

## Memorandum of Understanding between Trail Management Organisation and Local Development Company for a trail on the Walks Scheme

### Introduction

The Walks Scheme facilitates the development and maintenance of key walking trails by private landholders. The scheme is administered by 20 Local Development Companies who deliver the scheme in their area on behalf of the Department of Rural and Community Development (DRCD). (Appendix 1)

DRCD funds 21 Rural Recreation Officers (RROs) in these Local Development Companies, with a contribution from Fáilte Ireland, to assist with the delivery of the Scheme and support other rural recreation initiatives at a local level.

This Memorandum of Understanding agreement applies to all trails that are fully or partially covered under the Walks Scheme.

Building on the strong working relationship between landowners, Trail Management Organisations and Local Development Companies under the Walks Scheme, this Memorandum of Understanding (MoU) sets out the agreement between **(insert Trail Management Organisation)** [hereafter referred to as the Trail Management Organisation] who developed and are actively involved in maintaining and promoting the **(insert trail name)** and **(insert Local Development Company)** [hereafter referred to as the Local Development Company] who are responsible for administering the Walks Scheme in **(insert relevant area)**.

The role that the Trail Management Organisation has played in bringing the trail to a stage where it is eligible to be included on the Walks Scheme is recognised and appreciated.

The parties to this agreement acknowledge that each entity has come to this process in a spirit of collaboration and cooperation; and that decisions should be made on the basis of consensus.

This agreement is not legally binding but rather gives clarity to all parties of what is expected and is done in the spirit of partnership to ensure good working relationships.

This agreement does not change the ownership of the materials on the trail that were supplied by the Trail Management Organisation. In order to document the infrastructure/trail furniture already provided by the Trail Management Organisation, the Trail Management Organisation may develop an asset register containing details of trail furniture etc. in situ at the time of joining the Walks Scheme and provide this to the Local Development Company.

The trail will offer access to the public in accordance with the Sport Ireland *Walking Trails Criteria for Ireland* and this MOU reflects the varied interests and concerns of the landowner, the Trail Management Organisation and the Local Development Company.

### **Role of the Trail Management Organisation**

The Trail Management Organisation is uniquely placed to promote the trail they helped to develop to ensure their use by locals and visitors is maximised.

Trail Management Organisation volunteers should:

- report observations in respect of trail maintenance issues directly to the RRO via agreed mechanism
- promote the outdoor rural recreation agenda at a local community level
- support volunteering initiatives relating to the delivery of walking festivals and other outdoor rural recreation events, including outdoor recreation community engagement events, which will expand the use of the walk by locals.
- support the Local Development Company to deliver effective health and well-being initiatives such as social prescribing initiatives, which use the trails as an intrinsic resource and tool by which to build healthy communities particularly in the area of mental health.

### **Role of Local Development Company**

The Local Development Company should:

- manage the Walks Scheme at local level using a holistic integrated company-wide development approach
- source a multiplicity of available resources, where applicable, from the Rural Social Scheme and/or the Rural Recreation Officer etc.,

- leverage funding from sources such as ORIS, Healthy Ireland, the EU LEADER programme, etc.

The Local Development Company is a company limited by guarantee and a registered charity, which is legislatively bound to adhere to the code of good governance in the discharge of all its functions and responsibilities. Delegation of responsibilities to any third parties is not possible under the code of good governance.

In line with the code of governance requirements, the management of all contracts is overseen by the CEO of the Company reporting to the Board of the Local Development Company. The Board of the Local Development Company has overall responsibility for the management of the Service Level Agreement (SLA) between DRCD and the Local Development Company to implement the Walks Scheme within a defined area, which includes both:

- The Walks Scheme
- The role of Rural Recreation Officer (RRO)

The role and associated responsibilities of the Local Development Company is clearly defined in the relevant existing contractual (SLA) arrangements. As per the contract, the Local Development Company is resourced with the RRO role [delete this section if RRO not in place] for the delivery of the Walks Scheme and associated recreational services. A copy of an SLA can be found at Appendix 2.

The Rural Recreation Officer:

- Undertakes the work in line with the guidance and instruction of an assigned senior level Manager within the relevant Local Development Company.
- The RRO works with and supports all stakeholders; landowners, community groups, and committees with the running of the Walks Scheme, and managing the sections of trail on the scheme.
- The RRO has responsibility for [insert area covered by RRO]. Priority will be given to the development of approved trails on the Walk Schemes.

Where part of the trail traverses public lands, the Local Development Company will consult with relevant State Agencies to develop a funding and support strategy to enhance and utilise available appropriate State property for recreational purposes (in consultation with DRCD).

The Local Development Company will liaise with local communities and the Trail Management Organisation where active to provide access advice, support and funding for the development and improvement of recreational projects, activity tourism and related infrastructure.

## **1. Point of Contact for the Trail**

The Local Development Company will be the point of contact for the Department of Rural and Community Development in relation to the sections of trail which are on the Walks Scheme.

The Trail Management Organisation and landowners should contact the RRO in the Local Development Company with any queries they have with regard to the Walks Scheme.

Once a trail is approved to join the Walks Scheme, the Local Development Company and Trail Management Organisation will agree the point(s) of contact for members of the public and for Sport Ireland in respect of the entire trail. The contact may be listed as both the Local Development Company and the Trail Management Organisation.

*To note: Under Embracing Ireland's Outdoors, the National Outdoor Recreation Strategy 2023-2027 there is a proposal to establish a County Outdoor Recreation Stakeholder Forum for local stakeholders including Trail Management Organisations and Local Development Companies. This will provide a forum for discussion on strategic outdoor recreation priorities for each county.*

## **2. Communications**

To ensure the effective management of the trail, clear and regular communication between all the parties is essential.

The Local Development Company and Trail Management Organisation will meet at least twice per year [Insert different frequency where alternative structure already exists or by agreement

between both parties] to discuss and agree the ongoing maintenance, monitoring and development of the elements of the trail, which are on the Walks Scheme.

### **3. Public Liability Insurance**

For a trail to be included on the Walks Scheme, it must be inspected by Sport Ireland against the Walking Trails Criteria for Ireland and included on the National Trails Register, which is maintained by Sport Ireland. Once included on the register, Public Liability insurance cover will be provided by Sport Ireland for all private landowners and Walks Scheme participants on the trail. Any excess on the insurance policy related to a claim against a Walks Scheme participant is covered by DRCD otherwise the excess will be borne by Sport Ireland.

The insurance policy will also cover the Trail Management Organisation and the Local Development Company on request to Sport Ireland.

Information on the public liability insurance policy will be communicated to Walks Scheme participants by the Local Development Company.

If the Local Development Company or Trail Management Organisation is contracting out work to a third party or utilising volunteers, they should ensure that they are also suitably insured.

### **4. Trail Management and Monitoring**

#### Trail Management Plan

The Walking Trails Criteria for Ireland requires that there is in place a Trail Management Plan which includes a schedule for the maintenance and monitoring of a trail.

When a trail joins the Walks Scheme, the Local Development Company will take over responsibility for the management of the ongoing monitoring, maintenance and upkeep of the section of the trail which is covered by the Walks Scheme.

#### Trail Maintenance

The Local Development Company and Trail Management Organisation should together review the Trail Management Plan for the trail once it is approved to join the Walks Scheme and as

required thereafter. The plan should reference the sections on the Walks Scheme which will be maintained under work plans within the Walks Scheme framework. In addition, the plan will identify the work to be done on the rest of the trail (not covered by the Walks Scheme) and responsibility for work to be completed will be by local agreement between the Trail Management Organisation and Local Development Company.

The Trail Management Plan should include details of the maintenance to be done such as litter picking, raking of leaves, filling of potholes, pruning back of overhanging or encroaching branches and vegetation and the maintenance of structures such as stiles, footbridges, gates etc. It should also include details of who will do the work.

The Local Development Company and Trail Management Organisation shall keep written dated records of any works carried out that they are responsible for. In the case of the sections of the trail on the Walks Scheme, the section work plans will form the basis for these records. The records will be reviewed by Sport Ireland during trail inspections and may be required as evidence in the event of a claim for injury by a member of the public.

The Trail Management Plan should be reviewed and amended as appropriate. This should be done in consultation with the Trail Management Organisation once the trail is approved to join the Walks Scheme.

The Local Development Company and Trail Management Organisation should agree within the Trail Management Plan who assumes responsibility for the maintenance and upkeep of the trail and trail structures on all other sections of the trail which are not included on the Walks Scheme.

Trail Management Organisations may submit maintenance and trail improvement proposals for consideration to the Local Development Company. These must be given due consideration, subject to available budgets and value for money assessment, and all requests must be responded to in writing or via email within one month.

The Local Development Company should notify the Trail Management Organisation in advance of any contractor commencing previously agreed work on a Walks Scheme trail. Where emergency works need to be completed this may not be possible.

### Trail Monitoring

The condition of the trails must be monitored on a routine basis. The frequency of monitoring can be determined by taking several factors into account. For example, an 'Easy' trail will need more monitoring than a 'Difficult' trail. Likewise, a very popular and well used trail will need more frequent monitoring than a less popular trail. Additional inspections may be required following severe weather. The frequency of monitoring should be included in the Trail Management Plan. At a minimum the trail should be walked and inspected twice a year.

Sections on the Walks Scheme must be inspected by the Local Development Company as part of their remit under the scheme but it can be inspected by the Trail Management Organisation also if they have the resources available. The Local Development Company and Trail Management Organisation should agree who has responsibility for monitoring sections of the trail not on the Walks Scheme. All monitoring arrangements and responsibilities should be documented in the Trail Management Plan

The Trail Management Organisation and Local Development Company will discuss the condition of the trail at each bi-annual meeting and detail any works required, particularly those raised in Sport Ireland inspection reports.

### Walks Scheme Operational Plan and Annual Report

The Local Development Company provides an annual Walks Scheme operational plan to DRCD. This will be shared with the Trail Management Organisation. The Local Development Company also submits an Annual Report to DRCD by the end of January detailing work, actions and activities undertaken, progress and outcomes for the previous year, including work undertaken in conjunction with or on behalf of Fáilte Ireland, which were detailed in the Operational Plan for that year. Within reason and within the resources available, the report should reference economic impact and job creation arising from the delivery of the Scheme. The annual report will be shared with the Trail Management Organisations.

## Community Employment & Rural Social Scheme Programmes

Where appropriate, Community Employment (CE) and Rural Social Scheme (RSS) programmes may assist in maintaining the trail. This work will be overseen by the Local Development Company. Some CE schemes, run by community groups or the Trail Management Organisation, can also work with the Local Development Company in maintaining the trails.

## Materials

All works on the trail will be undertaken in a manner which is sensitive to the environment and farmers' needs. All materials will be procured under the national procurement guidelines using the Most Economically Advantageous Tender (MEAT) to ensure materials are of the highest standard, the replacement or construction of surfaces/ furniture should aim to achieve durable and/or low maintenance requirements, as befits the natural environment. Guidelines may be available for strategic longer routes.

## **5. Re-routing of trail**

### Re-route for enhancement of the trail

Should a section of the trail which is covered by the Walks Scheme need to be re-routed for enhancement of the trail or to bring the trail off-road, the Local Development Company will do this in consultation with the Trail Management Organisation and other stakeholders.

### Emergency re-routes

Should a section of the trail which is covered by the Walks Scheme need to be re-routed in an emergency, the Local Development Company will inform the Trail Management Organisation of the re-route of the trail as soon as is practical.

## **6. Promotion/ Publicity**

The Local Development Company will advertise and promote any relevant services or activities it is undertaking or involved with, to promote rural recreation.

The Local Development Company and Trail Management Organisation will work together in relation to publicity for the trail and events such as local walking festivals. The Local

Development Company and Trail Management Organisation should also liaise with all community groups and walking clubs who have an active interest in the trail.

The Local Development Company and Trail Management Organisation will ensure that all signage, reports and media publicity relating to the trail references the contribution of all partners and is in accordance with DRCD guidelines.

## **7. Trail Closure**

The Local Development Company, Trail Management Organisation or landholder may from time to time wish to close the trail (or part thereof) for health and safety reasons relating to the carrying out of maintenance works. Where possible, the Local Development Company and Trail Management Organisation should discuss the timing, extent and nature of the activities in advance.

The Local Development Company will also immediately inform the DRCD of any closures.

## **8. Funding**

The Local Development Company will apply to the DRCD Walks Scheme Unit for funding for the development and upkeep of the sections of trail on the Walks Scheme, in consultation with the Trail Management Organisation.

The Trail Management Organisations may submit maintenance and trail improvement proposals for implementation to the Local Development Company, which must be given due consideration, subject to available budgets and value for money assessment.

The Local Development Company will also support applications for funding by the Trail Management Organisation or other Community Groups for the trail outside the Walks Scheme such as through the Outdoor Recreation Infrastructure Scheme (ORIS), LEADER etc. All applications will be submitted in consultation between the Local Development Company and the Trail Management Organisation.

The Local Development Company will provide a report to the Trail Management Organisation, if requested, of all Walks Scheme and ORIS funding that has been spent on the trail in the previous year.

#### **9. Dispute Resolution Mechanism**

The parties shall seek to work in partnership and shall seek to resolve any disputes between them arising out of or relating in any way to the issues covered by the MoU amicably. In the event that any dispute cannot be resolved to the agreement of both parties, an independent mediator, agreed by both parties should be consulted, dependent on funding being made available by DCRD.

#### **10. Agreement Term**

The term of this agreement is for the duration of Walks Scheme, which is usually five years and will commence when it is signed by all parties. The agreement may be extended through the agreement of all partners.

Name \_\_\_\_\_ (Block capitals)  
(Local Development Company CEO)

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_ (Block capitals)  
(On behalf of Trail Management Organisation)

Signed \_\_\_\_\_

Date \_\_\_\_\_

<b>Contact for Sport Ireland Outdoor queries &amp; website</b>	
Name	
Contact number / email	
<b>Contact for public queries</b>	
Name	
Contact number / email	

## Appendix 1 – Local Development Companies

	County	Name of Local Development Company
1	Cavan and Monaghan	Cavan County Local Development Company
2	Clare	Clare Local Development Company
3	Cork	West Cork Development Partnership
4	Cork	IRD Duhallow
5	Donegal	Donegal Local Development Company
6	Galway	Forum Connemara
7	Kerry	South Kerry Development Partnership Ltd
8	Kerry	North East & West Kerry Development Company
9	Kilkenny	Kilkenny Leader Partnership
10	Laois and Offaly	Laois Partnership Company
11	Leitrim	Leitrim Development Company
12	Limerick	Ballyhoura Development CLG
13	Louth	Louth Local Development
14	Mayo	South West Mayo Development Company
15	Roscommon and Longford	Roscommon Leader Partnership
16	Sligo	Sligo Leader Partnership Company
17	The Islands	Comhar na nOileán Teo
18	Tipperary	South Tipperary Development Company Ltd
19	Waterford	Waterford Leader Partnership CLG
20	Wicklow	County Wicklow Partnership

## Appendix 2 – SLA for the Walks Scheme

### Service Level Agreement between the Department of Rural and Community Development (DRCD)

and

### to implement the Walks Scheme

This Agreement between the Department of Rural and Community Development (hereafter referred to as “the Department”) of the one part and [REDACTED] (hereafter referred to as “the Company”) having its registered office at **(Local Development Company Address)** of the other part, will take effect from 01/01/2022 and continue on an annual basis for the period of three years to the 31/12/2024, subject to the availability of funding.

This is an agreement for the purpose of setting out the terms and conditions relating to the delivery of the Walks Scheme and associated recreation services, relevant to the area serviced by this Agreement – **County XXXXXXXX**, on behalf of the Department. These services shall include inter alia, the implementation of the Walks Scheme (subject to the provisions of this contract) and other actions to implement relevant objectives of the National Outdoor Recreation Strategy (NORS) once this is finalised. These services are outlined below and in Appendix 1 and may be amended by the Department from time to time and in particular following the publication of the NORS.

Arising from this agreement, **(Local Development Company)** undertakes to deliver all the actions arising from the management and implementation of the Walks Scheme and in addition any other recreation services on behalf of the Department including where relevant the objectives of the NORS:

- promote and encourage the development, delivery and improvement of recreational projects, infrastructure and activities including land, water and air based activities;
- develop, improve and promote other outdoor recreational activities including mountain access;
- cooperate with the implementation of the NORS (once published) to a reasonable level within the limits of their allocated resources;
- co-operate with State Agencies, local/regional authorities and community groups to develop, deliver and improve the range of outdoor recreational activities;
- develop or support any other activities/initiatives identified and deemed suitable and consistent with this Agreement, by the Department from time to time.

It is hereby agreed that the Department will provide annual funding **(INSERT AMOUNT)** to the company to provide the services indicated subject to the terms and conditions set out below.

It is hereby agreed that the company will contract to provide the services indicated subject to the terms and conditions set out below.

#### Recreation Services

The Company will;

1. Co-operate with neighbouring LDCs and other LDCs to develop trails in their territories to the reasonable level possible within their allocated resources. Priority will be given in the development to approved trails on the Walk Schemes. The support from the RRO in the extended areas / neighbouring LDC areas will focus on advice on best practice and similar soft supports. It is expected that other LDCs who wish to avail of the services of the RRO beyond those supports will provide expense and other resources and agree the level of support with the LDC.
2. Produce an annual **Operational Plan by end Q1 2022** (with future plans for subsequent periods to submitted and agreed by end November of the final year of the existing contract) detailing plans to deliver specific prioritised actions supporting the objectives of the Walks Scheme and the NORS. The actions should be time bound and specify appropriate performance indicators, the expected outputs and outcomes, and any important coordination issues or critical success factors. Once approved, such plan and any subsequent plans shall form a substantive basis of these contractual arrangements, and will be included as an additional Appendix to this agreement. The Operational Plan will take account of relevant County, Regional Authority or State Agency plans concerning recreation or associated activities in the operational area. Where appropriate support in terms of adherence to regulation or related processes should be sought from such Authorities and agencies in relation to the operational plan.
3. Submit an **Annual Report** by the end of January detailing work, actions and activities undertaken, progress and outcomes for the previous year, including work undertaken in conjunction with or on behalf of Fáilte Ireland. The Annual Report should be aligned to the performance indicators, the expected outputs and outcomes which were detailed in the Operational Plan for that year. A full statement of accounts and bank reconciliation statements in respect of the funding received and expended in the previous financial year must also accompany the annual report. Within reason and within the resources available the report should reference economic impact and job creation arising from the delivery of the Scheme.
4. Where relevant, pursue potential for upland access and hill walking in conjunction with **Mountain Access Projects**.
5. **Where some trail traverses public lands, consult with relevant State Agencies** to develop a funding and support strategy to enhance and utilise available appropriate State property for recreational purposes (in consultation with the Department).
6. Co-operate with other agencies and bodies within reason and within our allocated resources on agreed projects and initiatives, including the development of any **Outdoor Recreation Plan** at a County level
7. **Liaise with local communities and trail management groups** to provide access advice, support and funding for the development and improvement of recreational projects, activity tourism and related infrastructure.
8. **Advertise and promote any relevant services** or activities it is undertaking or involved with, to promote rural recreation.
9. Administer these Services in accordance with any revised operating guidelines and/or instructions as may be issued by the Department from time to time.

The Department will:

10. Review and agree the objectives, targets and outputs specified in the Operational Plan with the Company.
11. Review the annual Operational Plan and provide any feedback to the Company,

12. Notify the Company of all revised operating guidelines and/or instructions issued in accordance with Paragraph 10.

### Responsibilities

The company will:

13. **Monitor and control expenses** associated with the delivery of contracted services to ensure all expenses are fully vouched and necessary, relate solely to the delivery of the contracted services and represent best value for money. Provide details of all expenses and charges (including Employers' PRSI) under the administration budget to the Department when required.
14. Ensure that **travel and subsistence rates** paid do not exceed the relevant rates and guidelines that pertain in the Civil Service at the time and only apply in relation to the use of the employees own private vehicle.
15. Only make payments in respect of original invoices that are numbered, dated and contain a **VAT** number. Where a supplier is not registered for VAT payments should exclude VAT.
16. **Maintain records and accounts** in relation to funding and expenditure in a safe and secure manner, having due regard to data protection legislation.
17. Make all **records available for audit/inspection** by the Department or its agents, including any visits to work projects, which the Department may consider necessary.
18. Maintain a **separate bank account** for all services delivered under this SLA. All monies received, are to be lodged to this account and shall only be used for the purpose of delivering services which are subject to this contract. The records must be kept in such a manner so as to provide a full paper trail verifying all income and expenditure in relation to administration of the Walks Scheme and the same for any recreational funding undertaken.
19. Provide a full statement of **accounts and bank reconciliation** in respect of the funding received and expended in any financial year by end January of the following year.
20. Apply the contractual arrangements in this Agreement, as amended from time to time, to any unspent funds in respect of the Walks Scheme and any subsequent funds carried over from a preceding year.
21. Ensure payments are issued to Walks Scheme Participants in a timely manner once they fall due and once it has been verified that all specified works are being carried out satisfactorily.
22. Notify the Department immediately if for any reason a payment to a Participant is withheld, delayed or returned from the bank.
23. Subject to its Operational Plan, where appropriate, work in conjunction with Fáilte Ireland to assist in the development and marketing of recreation projects and initiatives in key tourism areas and assist in improving the visitor experience of recreational users and activity tourists. Such work should be proportionate to the amount of funding provided by Fáilte Ireland.
24. Notify the Department immediately if for any reason a trail is closed, or any issues that may arise that bring the Walks Scheme into disrepute.

The Department will:

25. Fund the Company the sum of €XXXXX for 2022, as set out in Appendix 3, for the deliverables of this contract; this is inclusive of all costs and is subject to funding being made available by Government and annual review of the level of funding.

26. Provide an administration payment to the Company each year for the delivery of the Walks Scheme and the agreed recreational services,
27. Provide funding to the Company each year in respect of the landowners participating in the Walks Scheme. This funding will be provided in two tranches (Q2 and Q4), to ensure consistency with the existing schedule in place for payments to Walks Scheme participants.
28. Provide a materials budget to the Company in respect of each trail subject to funding availability. This budget may be topped up once a year on receipt of proof that 80% of the original grant has been spent.

### **Accountability**

The Company shall:

29. Comply with the highest standard of transparency and accountability as documented in Department of Public Expenditure and Reform Circular 13/2014 – Management of and Accountability for Grants from Exchequer Funds <http://circulars.gov.ie/pdf/circular/per/2014/13.pdf>
30. Provide the names and company contact details of any individuals employed by them to deliver the contracted services and indicate who will be responsible for communications between the Department and the Company.
31. Notify the Department immediately of any changes with regard to individuals employed or their contact details.
32. Not offer terms of employment less than those provided in relevant legislation.
33. Agree to implement services in accordance with the provisions of all applicable statutes, regulations, by-laws, National and EU Legislation, including all legislation affecting employment and health and safety and public financial procedures, including public procurement and environmental standards and shall be deemed to have made themselves aware of all the relevant legislation and standards. The Company shall nominate to the Department a person whose responsibility it shall be to ensure compliance with the terms and conditions of this agreement.
34. Ensure that all services delivered under this agreement are supervised to a level and quality which is satisfactory to the Department.
35. Ensure that the terms and conditions of its insurance policy are met.
36. Indemnify the Department against any liability howsoever arising as a result of any action or injury to any person, as a result of any work done in connection with this agreement or any activity relating to it whether now or in the future.

### **Reporting**

The Company will:

37. Monitor and report annually (by end January of the following year) on objectives, targets and outputs specified in the Operational Plan to ensure economic effectiveness and value for money in relation to the services being delivered under this contract.
38. Monitor and report annually on expenditure relating to the administration of the funds associated to the Service Level Agreement, including in respect of any unspent funds by January 31 for the preceding financial year up to December 31. A template for this return will be provided by the

Department, and opening balances and all expenditure should be noted on this return together with a closing balance as of December 31.

39. Monitor and report biannually on expenditure under the Materials Budget, including in respect of any unspent funds.
40. Monitor and report biannually on payments to participants in the Walks Scheme and provide information regarding participant funds on hand or any over or underpayments from previous rounds of funding together with explanations of any amounts which remain unpaid.

The Department will:

41. Co-ordinate activities nationally in consultation with Fáilte Ireland and other stakeholders.
42. Provide support and advice (in conjunction with Fáilte Ireland where applicable), to the Company.

### **General**

The Company shall:

43. At all times be an independent contractor for all purposes and all persons recruited by the Company shall be their sole responsibility. It is agreed and understood that in no way shall any person employed by the Company, in any capacity whatsoever, in relation to the services being delivered, be considered to be an employee of the Department.
44. Ensure that, where relevant, the nature of all works, being carried out under this agreement are in accordance with attached guidelines at Appendix 1.
45. Ensure that relevant personnel involved in the delivery of frontline services under this agreement should be titled Rural Recreation Officer (RRO), to maintain the existing profile and branding that has been established to date.
46. Set the level of remuneration and leave entitlements for personnel involved in the delivery of services under this contract, having regard for the agreed revised financial position for the RRO salary and associated costs, and ensuring relevant legislation is complied with.
47. Have sole discretion regarding the matter of remuneration for personnel whilst absent from work for whatever reason be it due to illness or otherwise, as this is a matter for the Company in its capacity as employer.
48. The Department will not be responsible for any loss, damage claim or demand arising due to the negligence or breach of duty of the Company, their officers, servants, agents, or any third party.

### **Termination**

49. The Department has the right to terminate this Service Level Agreement at any time without prejudice to its other rights and remedies in law or in equity on the happening of any of the following events:
  - a. should the Company fail, in the Department's opinion, to operate this agreement in accordance with the terms and conditions specified herein,
  - b. fail to conduct the operation and administration of this agreement to a standard satisfactory to the Department,
  - c. if the Company ceases to function,

- d. if in the opinion of the Department there has been significant mismanagement or misappropriation of public funds or fraudulent activity. In this respect the opinion of the Department shall be final and conclusive,
  - e. in the event of a shortfall in or termination of public funding, whereby 6 months' notice will be given
50. Any termination arising under Paragraph 49 shall take effect on receipt of a letter of termination from the Department. In the event of any such termination, no claim shall be made against the Department in respect of any loss or damage arising from such termination and the Department shall have no obligations from the date of such termination to the Company or any other person.
51. In the case of any of the events specified in Paragraph 49 occurring, all or such portion of the public funding contribution as the Department may determine, paid or to be paid to the Company shall be reimbursed to or withheld by the Department.
52. The Company shall notify the Department, in writing, immediately upon the occurrence of any of the following events:
- a. if the Company is at any time adjudged to be bankrupt;
  - b. if a winding up order is made or a resolution for a voluntary winding up is passed with respect to the Company or if any other circumstances arise that could cause the Company to be wound up;
  - c. if a Liquidator, Reviewer or Manager is appointed over any asset of the Company; or
  - d. if distress or execution is levied against any asset of the Company, or if any judgement against the Company shall remain unsatisfied for a period of 21 days following service of a demand for payment on foot thereof.
53. In the event of the happening of any of the events described in Paragraph 52 above, the Department is entitled to terminate this Contract summarily and such termination shall not prejudice or affect any rights of action or remedy, which shall have accrued or shall thereupon accrue to the Department, and in any of these events, all or such portion of the Public funding contribution, as the Department may determine, paid or to be paid to the Company shall be reimbursed to or withheld by the Department.

### **Entire agreement**

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in this Agreement.