

Appendix 2

Mandate of Grants to Forestry Companies

Mandates /assignments of payments to Forestry Companies submitted to the Forest Service must comply with the following:

- 1 All mandate / assignment forms must be properly and fully filled in, signed and dated.
- 2 The townland and area of the development must be stated. Note: The file reference number must be quoted to identify the site.
- 3 The parties referred to in the mandate / assignment must be clearly identified.
- 4 The signature of the grant / premium applicant should be independently witnessed on the form.
- 5 The mandate / assignment should also be signed by the party in whose favour it is. In the case of a company, the mandate / assignment must be signed by the company secretary and must bear the company seal.
- 6 The mandate / assignment must include the following sentence:- "This mandate / assignment in favour of 'X' applies only on the satisfactory completion of the work by 'X'."
- 7 The mandate / assignment form must state clearly whether one or both installments of the grant is referred to. Premium payments cannot be mandated to contractors but can be mandated to the applicant's bank. Where premiums are mandated to a bank, the number of annual payments should be indicated.
- 8 The grant / premium applicant should be independently advised as to the nature and extent of the mandate / assignment and the following sentence included:- "I have been independently advised as to the nature and extent of this mandate / assignment and I am aware of its contents" or "I have been given an opportunity to seek independent advice".
- 9 The mandate / assignment should state when and how it expires and if and how it can be terminated.
- 10 All mandates / assignments should include the following disclaimer signed by the grant / premium applicant and the party in whose favour it is:-

" I understand that should the Minister fail to make payments in accordance with this mandate / assignment (when they become certified as due) no liability whatsoever shall attach to the Minister and the applicant hereby indemnifies and keeps indemnified the Minister in respect of all claims, losses and damages howsoever arising there from."