



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

Dear Sir/Madam

12/05/2023

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 2023/24. 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.

To provide backing information, I have forwarded our accounts for the year end. This expenditure is based on a pro rata apportionment for general costs or specific Ardboe Station costs which fall clearly within the Mid Ulster area.

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 south-western shores contiguous with Mid Ulster District Council's area and which represents the largest coverage of Lough Neagh.

Over the past 32 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 as a result of this support over those years we have past our strategic 10-year planning targets and have 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 2023 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 with the delivery of our two new state of the art lifeboats in March 23, one of which is stationed at our Ardboe station along with our Flood and swift Water Response team.

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

While we are now in an excellent position with our latest capital expenditure programme which has future proofed our assets for the medium term, we still require financial support with our revenue expenditure.

The past 18 months has seen exponential increases of these costs with fuel and insurance costs alone represent a significant increase to our expenditure and unfortunately this is not in the gift of Lough Neagh Rescue to control.

We have constantly increased standard for our crew to meet from a training and safety aspect and we also must continue to update our crew PPE in line with current legislation, this all has significant cost implications, but is a necessity, not only ensure safety of the public on the Lough but also to ensure we as an organisation are meeting our obligations to protect and ensure the safety of our crew and volunteers.

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.

In the meantime if you require any further information please call myself (NO. 07738437886) or by visiting us during training scheduled on a Tuesday evening at 7:00 PM.

I look forward to hearing from you.

Martin McGuckin

Chairperson LNR

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	<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 2022 45 callouts and 2 recoveries
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.	LNR secured funding and completed the design, specification and purchase of two new Lifeboats, which will reside in Kinnego and Ardboe. The new lifeboats are world leading in providing search and rescue, and include heat seeking capability, hoists and

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		<p>AR to safely coordinate missions.</p> <p>Cost for the new boats was £523,000 and a grant of £497,500 was awarded by DAERA with LNR match funding less that £30,000 which included all finance charges and interest.</p>
5.	<p>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.</p>	<p>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.</p> <p>Aim should be that every crew has their own personal kit.</p>
6.	<p>LOUGH NEAGH RESCUE will ensure adequate insurances are in place to cover all potential liabilities.</p>	<p>Liabilities up to £10m in place</p>
7.	<p>LOUGH NEAGH RESCUE will provide a 10 year strategic plan with targets up to 2030</p>	<p>Strategy up to 2030 in place</p>
8.	<p>LOUGH NEAGH RESCUE will organise Best Practice Visits of both elected members and officials as and when required.</p>	<p>Elected members and officials were invited to attend launch at Battery Harbour</p>
9.	<p>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.</p>	<p>Report submitted May 2023 due to SLA pending</p>
10.	<p>LOUGH NEAGH RESCUE will administer all structures necessary to manage and implement the funds appropriately.</p>	<p>Completed the final payments for the new Kinnego station and also for the refurbishment of the Gary Breen project</p>

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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 2023.	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 benefits to the lough.

Martin McGuckin, Chairperson LNR

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APPENDIX 1C

SERVICE LEVEL AGREEMENT

BETWEEN

MID ULSTER DISTRICT COUNCIL

AND

LOUGH NEAGH RESCUE

April 2023 – March 2024

THIS AGREEMENT is made on the X day of June 2023

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 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 a new active Flood Water Response team in situ and increasing activity on the Lough, 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 1st April 2023.

“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 31st March 2024.

“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.

- e. LOUGH NEAGH RESCUE shall be required to submit an end of year progress report for each year of the agreement showing progress against the targets and the plan for the year ahead. In addition LOUGH NEAGH RESCUE may be required to attend a committee meeting of Council.

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 2024.
- 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 2024.

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 2023 – 31 March 2024 Payment will be released only upon the following condition:

- 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.
- 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, Darren Mallon, 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:

Position: Chief Executive

Name (Block Capitals)

ADRIAN MCCREESH

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.

BROADBAND PROJECT DIRECTOR

Nigel Robbins

Fiona McKeown
Mid Ulster Council
Mid Ulster Office



Adelaide House
39-49 **Adelaide** Street
Belfast BT2 8FD

email: nigel.robbins@economy-ni.gov.uk

1 June 2023

PROJECT GIGABIT – PUBLIC REVIEW

Dear Fiona McKeown,

I am writing to you further to a meeting attended by the Department for the Economy (DfE) and Local Council representatives on 4th April 2023, which was intended to update Local Councils on DfE's plans to launch a Public Review for the broadband intervention project known as Project Gigabit. As you may be aware, DfE is participating in the UK Government's Project Gigabit to develop a procurement approach with an ambition to improve gigabit-capable broadband across Northern Ireland, which is likely to be the first part of the UK, to have ubiquitous access to gigabit capable broadband, as a result of ongoing commercial investment and much needed public intervention, particularly in rural areas.

I would be most grateful if you would kindly encourage council officials to support awareness-raising of the upcoming Public Review. I can appreciate that this will be a particularly busy time for the council, and so DfE Telecoms has prepared some text which you may wish to consider posting on your council's website to help raise awareness and provide constituents with a link to access further information.

Below is a summary of Project Gigabit's aims and the Public Review exercise, which will launch on 5 June and close on 6th July 2023.

What Project Gigabit aims to achieve

The UK Government's ambition is to deliver nationwide gigabit-capable broadband as soon as possible. DfE recognises that there is a need for Government intervention in the parts of Northern Ireland that are not commercially viable. The UK government has committed £5 billion for the hardest to reach parts of the country, ensuring that all areas of the UK can benefit. This will be spent through a package of coordinated and mutually supportive interventions, collectively known as Project Gigabit.

As part of this, DfE is working in partnership with Building Digital UK (BDUK), an Executive Agency sponsored by The Department for Science, Innovation and Technology, to develop a procurement approach for funding contracts to suppliers delivering gigabit-capable wholesale infrastructure. BDUK will be allocating the entire capital funding requirement for Project Gigabit NI, with DfE, as the Contracting Authority, managing local project delivery requirements. The procurement approach for

Project Gigabit NI will be a successor to the transformational Superfast broadband programme, including Project Stratum.

Our goal is to ensure we target the parts of Northern Ireland that need Government support. A key step in this ambition is to identify areas which will be left out because they are not commercially viable.

Public Review

In December 2022, DfE launched an Open Market Review (OMR) Request for Information (RFI) to establish existing and planned coverage of broadband services within the geographic area outlined in the PR documentation over the next three years (and beyond, if available). DfE sought responses from all existing and prospective broadband infrastructure suppliers that operate, or are planning to operate, within Northern Ireland.

DfE has assessed the industry's responses to the OMR and is now conducting a Public Review (PR) to validate the results of the OMR, including seeking validation of the eligibility of the premises for subsidy. The PR seeks information about current broadband network coverage and any future plans to roll out broadband infrastructure, particularly within the next three years. The PR will be open for feedback from any interested stakeholders and will run for one calendar month. When completed, DfE will confirm the eligibility of the premises for procurement(s) and will publish an Outcome Report outlining postcode level maps of the final Unique Property Reference Numbers (UPRNs) which have been designated as 'white' and eligible for subsidy under the Gigabit Infrastructure Subsidy scheme.

What support we encourage from Local Councils

DfE is keen to ensure that as many stakeholders as possible are aware of the Public Review, so we are asking that Local Councils help us to publicise the PR on their websites, on social media platforms, and any other means that Local Councils consider helpful. To this end we have provided below some suggested text that you might want to use. This includes links to the PR documents on the DfE website, as well as a link to an online address checker which allows users to find out how addresses have been assessed by DfE based on the information currently available. Contact details are provided if stakeholders want to get in touch with DfE.

SUGGESTED TEXT FOR LOCAL COUNCIL WEBSITE:

[Start of text]

Project Gigabit

The UK Government's ambition is to deliver nationwide gigabit-capable broadband as soon as possible. The Department for the Economy (DfE) recognises that there is a need for Government intervention in the parts of Northern Ireland that are not commercially viable. The UK government has committed £5 billion for the hardest to reach parts of the country, ensuring that all areas of the UK can benefit. This will be spent through a package of coordinated and mutually supportive interventions, collectively known as Project Gigabit.

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*DfE has published a **Request for Information that can be read on DfE's website at www.economy-ni.gov.uk** and is also providing an **online address checking facility** at <https://consultations.nidirect.gov.uk/dfe/project-gigabitni-open-market-review-public-review> to allow the public, business and anyone interested in the Public Review to see how DfE has currently categorised addresses, as well as contact details to provide feedback to DfE.*

Next Steps

The outcome of the Public Review will inform the procurement(s) that DfE will take forward and further information will be made available on the DfE website in the coming months following the conclusion of this Public Review.

[End of text]

Summary of next steps in terms of what will happen when the PR closes

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The outcome of the Public Review will inform the procurement(s) that DfE will take forward and further information will be made available on the DfE website in the coming months following the conclusion of this Public Review.

We expect to be able to recommend the business case to the Department of Finance for approval later this year, prior to launching a competitive procurement process. Contract award is expected in Spring 2024, subject to internal approvals.

I hope you can help the Department with this important project, and I look forward to working with your Local Council over the coming months to achieve our ambition of further improving the availability of gigabit-capable broadband across Northern Ireland.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Nigel Robbins', with a long horizontal flourish extending to the right.

NIGEL ROBBINS
Broadband Project Director
Department for the Economy

Appendix 3 – Branded Jute Shopping Bags Designs

