

## TERMS OF ENGAGEMENT (V9)

This agreement is between Teagasc Advisory Service ('Teagasc') and you ('the Client') as a recipient of Teagasc's services (together referred to as "the Parties")

### 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 by Teagasc.
- 1.3 These Terms of Engagement set out the terms on which Teagasc's advisory services will be provided.
- 1.4 You acknowledge that the Teagasc Advisory Service is provided to you, the Client, as a farmer in the course of your business.
- 1.5 Where you are engaging Teagasc for services not relating to any Scheme, as set out in the Teagasc Scheme Assistance Request Forms, these Terms of Engagement shall nonetheless apply to your engagement of Teagasc for such non Scheme related services.

### Scope of Provision of Teagasc's Services

- 2.1 Teagasc's services to you will be provided by a designated Advisor and the various services and charges are available at <https://www.teagasc.ie>. The price of services provided to you by Teagasc is based on standard times for the provision of such services. It is Teagasc policy that visits, consultations and office consultations are interchangeable with regard to service delivery to you. If you feel you haven't received an appropriate allocation of time in respect of the provision of such services, you should contact your Teagasc Regional Manager who will analyse our service provision and, if applicable, make good any time deficit. By engaging Teagasc's services under this agreement you acknowledge that the 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 (where appropriate).

### 3. Commencement and Termination of Agreement

- 3.1 Teagasc owes clients a duty of care only as and from the date of receipt of contract fee by Teagasc or the date of signing the Teagasc Scheme Assistance Request Form by the Client, whichever is earlier.
- 3.2 Teagasc cannot agree to undertake scheme work without adequate notice. A minimum of one month's notice in advance of the relevant scheme deadline 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 11, proceed as soon as possible to take all necessary steps to bring to an end its services under this agreement. Teagasc reserves the right to terminate this agreement in accordance with these Terms of Engagement.

### 4. Responsibilities

*Your responsibilities as the Client are to:*

- 4.1 Complete a Teagasc Scheme Assistance Request Form in order to receive advisory assistance with Department of Agriculture, Food & Marine (DAFM)/EU schemes applications.
- 4.2 Ensure that records of your business activities are correct and up to date to permit Teagasc to provide the requested assistance, and that you provide the information, records and documents required by your Teagasc Advisor within 21 working days of being requested to provide such records.
- 4.3 Ensure that all information and documentation provided by you is current, valid, accurate and truthful.
- 4.4 Ensure that you provide to your Teagasc Advisor all relevant and necessary documentation required for any and all applications being made to DAFM by Teagasc on your behalf.
- 4.5 Provide your IBAN details to Teagasc. Teagasc acts as agent for and on your behalf and shall remit any payment it receives from DAFM to you in line with the terms and conditions of the relevant DAFM scheme.

- 4.6 Allow Teagasc full access to all relevant financial and management records relative to your farm and the scheme.
- 4.7 Ensure you are familiar with and abide by the terms and conditions for DAFM schemes (supplied by DAFM) and abide by approval dates as specified by DAFM when commencing capital or development work.
- 4.8 Be responsible for any scheme remuneration consequences of any departure from your scheme plan in terms of stock numbers, cropping or capital or environmental works.
- 4.9 Enable Teagasc to act as your agency for DAFM AgFood online applications by completing required "Authorisation" forms.
- 4.10 For the avoidance of doubt, your responsibilities as the Client referred to at clauses 4.1- 4.9 above are conditions of this agreement.

*Teagasc's responsibilities are to:*

- 4.11 Observe confidentiality at all times, in accordance with Clause 7 hereof.
- 4.12 Keep and maintain appropriate records of work completed and make them available to the Client upon request
- 4.13 Provide reports when requested on the progress of any work being completed on the Client's behalf.
- 4.14 Keep records in compliance with data protection legislation.

### 5. Fees

- 5.1 Teagasc's fees are based on the current Advisory Charges Summary and are available at <https://www.teagasc.ie>. The fees for any additional work required which is not covered by these terms will be agreed with the Client in advance of that work being carried out.
- 5.2 Any expenses incurred whilst working on the Client's behalf will be charged in addition to Teagasc's 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 by Teagasc within 30 days of the renewal date Teagasc will withdraw from the provision of services, documents, information and advice without notice and terminate the agreement.

### 6. Retaining and Accessing Records

- 6.1 Information produced or relating to the work Teagasc undertakes 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 Teagasc 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 Teagasc agrees not to share information relating to your business with any third party (other than parties nominated by Teagasc to act on its behalf and DAFM where appropriate) without your consent unless required to do so.

Please note that your information may be reviewed as part of Teagasc's internal 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 Teagasc activities. By engaging Teagasc's services you agree to Teagasc sharing information relating to your business with such parties. Also you agree not to reproduce or copy any materials or documentation which are provided to you without Teagasc's prior written permission.

- 7.2 You recognise that Teagasc reserves the right to stop providing services to you in the event that a conflict arises between Teagasc's duties to you and to another client. You will notify Teagasc promptly if you have any reason to believe that such a conflict has arisen or may arise.
- 7.3 Teagasc may communicate with you electronically (text, e-mail, social media etc.) and you accept the risks associated with such communications. Teagasc 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 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 Teagasc where any loss or damage occurs as the result of you providing misleading, incomplete or false information.
- 8.2 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, as a result of any inaccuracies contained in the documentation and/or information furnished by you to Teagasc or any failure by you to provide relevant documentation to Teagasc.
- 8.3 The advice Teagasc provides to you is for your use solely and you agree not to provide it to any third party (including for any legal purpose) without Teagasc's prior written consent. Teagasc accepts no legal responsibility for any loss or damage flowing from the use by a third party, with or without Teagasc's consent, of the advice given by Teagasc to you.
- 8.4 Teagasc accepts no responsibility to meet deadlines for the submission of applications on your behalf. Responsibility for meeting deadlines for submission of all applications rests solely with you. You need to keep yourself informed of any relevant deadlines for submission of any applications that you propose submitting.
- 8.5 Teagasc takes no responsibility whatsoever for any schemes for which you intend to apply to DAFM which are or become suspended or withdrawn.
- 8.6 The Client shall indemnify, defend and hold Teagasc harmless from any and all claims, liabilities, and causes of action for injury to or death of any person or damage to or destruction of property resulting from any and all negligent acts or omissions of the Client.
- 8.7 Teagasc shall not be liable for any indirect loss or consequential damage, including loss of goodwill, earnings, profit or data.
- 8.8 Teagasc shall not be liable for any losses where information or documentation is not provided to the advisor in a timely manner in advance of scheme deadlines.

### 9. Complaints and disputes

- 9.1 Teagasc wants 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 Teagasc Regional Manager it should be referred to the Head of Advisory Services (with responsibility for advisory services) or their nominee.

If you feel that you have been unfairly treated or are not satisfied with Teagasc's decision on your complaint, it is open to you to contact the Office of the Ombudsman. Any issue which cannot be resolved through this procedure, save for any dispute relating to outstanding fees due and owing by you to Teagasc, shall be referred to mediation facilitated by a mediator. The mediator will be chosen by agreement between the parties. In default of agreement, a mediator will be nominated by the Dublin Dispute Resolution Centre or, in the event of it being unwilling or unable to do so, by the President of the Law Society of Ireland. These provisions shall apply also to the nomination (whether by agreement or otherwise) of any replacement mediator where the original mediator (or any replacement) is conflicted from acting as mediator, or has been removed by Order of the High Court, or refuses to act, or is incapable of acting or dies. The fees and expenses of any mediator shall be split evenly by the parties. The parties shall bear their own costs in connection with any mediation.

- 9.2 Without prejudice to clause 9.1 of this agreement, Teagasc hereby reserves the right to enforce clause 5 and/or initiate any proceedings before the Courts of Ireland in respect of any fees due and owing by you to Teagasc on foot of the services provided to you arising out of or in connection with this agreement.

- 9.3 The Teagasc Data Privacy Notice detailing how your personal data is dealt with by Teagasc can be accessed under publications on the Teagasc Website at: <https://www.teagasc.ie>

### 10. Continuity Arrangement

- 10.1 In the event that Teagasc becomes 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 advisor(s) as soon as possible thereafter.
- 10.2 In the case of schemes that require annual assistance (e.g. BISS, CRISS, ANC, Nitrates 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.
- 10.3 In the event of you requiring assistance with new DAFM/EU schemes or a change in Teagasc Policy, you will be required to complete a new Teagasc Scheme Assistance Request Form.

### 11. Termination

- 11.1 Without prejudice to clause 5.3 Teagasc may terminate this agreement by giving 30 days written notice. Without prejudice to clause 6, 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.
- 11.2 In the event that this agreement between Teagasc and the Client comes to an end, it is the responsibility of the Client to notify DAFM and to withdraw authorisation for Teagasc to act on the Client's behalf.

### 12. No Waiver

- 12.1 No failure to exercise, or delay in exercising, any right or remedy provided for under this agreement shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.