

## Appendix 1

### Memorandum of Understanding (MOU)

<b>Purpose</b>	This Memorandum of understanding (“this MOU”) is an overarching and legally enforceable agreement which sets the context and relationship between Belfast City Council and the Cavehill Mountainbikers Club regarding the pilot use of a mountain bike trail in Cave Hill Country Park.
<b>Version</b>	10
<b>Date</b>	12/10/2021
<b>Parties</b>	<p>Belfast City Council (“BCC”)</p> <p>Belfast City Council is the local government authority with responsibility for the city of Belfast, the capital and largest city of Northern Ireland. The Council serves an estimated population of 333,871 (2011), the largest of any district council in Northern Ireland, while also being the fourth smallest by area.</p> <p>A number of informal, ridden in, mountain bike trails exist across Cave Hill Country Park. As the landowner Belfast City Council is seeking to manage its responsibility under the Occupier’s Liability (NI) Act 1957 whereby it has a duty of care to all users of the Country Park. Elected members representing North Belfast have agreed to test a pilot approach to the management of natural trails based on a model previously implemented by Forestry and Land Scotland. The pilot will focus on the ‘The Middle’ trail (see Appendix 1) and will identify and test an approach for the mechanism for the management, inspection and maintenance of such mountain bike trails.</p>
	<p>Bernard McClure, Simon Johnston, John O’Neill and Steven Rainey, whose addresses are known to BCC, on behalf of Cavehill Mountainbikers Club (“CMC”). BCC will not disclose these addresses to any third party, unless compelled by law to do so.</p> <p>CMC is dedicated to the advocacy, stewardship and development of a Cave Hill Mountain bike trail network on behalf of its users.</p> <p>CMC work to facilitate an independent voice for mountain bike trail users, promote a culture of responsible stewardship of a trail network, and to generate funds to put back into the trails and community. The charity aims to manage trail maintenance, improvement and development in partnership with local landowners and managers.</p>

## **Background**

1. Mountain biking has seen significant growth in participation in Great Britain and Ireland. This has been reflected in both the development of purpose-built mountain bike trail centres and an increase in the use of unauthorised mountain bike trails developed without permission from the landowner. The latter are primarily natural trails or desire lines.
2. Unauthorised or natural mountain bike trails are viewed by mountain bikers as an important contribution to local economies, providing physical and mental health benefits, offering sporting challenges, providing a connection with nature, and giving people opportunities to test their skills.
3. While the vast majority of mountain bikers who access land do so responsibly, there are more and more examples of situations in which land managers are experiencing problems relating to unauthorised trail building. In summary, these include potential risks to other users, conflict with other users, disruption to land management practices, negative impacts on the natural and or built environment.
4. Many public land managers across Great Britain and Ireland (e.g. Coillte, Natural Resources Wales and Forestry and Land Scotland) have proactively engaged with the mountain bike community to develop new ways of working through appropriate agreements that reflect their aspirations and capacity. In Scotland, the National Access Forum has engaged with landowners and the mountain bike community to develop solutions and guidance. "Unauthorised Mountain Bike Trails – A guide for managers and riders" was published in 2018. Both parties believe that this publication provides an underlying approach suitable for adoption in the context of trail management in Cave Hill Country Park.

## **Developing shared understanding and solutions**

5. CMC is one of the first formed in Northern Ireland specifically to engage with BCC regarding a formal approach to developing mountain bike trails in Cave Hill Country Park. The initial focus is 'The Middle' trail pilot. This will benefit both the Council and users while establishing and embedding a culture of responsibility and sustainability.
6. BCC has been working to ensure they operate within legislation such as Occupier's Liability (NI) Act 1957 and to reflect best practice for the management of outdoor recreation whilst ensuring that the Cave Hill Country Park site remains both safe and appealing to a wide range of users.
7. Both BCC and CMC are committed to follow the guiding principles of the Visitor Safety Group and adopting good practice in relation to the development of natural mountain bike trails
8. The aim is to develop mutual respect for the rights and responsibilities of mountain bikers, all other park users and the landowner (BCC). Achieved through joint working such as that proposed in this MOU.

## **Duration and Review of the Agreement**

9. The agreement will commence on xx/xx/21 and will be for 2 years.
10. Any extension of this MOU is strictly subject to successful conclusion (in the opinion of the Council) of the pilot focusing on 'The Middle' trail, satisfactory review and evaluation and internal Council committee approval. Notwithstanding any other provision of this MOU, the parties agree that this MOU constitutes a legal, valid and binding agreement of each party, and is enforceable against each party in accordance with its terms.

## **Individual aims of the parties**

### **Aims of CMC**

11. CMC's mission is to manage, sustain and improve a natural trail network in Cave Hill Country Park through a programme of trail adoption and sustainable stewardship in partnership with BCC.
12. To ensure successful conclusion of the 'The Middle' Trail' pilot. To pilot a new approach to community of interest and place led trail management and establish best working practices and operating methods for the future.
13. Promote sustainable stewardship, safety, and best practice for trail maintenance work.
14. Be community interest led and ensure riders' voices are heard by decision makers.
15. Generate independent funds to invest in trail maintenance and trail development, with prior agreement with landowners and managers.

### **Aims of BCC**

16. To promote Cave Hill Country Park as a first-class natural visitor attraction for a wide range of outdoor recreation pursuits within North Belfast (and the City and Region as a whole) ensuring that those who visit are adequately informed about the activities available/ permissible on the site and any associated risks/guidance re. same.
17. To work in partnership with CMC to manage mountain biking on Cave Hill Country Park focusing on one trail on a pilot basis, taking account of health and safety and legislative requirements to respect the needs of all users, current and potential, who visit the Country Park.
18. To practice regular and ongoing community engagement in line with statutory requirements and responsible management.

## **Collective aims of parties**

19. To promote the benefits of Cave Hill Country Park with opportunities for mountain biking forming a component part.
20. To undertake the pilot project confined to 'The Middle' trail only and to identify and test a mechanism for the management, inspection and maintenance of 'The Middle' Trail.
21. In the event of a successful pilot, engage in a process to identify a number of potential additional natural trails for adoption.
22. Respect the need to integrate outdoor recreation as part of the sustainable management of Cave Hill Country Park which provides benefits to wide range of users.
23. To take collaborative action to try to prevent the development of additional natural trails within Cave Hill Country Park and deter deliberate sabotage of 'The Middle' Trail. CMC to undertake proactive ongoing engagement and advocacy with the mountain bike community. Where satisfactory evidence is available to BCC demonstrating that any individual has been responsible for causing deliberate damage to 'The Middle Trail', BCC will use reasonable endeavours to use its existing power to pursue the expulsion of any such individual from Cave Hill Country Park for a reasonable (in the opinion of BCC) period. BCC to be responsible for the removal of any new additional trails and where possible will engage with CMC prior to undertaking action.
24. Compliance with planning, environmental, health and safety and occupier's liability legislation, ensuring all undertakings by CMC, contractors, third parties and developers take place in a safe environment.

## **Delivering the aims of the agreement**

### **Both Parties (BBC & CMC)**

25. During the pilot of 'The Middle' Trail, both parties will engage with a Project Oversight Group (see separate Terms of Reference Appendix 2) which will provide direction and leadership on the Cave Hill Mountain Bike Trail pilot project.
26. In addition, for the duration of the agreement, a contract group will meet 4 times per year. Membership shall consist of a delegated lead from each party and co-opted attendees as required. Frequency of meetings can be revised by agreement of all parties. Standard agenda items will include:
  - Health & Safety
  - Known planned operations within Cave Hill Country Park in the next 6 months

- Complaints, accidents and general feedback
  - Route review of the pilot 'The Middle' Trail
  - Diversion Plans
  - Inspections – what has been highlighted
  - Plans for CMC works for next six months.
  - Process for investigating and dealing with trail sabotage on 'The Middle' Trail
27. To ensure best practice as set out within the National Access Forum (Scotland) guidance on the management of unauthorised trails, is adopted and implemented.
28. Agree route description and produce detailed map (s). This should include routes to access the start of defined trail. This initial focus will be the pilot of 'The Middle.'
29. BCC will provide landowner information to meet its responsibilities under occupier's liability.

## **CMC**

30. CMC to manage the agreed route with named competent trail managers. Recorded evidence of trail managers' experience to be provided to BCC prior to the signing of this MOU. Evidence is in the form of experience of mountain biking, competition and wide cycling industry – as there are no recognised qualifications available.
31. At all times CMC must comprise a properly constituted (in the opinion of BCC) and regulated club, with a written constitution, elected office bearers, provision for regular minuted meetings and a minuted annual general meeting, and a designated bank account. CMC at all times must also be affiliated to a regulatory mountain biking body (to be approved of in advance and in writing by BCC) and must produce written evidence of such affiliation to BCC prior to the signing of this MOU and on each anniversary of this MOU. If CMC should fail to comply with this clause 31 in any respect, BCC will be at liberty to terminate this MOU and withdraw any permission given hereunder on giving 7 days' written notice to CMC.
32. Prior to the signing of this MOU, CMC will submit to the Council a Trail Management Plan with regard to its proposed activities in Cave Hill Country Park, and this Trail Management Plan must be approved in writing, by the Council, before CMC can begin any of the activities in Cave Hill Country Park which are permitted by this MOU. The Trail Management Plan will include
- Key Responsibilities of CMC & BCC
  - Risk Assessment for 'The Middle' Trail
  - Risk Assessment for trail maintenance and inspection
  - Inspection procedure
  - Random Fault Reporting Procedure
  - Process for Identification and reporting of hazards
  - Maintenance Procedure
  - Accident Reporting Procedure

33. CMC acknowledges that BCC gives no representation or assurance as to the suitability, or otherwise, of the pilot Middle Trail for the purpose for which CMC wishes to use it. Accordingly, before using the pilot Middle Trail pursuant to this MOU, CMC will carry out a full and independent survey and assessment of the pilot Middle Trail in order to determine its suitability, or otherwise. CMC will provide a copy of this independent survey report to BCC prior to any use of the pilot Middle Trail.
34. At all times CMC is to provide adequate and satisfactory (in the opinion of the Council) trail management, inspection and maintenance through an agreed schedule (to be agreed in writing prior to the signing of this MOU) of management, inspection and maintenance (“the permitted activities”) with regard to the Middle Trail pilot route.
35. CMC shall ensure that adequate insurance cover in the form of public liability insurance and employer’s liability insurance (with a level of cover in respect of each type of policy of at least £5M in respect of any one claim) is in place with regard to the carrying on by it of the permitted activities, before carrying out any of the permitted activities CMC shall produce satisfactory written evidence of such insurances to BCC prior to the signing of this MOU and on each anniversary of this MOU. In addition, CMC will provide a copy of this MOU to all of its insurers, before carrying out any permitted activities.
36. CMC hereby indemnifies BCC in respect of any claims, actions, demands, proceedings, injury, loss or damages arising from its permitted activities in Cave Hill Country Park.
37. At all times CMC will ensure that its members and their invitees and licencees will comply with BCC byelaws and, in particular, Byelaw 12(d) of the Bye-Laws for the Regulation of Open Parks, 1<sup>st</sup> March 1994, which states that

*“A person shall not ride any bicycle in a manner which is unsafe or likely to give reasonable cause for annoyance or alarm to other persons resorting to the Park.”*
38. CMC to undertake a minimum of 4 formal inspections per year (or more as may be required by the risk assessments referred to at clause 31). The inspection records must be kept by CMC for 6 years and be provided to BCC on a quarterly basis.
39. CMC will ensure that at all times appropriate warnings and signage are in place so as to warn other park users that CMC are using ‘The Middle’ Trail for mountain biking.
40. CMC expressly acknowledges and agrees that all of its members using ‘The Middle’ Trail do so having willingly accepted the risks in doing so, pursuant to S2(5) of the Occupiers’ Liability Act (NI) 1957. CMC will ensure that all members sign a declaration (the content of which is to be approved in advance by the Council) explicitly confirming acceptance before they are allowed to use ‘The Middle Trail’. The declaration will state that the member willingly accepts the risks in using the Middle Trail, pursuant to S2(5) of the Occupiers’ Liability Act (NI) 1957. Any breach of

this clause shall be considered to be a fundamental breach of this MOU, which would permit the Council immediately to terminate this MOU by giving 2 days' written notice to CMC.

41. CMC to develop a communication plan including up to date route information, complaints / issues recording and handling and feedback. This will include proactive engagement with mountain bikers to encourage participation on the pilot Middle Trail and to cease unauthorised trail building in other parts of Cave Hill Country Park. CMC will work with BCC and use its best endeavours to try to involve other mountain bikers, who use other trails in Cave Hill Country Park, and CMC and will encourage them to join CMC and comply with CMC code of conduct.

## **BCC**

42. To lead on an evaluation process to assess the outcome of the pilot.
43. Create a template for facilitating risk assessment.
44. Share audience research/visitor surveys.
45. Provide additional resource to implement physical interventions required to address health & safety concerns.
46. Provide in-house design and installation of initial signage – diversions / closures will be managed via CMC temporary signage.
47. Make park users aware of the existence of the pilot Middle Trail and agreement with CMC.
48. Make stakeholders aware via existing channels e.g. elected members via North Area Working Group and wider public via relationships with Belfast Hills Partnership and Cavehill Conservation Campaign and via the BCC website and social media channels
49. Provide info on upcoming planned operations which may affect the pilot Middle Trail on a quarterly basis.
50. Advise of short notice operations which may affect the pilot Middle Trail as soon as reasonably possible.
51. Investigate accidents / incidents (including trail sabotage) that are reported to BCC, and where relevant share findings with CMC for risk assessment review.

52. BCC has responsibility for agreeing and implementing other projects affecting Cave Hill Country Park and when doing so will act reasonably and according to BCC priorities, operational requirements and use of Cave Hill Country Park by third parties and visitors.
53. BCC gives no representation or assurance as to the suitability, or otherwise, of the pilot Middle Trail for the purpose for which CMC wishes to use it.

### **Supplementary Issues**

54. The Middle Trail maintenance by CMC is restricted to the use of hand tools and materials from the site as outlined in Trail Management Plan .
55. The pilot Middle Trail must not have constructed wooden structures.
56. Trail construction by CMC is prohibited.
57. The pilot Middle Trail can only be used for CMC organised events – each with prior approval from BCC.

### **Health and Safety**

58. Health & Safety is paramount and both parties agree to share knowledge and experience of legislation, best practice, and lessons learned from incidents / accidents as far as legal processes permit.
59. Health and safety will be a standing item on the agenda for meetings of the contact group.
60. The discussion on health and safety should cover new developments, roles and responsibilities, and review any incidents. Examples of topics to cover include:
  - Preparation and review of Risk Assessments
  - Learning from and reviewing any incidents or accidents.
61. Accidents and incidents must be reported to BCC by CMC in line with BCC protocols and procedures. Serious accidents should be reported to the BCC OSS Manager (North) as soon as possible after the fact.

### **Press, Publicity and Communications**

62. Media and promotion relating to this MOU pilot will be the responsibility of the BCC OSS Manager (North) and by a designated member of the CMC board.

63. The development and handling of communications, press and media arrangements arising from activities implemented under this MOU, will be subject to a communication plan which will be initially developed by both parties and reviewed on an ongoing basis.
64. Both parties acknowledge the freedom of the other to comment on issues out with the scope of this MOU but relating to the strategic aims of each party. CMC may express opinions on public policy matters that depart from stated BCC policy. In these instances, CMC will endeavor to inform BCC in advance where this may be the case.

### **Resolutions**

65. In the event that the parties are in dispute regarding an issue arising out of this MOU the following procedures will apply.
66. Reconsideration in the first instance will be between the BCC Neighbourhood Services Manager (North) and the delegated representative of CMC i.e. CMC Chairperson.
67. Industry best practice will be used as the benchmark to aid resolution.
68. Every effort will be made to reach a solution. In the event that a solution is not reached, BCC's decision will be final acting reasonably.

### **Termination**

69. CMC may terminate this agreement if, in its reasonable opinion, the aims of this MOU are no longer relevant and/or the constitution of CMC is no longer relevant and/or its constitution becomes incompatible with the aims and terms of this MOU.
70. BCC may terminate this agreement if in its reasonable opinion the aims of this MOU are no longer relevant and / or its duties as a public body change to become incompatible with the aims and terms of this MOU, or if it considers that operation of the pilot with regard to the Middle Trail in its opinion has become unsatisfactory, unacceptable, or dangerous in any way.
71. Any party may terminate this agreement by notice in writing to the other party if any party has committed any material breach of this agreement and that breach (if remediable) has not been remedied within 30 days' notice from an innocent party identifying the breach and requiring its remedy.

**Signed:**

<b>On behalf of Belfast City Council</b>	
Signature	
Print Name	
Position	
Date	

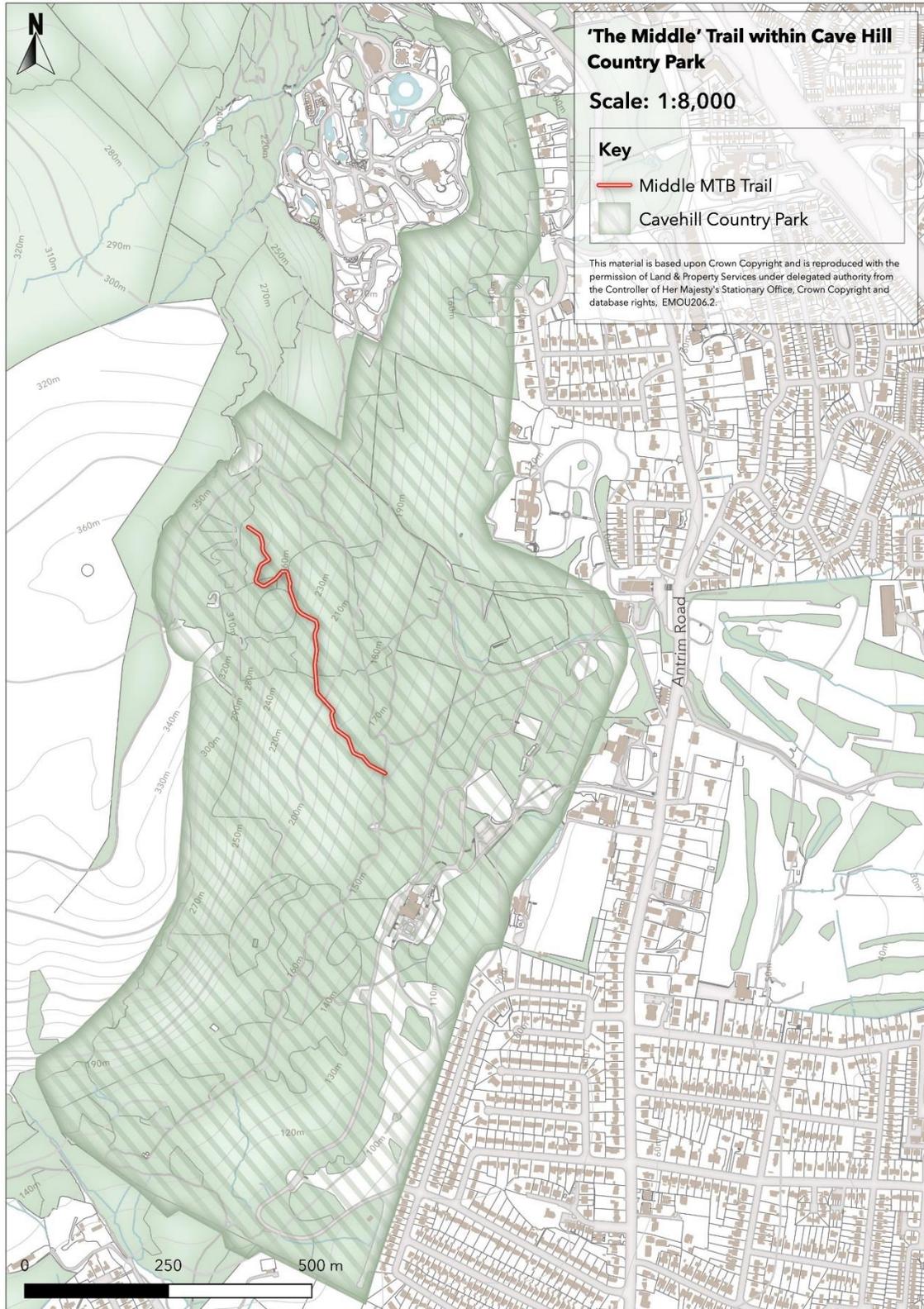
<b>On behalf of Cavehill Mountainbikers Club</b>	
Signature	
Print Name SIMON JOHNSTON	
Position	
Date	

<b>On behalf of Cavehill Mountainbikers Club</b>	
Signature	
Print Name BERNARD McCLURE	
Position	
Date	

<b>On behalf of Cavehill Mountainbikers Club</b>	
Signature	
Print Name JOHN O'NEILL	
Position	
Date	

<b>On behalf of Cavehill Mountainbikers Club</b>	
Signature	
Print Name STEVEN RAINEY	
Position	
Date	

Appendix



## **Appendix 2 – Project Oversight Group – Terms of Reference**

### **Project Oversight Group for Cave Hill Mountain Bike Trail Pilot**

#### **Purpose**

The Project Oversight Group will provide direction and leadership on the Cave Hill Mountain Bike Trail pilot project. It will provide direction, as required, to the contractor procured by Belfast City Council to deliver the key outputs/deliverables of the project. These are:

- Physical completion of a fit for purpose mountain bike trail based on the route of the current “ridden in” trail known to local mountain bikers as “the Middle Trail.”
- Development of mutually acceptable terms for a Memorandum of Understanding (MOU) between BCC and Cavehill Mountain Bike Club on the future management, maintenance and operation of the trail. The MOU to be formally approved by BCC via the standard committee process.
- Development and implementation of a communications plan to include engagement, communications, and signage requirements.
- Development of an evaluation framework to monitor and report on project success.
- Development of a final project evaluation report for submission to BCC through the relevant committee process.

#### **Term**

This Terms of Reference is effective from 04.02.21 and continues until the oversight group is in a position to approve a final project evaluation report which is then approved by committee/full Council. It is anticipated this will be a period of one year from the signing of this MOU.

## **Membership**

The Project Oversight Group will comprise:

<b>Organisation</b>	<b>Name</b>	<b>Role if applicable</b>
BCC	<ul style="list-style-type: none"><li>• Kelly Gilliland</li><li>• Margaret Higgins</li><li>• David Salters</li><li>• Michael Grant/ Kevin McKee</li><li>• Jacqui Stewart</li><li>• Duane Fitzsimons</li><li>• Orla Maguire</li></ul>	<ul style="list-style-type: none"><li>• Chair</li><li>• Co-Chair</li></ul>
Cavehill Conservation Group	Cormac Hamill	
Cavehill Mountain Bike Club	Bern McClure Simon Johnston	
Belfast Hills Partnership	Jim Bradley	
Outdoor Recreation NI (ORNI)	Chris Scott Sarah Noble Philip Weston	Contractor

The represented organisations are permitted to provide a suitable replacement in the event a named representative (above) is unable to attend. This should be declared in advance of the relevant meeting(s).

Other internal and/or external stakeholders can be invited to attend oversight meetings, as and when required, following on from previous discussion and agreement by the group.

## **Roles and Responsibilities**

The membership of the oversight group will commit to:

- fostering collaboration in the interest of the timely and successful delivery of the project outputs;
- attending all Oversight Group meetings;
- sharing communications and information across Steering Group members to support timely decision making;
- participating in open and honest discussions during meetings, subgroup meetings, engagement sessions.

Those participating on the oversight group can expect that members will be:

- provided with complete, relevant and accurate information in a timely manner;
- given reasonable time to make fully informed decisions taking advice from subgroups or from internal or external advisors where relevant;
- alerted to potential risks and issues that could impact on the project deliverables, as they arise.

### **Meetings**

Meetings will be chaired by Kelly Gilliland, Neighbourhood Services Manager (North) BCC and in instances when Kelly is not available Margaret Higgins, Neighbourhood Integration Manager (North) will take on the chairing role.

A meeting quorum will be considered to have been achieved if representatives of 4 out of the 5 constituent organisations are present.

Decisions will be made by consensus (i.e. members are satisfied with the decision even though it may not be their first choice preference). If consensus is not possible the chair will propose a compromise option.

Should the Project Oversight Group come to a position where agreement cannot be reached matters can be escalated for consideration by BCC Director of Neighbourhood Services and or the CNS Departmental Management team.

Meeting invitations, agendas and action notes will be coordinated by ORNI.

Meetings will be held monthly unless key decisions are required urgently in order for work to progress. Given current Northern Ireland Executive Guidance on Covid-19 Project Oversight Group meetings will be virtual with invitations being issued by BCC using MS TEAMS.

If required subgroup meetings will be arranged outside of the normal schedule at a time convenient to subgroup members. Potential subgroups include:

- Trail design (inc H&S and biodiversity)
- Communications (inc engagement and signage requirements)
- Evaluation

Should site visits be required for subgroup members these will be carried out in line with current NI Exec Covid-19 regulations/restrictions.

### **Variation**

These Terms of Reference may only be amended, varied or modified in writing after consultation and agreement by all five member organisations of the Project Oversight Group.