Council's total aggregate liability under this Agreement shall be limited to the Charges.

## **12. FREEDOM OF INFORMATION**

- a. The Council is subject to the terms of the Freedom of Information Act 2000 (the "Act"). Any information, which comes into the possession of the Council may be subject to disclosure under the provisions of that Act, unless an exemption applies. Only the Council can make the decision regarding whether information is disclosable or not. In arriving at the decision, The Council will take account of the nature of the information, exemptions provided by the Act, and the public interest. If the information is disclosable in accordance with the terms of the Council has no discretion to prevent its disclosure.
- b. LOUGH NEAGH RESCUE will:
  - i. provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Authority to comply with its obligations under the Act;
  - ii. transfer to the Council all requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - iii. provide the Council with a copy of all information belonging to the Authority requested in the request for information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
  - iv. not respond directly to a request for information unless authorised in writing to do so by the Council.

## **13. DATA PROCESSING**

- a. Both parties acknowledge that the only personal data which will be exchanged between the parties is details of employee/volunteer names of each party. Both parties acknowledge that they shall each act as independent controllers in respect of these employee/volunteer names.
- b. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

- c. LOUGH NEAGH RESCUE shall ensure that it has an appropriate privacy policy in place with those of its employees/volunteers whom shall have their name shared with the Council.

#### 14. NO PARTNERSHIP OR AGENCY

- a. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- b. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

#### 15. CONFIDENTIALITY

- a. The provisions of this clause do not apply to any Confidential information:
  - i. is or becomes available to the public (other than as a result of its disclosure by the receiving party or its representatives in breach of this clause);
  - ii. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
  - iii. was, is, or becomes available to the receiving party on a nonconfidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
  - iv. the parties agree in writing is not confidential or may be disclosed;
  - v. which is disclosed by the Authority on a confidential basis to any central government or regulatory body.
- b. Each party shall keep the other party's Confidential Information secret and confidential and shall not:
  - i. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (**Permitted Purpose**); or
  - ii. disclose such Confidential information in whole or in part to any third party, except as expressly permitted by this.
- c. A party may disclose the other party's Confidential information to those of its representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
  - i. it informs such representatives of the confidential nature of the Confidential Information before disclosure; and
  - ii. it procures that its representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
  - iii. and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.

- d. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Law (including under the Act), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

## **16. REMEDIATION PROCESS**

- a. If LOUGH NEAGH RESCUE is in default in complying with any of its obligations under this Agreement the Council may, at its sole discretion, choose to terminate this Agreement in accordance with clause 17 or enter into a remediation plan process. If the Council chooses to enter into a remediation plan process, it shall give a remediation notice to LOUGH NEAGH RESCUE which shall specify the default in outline and the actions LOUGH NEAGH RESCUE needs to take to remedy the default.
- b. The Council shall be under no obligation to initiate a remediation plan process.
- c. Within 5 Business Days of receipt of a Remediation Notice, LOUGH NEAGH RESCUE shall:
  - i. submit a draft remediation plan, even if it disputes that it is responsible for the matters which are the subject of the remediation notice; or
  - ii. inform the Council that it does not intend to submit a remediation plan, in which event the Council shall be entitled to serve a termination notice.
- d. The Council shall either approve the draft remediation plan within 5 Business Days of its receipt or it shall inform LOUGH NEAGH RESCUE why it cannot accept the draft remediation plan. In such circumstances, LOUGH NEAGH RESCUE shall address all such concerns in a revised remediation plan, which it shall submit to the Council within 5 Business Days of its receipt of the Council's comments. If no such notice is given, LOUGH NEAGH RESCUE draft remediation plan shall be deemed to be agreed.
- e. Once agreed, LOUGH NEAGH RESCUE shall immediately start work on the actions set out in the remediation plan.
- f. If a remediation plan cannot be agreed within 5 Business Days then the Council may elect to end the remediation plan process and serve a termination notice.
- g. If a remediation plan is agreed between the parties, but LOUGH NEAGH RESCUE fails to implement or successfully complete the remediation plan by the required completion date, the Council may:
  - i. terminate this Agreement by serving a termination notice; or
  - ii. give LOUGH NEAGH RESCUE a further opportunity to resume full implementation of the remediation plan.

## **17. TERMINATION**

- a. Without affecting any other right or remedy available to it the Council may terminate this Agreement with immediate effect or on the expiry of the period specified in the Termination Notice by giving written notice to LOUGH NEAGH RESCUE if one or more of the following circumstances occurs or exists:
  - i. if LOUGH NEAGH RESCUE is in material breach of this Agreement, which is irremediable;
  - ii. if LOUGH NEAGH RESCUE is in material breach of this Agreement (where, for the avoidance of doubt, failure to adequately provide the

services shall constitute a material breach) and, where such breach is remediable, fails to remedy such breach within 3 days of being notified of such breach;

- iii. if there is an Insolvency Event; or
- iv. the Council reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.

**18. TERMINATION ON NOTICE**

Without affecting any other right or remedy available to it, the Council may terminate this Agreement at any time by giving one month's written notice to LOUGH NEAGH RESCUE.



**19. WAIVER**

- a. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- b. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**20. SEVERANCE**

- a. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

**21. ASSIGNMENT AND OTHER DEALINGS**

- a. The Council may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- b. LOUGH NEAGH RESCUE shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Authority.

**22. ENTIRE AGREEMENT AND VARIATION**

- a. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- b. No variation of this Agreement shall be effective unless it is in writing and signed by the parties.

**23. GOVERNING LAW**

- a. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.

**24. JURISDICTION**

- a. Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## **Schedule 1 – SERVICE OBJECTIVES & SPECIFICATION**

### **1. AIMS OF THE SERVICE**

LOUGH NEAGH RESCUE will provide a Search and Rescue service to Mid Ulster District Council (MUDC) and the wider areas as specified.

### **2. ROLES AND RESPONSIBILITIES**

**2.1.** LOUGH NEAGH RESCUE will provide the following services for the Council:

- 2.1.1.** LOUGH NEAGH RESCUE will continue to provide a pivotal and central role in all search and rescue activities for Lough Neagh and its tributaries.
- 2.1.2.** LOUGH NEAGH RESCUE will operate to the levels consistent and required with the Declare Operational Status as recognised by the Coastguard.
- 2.1.3.** LOUGH NEAGH RESCUE Search and Rescue and Flood/Swift Teams will operate not only to local NISAR but also to UK DEFRA boat code for Search and Rescue.
- 2.1.4.** LOUGH NEAGH RESCUE will continue to base Search and Rescue and Flood/Swift teams at Ardboe, Kinnego and Antrim, to operate a 24 hr per day, 7 days per week, 365 days per year service on behalf of community and statutory rescue agencies, to cover all of the western and south western shores contiguous with Mid Ulster District Council area.
- 2.1.5.** LOUGH NEAGH RESCUE will have responsibility to ensure all equipment is serviced and maintained to standards pertinent to delivery Search and Rescue and ensure all staff and volunteers working as part of Search and Rescue and Flood/Swift teams are trained and qualified to standards recognised by the Coastguard, Northern Ireland Search and Rescue and UK DEFRA.
- 2.1.6.** LOUGH NEAGH RESCUE will ensure adequate insurances are in place to cover all potential liabilities.
- 2.1.7.** LOUGH NEAGH RESCUE will provide a 10 year strategic plan with targets up to 2030
- 2.1.8.** LOUGH NEAGH RESCUE will organise Best Practice Visits of both elected members and officials as and when required.
- 2.1.9.** LOUGH NEAGH RESCUE will submit an annual report by detailing progress on all key areas of work and its contributions. Report to be submitted by end of March 2025.
- 2.1.10.** LOUGH NEAGH RESCUE will administer all structures necessary to manage and implement the funds appropriately.
- 2.1.11.** LOUGH NEAGH RESCUE will facilitate the involvement of Council staff and elected members in its work.

**2.1.12.** LOUGH NEAGH RESCUE will provide ongoing support to Council's objectives.

**2.1.13.** LOUGH NEAGH RESCUE will meet with Council's Tourism Service Manager to discuss progress prior to the end of March 2025.

## **SCHEDULE 2 – FINANCIAL & RESOURCING ARRANGEMENT**

3.1 The Council has agreed that payment of £12,000 sterling (Twelve Thousand Pounds) will be paid to LOUGH NEAGH RESCUE for their exclusive use towards the organisation costs for year 1 April 2024 – 31 March 2025. Payment will be released only upon the following conditions:

- Submission of an original invoice. Copies are **NOT** acceptable.
- Provision of completed and signed Declaration Form confirming LOUGH NEAGH RESCUE has all requisite documentation in place.
- Submission of annual progress report detailing progress on all key areas of work and its contributions.
- Mid Ulster District Council will have the right to request repayment of all or part of the assistance if the conditions outlined in this Agreement are not met.

**ANNEX ONE**

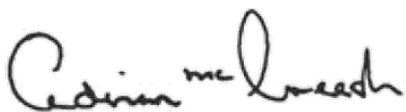
**ACCEPTANCE FORM**

I, Martin McGuckin, as Chairperson of LOUGH NEAGH RESCUE have read and understood the Council's Service Level Agreement between LOUGH NEAGH RESCUE and Mid Ulster District Council.

I agree to comply with the conditions as detailed in these documents and to abide by those principles and procedures in my role as Chairperson of LOUGH NEAGH RESCUE.

**COUNCIL OFFICIAL**

**LOUGH NEAGH RESCUE (Chairperson)**

Signed: 

Signed:

**ADRIAN MCCREESH**

**MARTIN MCGUCKIN**

**Position: Chief Executive**

**Position: Chairperson**

**DATE: 16.02.2024**

**DATE:**

Please sign two copies of this Agreement, one to be returned to Mid Ulster District Council and one to be retained by LOUGH NEAGH RESCUE.

## APPENDIX 6

### Potential Labour Market Partnership (LMP) 'Multiply' Programme Initiatives

MULTIPLY INITIATIVE	HOW WOULD THIS BE DELIVERED? IS PROCUREMENT REQUIRED?
<p><b>Maths for speakers of other languages – for non English speakers, this award would provide a qualification or place individuals on pathway to improving numeracy and language skills.</b></p>	<p>Procurement required – delivery most likely via community based organisations who already work with the migrant community.</p>
<p><b>Engaging Mature Learners - Making It Count – Target specifically over 40's, who have some of the lowest numeracy skills in Northern Ireland, with pastoral and additional support structures to complete informal training or to gain a numeracy related qualification.</b></p>	<p>Procurement required for accredited courses. Remaining delivery by Numeracy Champions</p> <p>Formal qualifications such as ICT, Excel, Book-keeping Soft skills via workshops such as pension advice, budgeting, nutrition, grant advice for farming community</p>
<p><b>Counting on you - Industry Upskilling – Numeracy classes in the workplace with additional support to gain a qualification or informal recognition of numeracy learning.</b></p>	<p>Procurement required for accredited courses. Remaining delivery by Numeracy Champions</p> <p>Primarily accredited courses to assist in upskilling/reskilling workforce particularly in IT skills – e.g. excel, advanced excel, SEO and digital marketing; and finance skills – e.g. Finance for non finance managers, Bookkeeping, Payroll, Provision of Level 1 or Level 2 numeracy where needed Workshops re workplace pensions, HMRC reporting requirements, accessing funding</p>
<p><b>Supporting previous offenders and those in prison system – Numeracy programme designed to support those in the prison system or former offenders, complementing and expanding on existing schemes.</b></p>	<p>N/A – Project by NIACRO covers all previous offenders within the Mid Ulster area under SPF funding. Any further activity would be duplication.</p>

<p><b>Numeracy Boot Camps – Short term numeracy learning through real life issues (nutrition, household finances, sport, pensions etc). Short courses, informal recognition, sign posting to formal qualifications.</b></p>	<p>Procurement required for Gamified Learning. Remaining delivery by Numeracy Champions</p> <p>Numeracy based Gamified Learning Project Soft skills workshops such as cookery, nutrition and meal planning; budgeting and household finances; energy detective; sport related numeracy</p>
<p><b>Bring your grown up – Numeracy programme through community and educational settings for children and parents to learn numeracy together.</b></p>	<p>Delivery by Numeracy Champion</p> <p>Soft skills programmes such as Homework Helper, Early Years play and coding and gaming</p>
<p><b>Multiply officers – to promote and engage with community groups and employers to take advantage of existing and new numeracy provision.</b></p>	<p>Recruitment of a multiply officer to deliver, co-ordinate and monitor all elements of the multiply programme and engage with community groups across the district to maximise impact</p>