

TERMS OF ENGAGEMENT (V7)

This Agreement is between Teagasc Advisory Service (Teagasc) and you as a recipient of our services.

1. Teagasc Advisory Service

- 1.1 Teagasc advisory service includes Teagasc staff as well as any parties nominated by Teagasc to act on its behalf.
- 1.2 Teagasc Advisory Service subscribes to the promotion of high standards, ethical awareness and best practice. As part of those standards, these terms of engagement are issued and agreed prior to any work being undertaken.
- 1.3 These Terms of Engagement set out the terms on which our programme will be provided.
- 1.4 You acknowledge that the Teagasc advisory service is provided to you as a farmer in the course of your business.

2. Scope of Programme

- 2.1 Our services to you will generally be provided by a designated Advisor and the services to be provided and charges are available on request. The price of services provided to you by Teagasc is based on standard times for the provision of the various services. It is Teagasc policy that visits, consultations and office consultations are interchangeable with regard to contract delivery to you. If you feel you haven't got an appropriate allocation of time to service your contract please contact your Teagasc Regional Manager who will analyse our service provision and make good any time deficit. By engaging our services under this Agreement you acknowledge that our services and fees are acceptable to you. You accept that the services to be provided by Teagasc are subject to the Teagasc Scheme Assistance Request Form.

3. Commencement and Termination of Agreement

- 3.1 Teagasc will owe clients a duty of care only as and from the date of receipt of contract fee or date of signing scheme assistance request form **whichever is the earliest**.
- 3.2 Teagasc cannot agree to undertake scheme work without adequate notice. A minimum of one months' notice is required in all cases to ensure scheme deadlines are met.
- 3.3 Teagasc shall upon receipt of any notice or requirement in writing to terminate the Agreement in accordance with Clause 12, proceed in an orderly manner but with all reasonable speed to take such steps as are necessary to bring to an end its services under this Agreement. Teagasc reserves the right to terminate this Agreement in accordance with Clause 12 and Clause 7.3.

4. Responsibilities

Teagasc's responsibilities are to:

- 4.1 Observe confidentiality at all times.
- 4.2 keep and maintain appropriate records of work completed and make them available to you upon request;
- 4.3 provide reports when requested on the progress of any work being completed on your behalf;
- 4.4 Keep records in compliance with the Data Protection legislation.

Your responsibilities as the client are to:

- 4.5 ensure that records of your business activities are correct and up to date to meet the requirements of the programme and that you provide the information, records and documents required by your Teagasc Advisor within 21 working days.
- 4.6 ensure that all documentation is submitted with applications and the responsibility for meeting any deadlines in relation to the

submission of any such applications rest solely with you. (Teagasc accepts no responsibility whatsoever for the submission of applications on behalf of you within any deadlines stated);

- 4.7 disclose all relevant information to enable us to complete the work within agreed timescales;
- 4.8 allow Teagasc full and free access to all financial and management records
- 4.9 Ensure you are familiar with and abide by DAFM terms and conditions for schemes (supplied by DAFM) and abide by approval dates as specified by DAFM when commencing capital or development work.
- 4.10 You are responsible for any scheme remuneration consequences of any departure from your scheme plan in terms of stock numbers, cropping or capital or environmental works.

5. Fees

- 5.1 Our fees are based on the current schedule of charges for the advisory service and are available on request. The fees for any additional work required which is not covered by these terms will be agreed with you in advance of that work being carried out.
- 5.2 Any expenses incurred whilst working on your behalf will be charged in addition to our fees and appropriate records will be kept and will be available for inspection. Such expenses may, for example, include the use of meeting rooms and other facilities, internal printing, courier charges, and international and mobile phone calls.
- 5.3 Payment of advisory contract fees notified by contract renewal notice is due within 30 days from the issue date. The contract renewal notice is issued approximately one month before the end of the previous contract. Where payment has not been received within 30 days of renewal date we will withdraw from the provision of services, documents, information and advice without notice and terminate the engagement.

6. Retaining and Accessing Records

- 6.1 Information produced or relating to the work we undertake for you will be copied to you and should be kept by you for a period of no less than 6 years from the end of the year in question.
- 6.2 You agree that any work completed and work in progress for which payment is outstanding will be held by us until all fees relating to it have been paid.
- 6.3 Even where disagreement exists on the fees outstanding, you agree to pay the fees notified to you after which any disagreement raised by you will be investigated.

7. Confidentiality and conflicts

- 7.1 We agree not to share information relating to your business with any third party (other than parties nominated by Teagasc to act on its behalf) without your consent unless required to do so by law. Please note

that your information may be reviewed as part of our internal quality control review system. Please also note that Teagasc is subject to audit by the Comptroller and Auditor General for financial governance and Teagasc also occasionally engages external consultants to review certain programmes. By engaging our services you agree to us sharing information relating to your business with such parties.

- 7.2 Likewise you agree not to provide to or allow the use of any information and/or advice provided by us to you to any third party (including for any legal purpose) without our prior written permission. Also you agree not to reproduce or copy any materials or documentation which are provided to you without our prior written permission.
- 7.3 You recognise that we reserve the right to stop providing services to you in the event that a conflict arises between our duties to you and to another client. You will notify us promptly if you have any reason to believe that such a conflict has arisen or may arise.
- 7.4 We may communicate with you electronically (text, e-mail, social media etc.) and you accept the risks associated with such communications. We will not assume any liability or responsibility that may arise at law by any accidental or deliberate interception or corruption that may occur in the transmission of any electronic message to you. Because of the risk of interception and corruption, the contents of any electronic message cannot be guaranteed as being virus or error free.

8. Liability

- 8.1 We accept no liability for any losses arising out of the work carried out by us for you.
- 8.2 You accept that you are solely responsible for the accuracy of all documentation and/or information from whatsoever source furnished by you to Teagasc and no liability will be accepted by us where any loss or damage occurs as the result of you providing misleading, incomplete or false information.
- 8.3 You acknowledge that no liability shall attach to Teagasc in the event that any application is either rejected by, or a reduced or nil payment is made by, the Department of Agriculture as a result of any inaccuracies contained in the documentation and/or information furnished by you to Teagasc or any failure to provide relevant documentation.
- 8.4 The advice we give you is for your use solely and you agree not to provide it to any third party (including for any legal purpose) without our prior written consent. We accept no legal responsibility for any loss or damage flowing from the use by a third party, with or without our consent, of the advice given by us to you.
- 8.5 Teagasc accepts no responsibility to meet deadlines for the submission of applications on behalf of you. Responsibility for meeting deadlines for submission of all applications rest solely with you. You need to keep yourself informed of any relevant deadlines for submission of any applications that you propose submitting.
- 8.6 Teagasc takes no responsibility whatsoever for any schemes for which you intend to apply to the Department

of Agriculture which are or become suspended or withdrawn.

9. Freedom of Information

- 9.1 Teagasc undertakes to use its best endeavours to hold confidential any information provided by you, the client, subject to Teagasc's obligations under law including the Freedom of Information Act 2002.

10. Complaints and disputes

- 10.1 We want you to be entirely satisfied with the services provided to you. If, however, you are not, you should refer to your Regional Manager in the first instance. If the issue is not/or cannot be resolved by the Regional Manager it should be referred to the Director with responsibility for Advisory Services or their nominee. Any issue which cannot be resolved through this procedure should be dealt with through arbitration. The costs associated with arbitration will be borne equally by the parties to this Agreement.
- 10.2 If you feel that you have been unfairly treated or are not satisfied with our decision on your complaint, it is open to you to contact the Office of the Ombudsman.

11. Continuity Arrangement

- 11.1 In the event that we become unable to provide the services agreed as a result of the incapacity, death of your Teagasc Advisor or the unavailability of staff, Teagasc will endeavour to provide you with another adviser(s) as soon as possible thereafter.
- 11.2 In the case of schemes that require annual assistance (BPS, ANC, Derogation) you acknowledge that these Terms of Engagement and associated Teagasc Scheme Assistance Request Form shall govern the relationship between you and Teagasc on an ongoing basis from year to year unless the relationship is terminated in accordance with these Terms of Engagement.

12. Termination

- 12.1 Save as set out in clauses 5.3 and 11.2 this agreement shall terminate after a period of one year from the date of contract renewal.
- 12.2 Without prejudice to clause 5.3 Teagasc may terminate this agreement by giving 30 days written notice. All documents and information provided by you and remaining under Teagasc's control will be available for collection by you at the earliest opportunity. Teagasc may retain copies of such documentation.