



March 21st, 2019

**Notice Of Meeting**

You are invited to attend the Active and Healthy Communities Committee meeting to be held on **Thursday, 21st March 2019 at 6:00 pm in Mourne Room, Downshire Civic Centre.**

**Chair:** Cllr G Sharvin

**Vice:** Cllr T Andrews

<b>Members:</b>	Cllr. S Doran	Cllr. C Enright
	Cllr. G Fitzpatrick	Cllr. V Harte
	Cllr. R Howell	Cllr. D Hyland
	Cllr. L Kimmins	Cllr. K Loughran
	Cllr. A McMurray	Cllr. B O Muiri
	Cllr. B Quinn	Cllr. D Taylor
	Cllr. W Walker	

# Agenda

## 1.0 Apologies & Chairperson's Remarks

## 2.0 Declarations of Interest

## 3.0 Action Sheet arising from AHC Meeting held on Monday 18 February 2019

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### *Community Engagement*

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## 4.0 DEA Fora Update Report

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## 5.0 Peace IV Local Action Plan

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## 6.0 Financial Assistance Policy

 *Financial Policy March 2019.pdf*

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## 7.0 Financial Assistance - Call 1

Report To Follow

 *Financial Assistance Call 1 March 2019.pdf*

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## **8.0 Saintfield Community Centre - Management Agreement**



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### *Leisure and Sports*

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## **9.0 Physical Activity Referral**

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## **10.0 Autism Friendly at Down Leisure Centre**

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## **12.0 Household Bolt-on Membership**

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## **13.0 Mary Peters Trust - Financial Support**

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## **14.0 Kiltybane Amenity Area Toilet Facility**

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## **15.0 Relocation of Newry Mitchells**

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## **16.0 Capital Scheme Approvals**

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## **18.0 Transforming Health Report**

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### *Health & Wellbeing*

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## **19.0 Phase 2 of Breast-feeding Welcome Here Initiative**

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## **20.0 New Holiday and Residential Caravan Site Licence conditions**

 *Caravan Licence Conditions.pdf*

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## **21.0 Transfer of Houses in Multiple Occupation Councils: Transferring Function to Councils from the Northern Ireland Housing Executive**

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## 23.0 Transfer of Houses in Multiple Occupation: Licence Conditions and Anti-Social Behaviour

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## 24.0 Transfer of Houses in Multiple Occupation: Fees and Fixed Penalty Notices

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### *Notices of Motion*

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## 26.0 Notice of Motion - Referred from Council meeting held on 4 March 2019

Notice of Motion received from Councillor McMurray:

"That this council recognises the multiple health, environmental, social and economic benefits of cycling and commits to itself to encouraging cycling. These are to be brought about by; practically encouraging cycling within and between our towns through the re-designation of some pathways as well as safer cycle corridors within our towns, working with external organisations to encourage recreational participation and safety measures such as 'stayin' alive at 1.5'.

It also acknowledges the recent study by the Department of Infrastructure that notes – regardless of being of primary or post-primary age, or whether they are urban or rural dwellers – the excessively low numbers of children who cycle to school. Council commits to working with external agencies to explore ways in which cycling, and other active means of transport, can be promoted and increased within our district."

## 27.0 Notice of Motion - Referred from Council meeting held on 4 March 2019

Notice of Motion received from Councillor Enright:

"Council notes that its published policy for applications to gate lanes to mitigate anti-social behavior gives responsibility to the PCSP to coordinate the required inter-agency action.

Council further notes that the PCSP has no procedures to implement this policy, no criteria to respond to such requests, and no budget to implement it. Council notes therefore that there currently no procedure for residents or police to request lane closures in areas that are not NIHE estates.

Council notes that gating lanes requires permission from the 3 emergency services, NIWater, Roads and the NIHE and Council where relevant. Any of these may request a standard format key to be used. .

**Council directs that ;**

1. **The Active and Healthy Directorate** to recognise either petitions from 90% of residents, or letters from the NIHE, PSNI or Fire Service as the criteria for triggering a formal request for inter-agency consideration and action via the PCSP.
2. To produce a written procedure for PCSP to follow in reflecting Council policy
3. **The Policy and Resources Directorate** to provide the PCSP with access to a small annual budget for capital projects to effect this policy and these new procedures.

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### *For Noting - Leisure & Sports*

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#### 28.0 Newry Tennis Bubble

 *Newry tennis bubble.pdf*

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#### 29.0 Angling Report

 *Angling NI Report.pdf*

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#### 30.0 Summer Scheme

 *Summer Scheme AHC March 19v2.pdf*

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#### 31.0 Flooding at Jim Steen Park

 *Flooding at Jim Steen Park NTH.pdf*

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### *For Noting - Community Engagement*

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#### 32.0 Downpatrick Neighbourhood Renewal Partnership (NRP) Report

 *Downpatrick NRP Report.pdf*

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### 33.0 Newry Neighbourhood Renewal Programme (NRP) Report

Appendix 1 - Newry NRP Report for March 2019 AHC Committee.pdf

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### 34.0 Newry Neighbourhood Renewal Programme Application for Funding to DfC for two External Storage Units

Appendix 1 - Newry NRP Application for Funding to DfC for two External Storage Units for March 2019 AHC Committee - with Damien's amends 12.3.2019.pdf

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#### For Noting - Health & Wellbeing

### 35.0 Transfer of Houses in Multiple Occupation Memorandum of Understanding

Appendix 1 - HMO TRANSFER Memorandum of Understanding.pdf

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Appendix 1 - Draft MOU between DFC and Councils relating to the operation of the HMO Licensing Scheme January 19.pdf

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### 36.0 Public Health Checks in Community Facilities

Appendix 1 - CHS Health Checks.pdf

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Appendix 1 CHS Health Checks.pdf

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#### Items deemed to be exempt under paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (NI) 2014

### 37.0 Castlewellan Community Centre - Lease Agreement

This item is deemed to be restricted by virtue of Paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (Northern Ireland) 2014 – information relating to the financial or business affairs of any particular person (including the council holding that information).

Appendix 1 - Castlewellan CC Lease Mar 19.pdf

Not included

### 38.0 Ballyholland Community Centre

Crotlieve Councillors are invited to attend for this item.

This item is deemed to be restricted by virtue of Paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (Northern Ireland) 2014 – information relating to the financial or business affairs of any particular person (including the council holding that information).

Appendix 1 - Ballyholland Boiler Report AHC Mar 19 - In Committee.pdf

Not included

# Invitees

Cllr Terry Andrews	<a href="mailto:terry.andrews@nmandd.org">terry.andrews@nmandd.org</a>
Cllr Naomi Bailie	<a href="mailto:naomi.bailie@nmandd.org">naomi.bailie@nmandd.org</a>
Cllr Patrick Brown	<a href="mailto:patrick.brown@nmandd.org">patrick.brown@nmandd.org</a>
Cllr Robert Burgess	<a href="mailto:robert.burgess@nmandd.org">robert.burgess@nmandd.org</a>
Lorraine Burns	<a href="mailto:lorraine.burns@nmandd.org">lorraine.burns@nmandd.org</a>
Cllr Pete Byrne	<a href="mailto:pete.byrne@nmandd.org">pete.byrne@nmandd.org</a>
Mr Gerard Byrne	<a href="mailto:gerard.byrne@nmandd.org">gerard.byrne@nmandd.org</a>
Cllr Michael Carr	<a href="mailto:michael.carr@nmandd.org">michael.carr@nmandd.org</a>
Mrs Dorinnia Carville	<a href="mailto:dorinnia.carville@nmandd.org">dorinnia.carville@nmandd.org</a>
Cllr charlie casey	<a href="mailto:charlie.casey@nmandd.org">charlie.casey@nmandd.org</a>
Cllr William Clarke	<a href="mailto:william.clarke@nmandd.org">william.clarke@nmandd.org</a>
Cllr Garth Craig	<a href="mailto:garth.craig@nmandd.org">garth.craig@nmandd.org</a>
Cllr Dermot Curran	<a href="mailto:dermot.curran@nmandd.org">dermot.curran@nmandd.org</a>
Ms Alice Curran	<a href="mailto:alice.curran@nmandd.org">alice.curran@nmandd.org</a>
Cllr Laura Devlin	<a href="mailto:laura.devlin@nmandd.org">laura.devlin@nmandd.org</a>
Mr Eoin Devlin	<a href="mailto:eoin.devlin@nmandd.org">eoin.devlin@nmandd.org</a>
Ms Louise Dillon	<a href="mailto:louise.dillon@nmandd.org">louise.dillon@nmandd.org</a>
Cllr Sean Doran	<a href="mailto:sean.doran@nmandd.org">sean.doran@nmandd.org</a>
Cllr Cadogan Enright	<a href="mailto:cadogan.enright@nmandd.org">cadogan.enright@nmandd.org</a>
Cllr Gillian Fitzpatrick	<a href="mailto:gillian.fitzpatrick@nmandd.org">gillian.fitzpatrick@nmandd.org</a>
Mr Kieran Gordon	<a href="mailto:kieran.gordon@nmandd.org">kieran.gordon@nmandd.org</a>
Cllr Glyn Hanna	<a href="mailto:glyn.hanna@nmandd.org">glyn.hanna@nmandd.org</a>
Mr Liam Hannaway	<a href="mailto:liam.hannaway@nmandd.org">liam.hannaway@nmandd.org</a>
Cllr Valerie Harte	<a href="mailto:valerie.harte@nmandd.org">valerie.harte@nmandd.org</a>
Cllr Harry Harvey	<a href="mailto:harry.harvey@nmandd.org">harry.harvey@nmandd.org</a>
Mr Conor Haughey	<a href="mailto:conor.haughey@nmandd.org">conor.haughey@nmandd.org</a>
Cllr Terry Hearty	<a href="mailto:terry.hearty@nmandd.org">terry.hearty@nmandd.org</a>
Mrs Janine Hillen	<a href="mailto:janine.hillen@nmandd.org">janine.hillen@nmandd.org</a>
Cllr Roisin Howell	<a href="mailto:roisin.howell@nmandd.org">roisin.howell@nmandd.org</a>
Cllr David Hyland	<a href="mailto:david.hyland@nmandd.org">david.hyland@nmandd.org</a>
Mrs Sheila Kieran	<a href="mailto:sheila.kieran@nmandd.org">sheila.kieran@nmandd.org</a>
Cllr Liz Kimmins	<a href="mailto:liz.kimmins@nmandd.org">liz.kimmins@nmandd.org</a>
Cllr Mickey Larkin	<a href="mailto:micky.larkin@nmandd.org">micky.larkin@nmandd.org</a>
Mr Michael Lipsett	<a href="mailto:michael.lipsett@nmandd.org">michael.lipsett@nmandd.org</a>
Cllr Kate Loughran	<a href="mailto:kate.loughran@nmandd.org">kate.loughran@nmandd.org</a>
Cllr Jill Macauley	<a href="mailto:jill.macauley@nmandd.org">jill.macauley@nmandd.org</a>
Mr Conor Mallon	<a href="mailto:conor.mallon@nmandd.org">conor.mallon@nmandd.org</a>
Colette McAteer	<a href="mailto:colette.mcateer@nmandd.org">colette.mcateer@nmandd.org</a>
Cllr Declan McAteer	<a href="mailto:declan.mcateer@nmandd.org">declan.mcateer@nmandd.org</a>
Patricia McKeever	<a href="mailto:patricia.mckeever@nmandd.org">patricia.mckeever@nmandd.org</a>
Cllr Oksana McMahon	<a href="mailto:oksana.mcmahon@nmandd.org">oksana.mcmahon@nmandd.org</a>
Cllr Andrew McMurray	<a href="mailto:andrew.mcmurray@nmandd.org">andrew.mcmurray@nmandd.org</a>

Mr Roland Moore	<a href="mailto:roland.moore@nmandd.org">roland.moore@nmandd.org</a>
Ms Carmel Morgan	<a href="mailto:carmel.morgan@nmandd.org">carmel.morgan@nmandd.org</a>
Cllr Roisin Mulgrew	<a href="mailto:roisin.mulgrew@nmandd.org">roisin.mulgrew@nmandd.org</a>
Cllr Mark Murnin	<a href="mailto:mark.murnin@nmandd.org">mark.murnin@nmandd.org</a>
Cllr Barra O Muiri	<a href="mailto:barra.omuiri@nmandd.org">barra.omuiri@nmandd.org</a>
Linda O'Hare	<a href="mailto:linda.ohare@nmandd.org">linda.ohare@nmandd.org</a>
Cllr Brian Quinn	<a href="mailto:brian.quinn@nmandd.org">brian.quinn@nmandd.org</a>
Cllr Henry Reilly	<a href="mailto:henry.reilly@nmandd.org">henry.reilly@nmandd.org</a>
Cllr John Rice	<a href="mailto:john.rice@nmandd.org">john.rice@nmandd.org</a>
Martin Robinson	<a href="mailto:martin.robinson@nmandd.org">martin.robinson@nmandd.org</a>
Ruth Rooney	<a href="mailto:ruth.rooney@nmandd.org">ruth.rooney@nmandd.org</a>
Cllr Michael Ruane	<a href="mailto:michael.ruane@nmandd.org">michael.ruane@nmandd.org</a>
Cllr Michael Savage	<a href="mailto:michael.savage@nmandd.org">michael.savage@nmandd.org</a>
Cllr Gareth Sharvin	<a href="mailto:gareth.sharvin@nmandd.org">gareth.sharvin@nmandd.org</a>
Donna Starkey	<a href="mailto:donna.starkey@nmandd.org">donna.starkey@nmandd.org</a>
Cllr Gary Stokes	<a href="mailto:gary.stokes@nmandd.org">gary.stokes@nmandd.org</a>
Sarah Taggart	<a href="mailto:sarah-louise.taggart@nmandd.org">sarah-louise.taggart@nmandd.org</a>
Cllr David Taylor	<a href="mailto:david.taylor@nmandd.org">david.taylor@nmandd.org</a>
Cllr Jarlath Tinnelly	<a href="mailto:jarlath.tinnelly@nmandd.org">jarlath.tinnelly@nmandd.org</a>
Cllr John Trainor	<a href="mailto:john.trainor@nmandd.org">john.trainor@nmandd.org</a>
Suzanne Trainor	<a href="mailto:suzanne.trainor@nmandd.org">suzanne.trainor@nmandd.org</a>
Central Support Unit	<a href="mailto:central.support@nmandd.org">central.support@nmandd.org</a>
Cllr William Walker	<a href="mailto:william.walker@nmandd.org">william.walker@nmandd.org</a>
Mrs Marie Ward	<a href="mailto:marie.ward@nmandd.org">marie.ward@nmandd.org</a>

**ACTIONS OUTSTANDING FROM PREVIOUS ACTIVE & HEALTHY COMMUNITIES MEETINGS**

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/043/2018	Lease of Land to St John Bosco	It was agreed to proceed with a 25 year lease at a peppercorn rent, with an option for St John Bosco GAC to renew for a further 25 years, subject to Department for Communities approval.	F O'Connor	<b>A decision is still awaited from the Department.</b>	N
AHC/052/2018	Apologies & Chairperson's Remarks	It was agreed that officers investigate potential ways of recognising the contribution made by carers in the District and bring a paper with proposals back to a future Committee Meeting.	E Devlin	<b>To future meeting</b>	N
AHC/147/2018	Wi-Fi in Community Centres	It was agreed to approve Council Officials to complete a business case for the provision of Wi-Fi at 7 Council owned Community Centres and to proceed to work with the IT Department to procure, appoint and implement the Wi-Fi Project.	J Hillen	<b>Subject to full delivery of the WAN project (required in advance on the Wi-Fi project) and no unexpected delays in tender award, it is anticipated by the IT Projects Group (ITPG) that Wi-Fi in Community Centres could be delivered approx. 6 months after contract award.</b>	N
AHC/148/2018	Community Centre Review and Strategy	It was agreed to approve the appointment of a consultant using the NEBRO framework to develop a Community Centre Strategy to identify gaps in provision and make recommendations on how Council addressed current and future needs	J Hillen	<b>Successful procurement exercise undertaken – Strategy development ongoing</b>	N
AHC/213/2018	No 16 The Square, Rostrevor	It was agreed to note the contents of the officer's report, to accept the projected costs of the works and proceed.	J Hillen	<b>Ongoing</b>	N
AHC/221/2018	Warrenpoint Community Centre Feasibility Study	It was agreed to: <ul style="list-style-type: none"> <li>Accept the recommendations within the feasibility report for Warrenpoint Community Facility including preferred location (Clonallon Park);</li> </ul>	J Hillen	<b>Ongoing</b>	N

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
		<ul style="list-style-type: none"> <li>Proceed with a green book appraisal, assessing the two design options for Clonallon Park contained within the report.</li> </ul>			
AHC/229/2018	Newry Tennis Bubble	It was agreed to re-align the capital spend of £100,000 and utilise the £90,000 DfC Funding in order to create a tennis bubble and upgrade of the existing courts under an SLA between Our Lady's Grammar School in Newry and Council.	D Crilly	<b>Planning application has been submitted</b>	N
AHC/230/2018	Newtownhamilton Play Park Fencing	It was agreed to approve the additional capital spend on the playpark of £18,945 from within the current overall capital budget for the Play Strategy 2017-2022.	D Crilly	<b>Once planning has been approved works will be programmed to be carried out.</b>	N
AHC/260/2018	New Down Leisure Centre Handball and Squash Provision	It was agreed to note the verbal update on the current situation regarding the new Down Leisure Centre Handball and Squash Provision.	K Gordon C Mallon	<b>Ongoing</b>	N

**ACTION SHEET ARISING FROM AHC MEETING HELD ON 18 FEBRUARY 2019**

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/020/2019	Action sheet of the Active & Healthy Communities Committee Meeting held on Monday 21 January 2019	It was agreed to note the action sheet.	D.Services	<b>Noted</b>	Y

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/021/2019	District Electoral Area (DEA) Fora Update.	<p>It was agreed to note the report and agree the action sheets from the following DEA Forum Private Meetings:</p> <ul style="list-style-type: none"> <li>• Newry DEA Forum Private Meeting held on Thursday 29 November 2018;</li> <li>• Slieve Gullion DEA Forum Private Meeting held on Tuesday 11 December 2018.</li> <li>• Slieve Croob DEA Forum Private Meeting held on Tuesday 18 December 2018.</li> </ul> <p>It was also agreed to progress the Carlingford Play Park Project.</p>	D. Brannigan	Progress Ongoing	Y
AHC/022/2019	Policing and Community Safety Partnership (PCSP) Report	<p>It was agreed to note the report; to note the minutes of Policing Committee Meeting held on Tuesday 13 November 2018, and the Minutes of the PCSP Meeting held on Tuesday 13 November 2018.</p> <p>It was also agreed to approve at risk spend for the PCSP to go to tender for the four services named below, the current contracts for which end on 31 March 2019; and to extend the current four contracts named below for a period of six months from 1 April 2019;</p> <ul style="list-style-type: none"> <li>➤ Provision of Locks &amp; Bolts Scheme for vulnerable members of the community. Current provider is Confederation of Community Groups (CCG).</li> </ul> <p>Total value of contract is £25,000 per annum.</p>	D. Brannigan	Progress Ongoing	Y

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
		<ul style="list-style-type: none"> <li>&gt; Provision of Good Morning, Good Neighbour Scheme. Current providers are CCG &amp; Good Morning Down. Total value of contract is £15,000 per annum.</li> <li>&gt; Provision of Domestic Violence intervention programme. Current provider is Women's Aid, Newry &amp; Armagh. Total value of contract is £10,000 per annum.</li> <li>&gt; Provision of Community Safety Wardens. Current provider is Elite Security. Total value of contract is £53,000 (£33,000 PCSP and £20,000 NIHE subject to NIHE approval).</li> </ul>			
AHC/023/2019	PEACE IV Local Action Plan	It was agreed to <b>the recommendations</b> of the PEACE IV Partnership as detailed in the officer's report at a total cost of £1,422,562.	J. McCabe	<b>Progress ongoing</b>	Y
AHC/025/2019	Leisure and Sports Scale of Charges 2019/20	It was agreed that the Committee adopt the Indoor Leisure Scale of Charges 2019/20 as set out in section 2.1.	K,McConnell	<b>Actioned</b>	Y
AHC/026/2019	Selected Indoor Leisure Membership Revision (Transforming Health, Preventing Disease – Community Planning	It was agreed that the Committee agree to: <ul style="list-style-type: none"> <li>• Maintain existing annual pricing for access to swimming (to be reviewed)</li> <li>• Monthly membership at £15 per month to include access to fitness suites</li> </ul>	K.McConnell	<b>Actioned</b>	Y

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
	Partnership Proposal)				
AHC/27/2019	RDP Upgraded Funded Parks – Clarification of Minute AHC/024/2019	It was agreed to accept the officer's recommendation to reallocate the rural development funding to Cullaville; continue to deliver the park within Newtownhamilton from Council's own budgets; to allocate £10,000 from the Council's Play Parks Capital budget to Cullaville for additional Civil Works to be carried out...	D.Crilly	Works have commenced on the manufacture of the play equipment and the site works should be completed by 23 <sup>rd</sup> march	Y
AHC/028/2019	Food Standards Agency's report on Newry, Mourne and Down District Council Organisation and Management Systems for the Delivery of Official Control in Northern Ireland	It was agreed that the Committee agree to the planned improvements listed in the Action Plan in Annexe A of the circulated report.	S.Murphy	In progress	Y
AHC/029/2019	Consultation on the Food Standard's Agency's Guidance on Food Traceability, Withdrawals and Recalls within the UK Food Industry	The circulated Consultation responses to the Food Standards Agency was agreed and as the closing date had passed the response had been provided with the advice that it was still subject to Council approval.	S Murphy	Reply issued	Y

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/030/2019	Funding Request from Sustainable NI	It was agreed: 1) That Council provide funding of £5000 to Sustainable NI for 2019-20. 2) Council agree the 2019-2024 SNI Workplan.	S McEldowney	Actioned	Y
AHC/031/2019	Indoor Leisure, regarding Indoor Leisure Facility Arrangements for 2019/20 Public Holidays	It was agreed that the Committee note the amendments to the previous decision in October 2018 due to the agreement obtained via the recent rates estimates process – ie. Continue to open DLC, KLC, NLC and Newcastle and close Ballymote Sports and Wellbeing Centre and St Colmans Sports Complex Newry for specific public holidays for 2019/20 as per table set out in 2.1 and subject to change with any future agreements through management and trade unions	K.Gordon	Noted	Y
AHC/032/2019	Outdoor Leisure Officer, regarding Play Park Strategy Update	It was agreed to note the report	D.Crilly	Noted	Y
AHC/033/2019	Sports Development Manager, regarding Newry Mourne and Down District Council Sports Awards	It was agreed to note the update on Newry Mourne and Down District Council Sports Awards.	P.Power	Noted	Y
AHC/034/2019	Newry Neighbourhood Renewal Partnership (NRP) Report	It was agreed to note the report and the attached minutes of Newry DRP Meeting held on Wednesday 14 November 2018.	D.Brannigan	Noted	Y

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/035/2019	Social Investment Fund - Update	It was agreed Council Officers would meet with Downpatrick Football Club to support the club in delivering their project with consideration being given to the contribution that the legacy Council had committed to this project. It was agreed to note the update on Social Investment Fund	J McCabe	Noted	Y

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	District Electoral Area (DEA) Forums Update Report
<b>Reporting Officer (Including Job Title):</b>	Janine Hillen, Assistant Director Community Engagement
<b>Contact Officer (Including Job Title):</b>	Damien Brannigan, Head of Engagement

Confirm how this Report should be treated by placing an x in either: –

<b>For decision</b>	<b>x</b>	<b>For noting only</b>
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<b>1.0</b>	<b>Purpose and Background</b>
1.1	<p>To provide the Committee with an update on the on-going work of the DEA Forums and to consider and agree the actions outlined in the six attached action sheets from the DEA Forum Private Meetings listed in 3.1 below.</p> <p>DEA Coordinators continue to implement actions detailed in their respective local action plans as follows:</p> <p><b>Level of Civic Participation:</b></p> <ul style="list-style-type: none"> <li>&gt; Slieve Gullion DEA will be working with the Education Authority in delivering a cross-cultural programme, 'Getting to Know You', with Bulgarian Roma and local young people in the Newtownhamilton area.</li> <li>&gt; Slieve Gullion DEA in partnership with Newry DEA and Environmental Health will be delivering a six-week programme with Syrian refugee families to promote health and uptake of healthy activities. The programme will look at healthy eating, healthy activities, and sign post to a range of health-related supports.</li> <li>&gt; Downpatrick DEA in partnership with the YMCA and CDRCN hosted a Welcome Event for Syrian refugees in the St Patrick Centre. The aim of the event was to welcome the Syrian refugees into the community and to provide answers to any concerns they had.</li> <li>&gt; Crotlieve DEA hosted a Big Lottery Funding Workshop for groups to avail of one to one appointments to obtain funding advice from representatives from The National Lottery.</li> <li>&gt; The Mourne DEA held a Big Lottery Funding Workshop in Newcastle on Tuesday 26 February with a further event planned for Kilkeel on Tuesday 26 March.</li> <li>&gt; The Mourne DEA held Universal Credit workshops in Newcastle and Kilkeel during February.</li> </ul> <p><b>Level of Educational Wellbeing:</b></p> <ul style="list-style-type: none"> <li>&gt; Slieve Gullion and Newry DEAs held their third Shared Schools Education programme on Thursday 7 March. The event was held in Newtownhamilton High School and included a number of interactive workshops on anti-racism and sectarianism as well as a workshop on hate crime with the PSNI.</li> <li>&gt; Downpatrick, Rowallane and Slieve Croob DEAs supported a five week Arts initiative with the Patrician, Ballykinlar and Crossgar Youth Clubs facilitated by Spanner in the Works Theatre Company to highlight issues that the young people were facing or that are emerging in their areas. Over the five weeks the facilitators mentored the young people to help them develop and deliver plays written entirely by themselves. These very powerful plays were presented to family and friends in the St Patrick Centre on Friday 1 March and covered topics such as anti-social behaviour, drugs and alcohol, mental health, internet safety, and domestic abuse.</li> </ul> <p>Reaction to and feedback from this initiative has been extremely positive.</p>

	<p><b>Level of Health Status:</b></p> <ul style="list-style-type: none"> <li>&gt; Downpatrick DEA in partnership with CDRCN provided the Action Cancer Bus at the Ballymote Centre, Downpatrick. Over 40 people availed of this service.</li> <li>&gt; Crotlieve DEA in partnership with the Council's Age Friendly Co-ordinator supported an event in Burren which sought to establish gaps in services for older persons. The event enabled attendees to engage with representatives from the Southern Health and Social Care Trust, the PSNI and other agencies.</li> </ul> <p><b>Level of Personal Safety and Crime:</b></p> <ul style="list-style-type: none"> <li>&gt; Crotlieve DEA hosted a Crime Prevention Event in February in Hilltown with The Cosy Club. The event was well attended, and members of the community were able to engage with the PSNI Neighbourhood Policing Team and Crime Prevention Officer along with Home Secure.</li> </ul>
<b>2.0</b>	<b>Key issues</b>
2.1	None.
<b>3.0</b>	<b>Recommendations</b>
3.1	<p>That the Committee: -</p> <ul style="list-style-type: none"> <li>• Note the report.</li> <li>• Agree to approve the DEA Forum Private Meeting action sheets for: <ul style="list-style-type: none"> <li>➢ Rowallane DEA Forum Private Meeting held on Thursday 20 December 2018.</li> <li>➢ Crotlieve DEA Forum Private Meeting held on Tuesday 15 January 2019.</li> <li>➢ Downpatrick DEA Forum Private Meeting held on Tuesday 12 February 2019.</li> <li>➢ Slieve Croob DEA Forum Private Meeting held on Tuesday 12 February 2019.</li> <li>➢ Slieve Gullion DEA Forum Private Meeting held on Tuesday 19 February 2019.</li> <li>➢ Rowallane DEA Forum Private Meeting held on Wednesday 27 February 2019.</li> </ul> </li> </ul>
<b>4.0</b>	<b>Resource implications</b>
4.1	Support and assistance from partners to deliver actions in the DEA action plans.
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	The actions detailed have been developed to meet Council's statutory duty to promote Equality and Good Relations and therefore it is not anticipated that the actions will have an adverse impact on Equality of Opportunity or Good Relations.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	The actions detailed have been developed to meet Council's statutory duty to have due regard to rural needs.
<b>7.0</b>	<b>Appendices</b>
7.1	<p>Appendix I: DEA Forum Private Meeting action sheets for:</p> <ul style="list-style-type: none"> <li>➢ Rowallane DEA Forum Private Meeting held on Thursday 20 December 2018.</li> <li>➢ Crotlieve DEA Forum Private Meeting held on Tuesday 15 January 2019.</li> <li>➢ Downpatrick DEA Forum Private Meeting held on Tuesday 12 February 2019.</li> <li>➢ Slieve Croob DEA Forum Private Meeting held on Tuesday 12 February 2019.</li> <li>➢ Slieve Gullion DEA Forum Private Meeting held on Tuesday 19 February 2019.</li> <li>➢ Rowallane DEA Forum Private Meeting held on Wednesday 27 February 2019.</li> </ul>
<b>8.0</b>	<b>Background Documents</b>
8.1	None.

**ACTION SHEET- Rowallane District Electoral Area Meeting – 20<sup>th</sup> December 2018**

<b>ITEM</b>	<b>SUBJECT</b>	<b>DECISION</b>	<b>FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed</b>
DEA/18/3	Minutes and Action Sheet from 10/10/18	<b>Proposed</b> as true record by Councillor Burgess W Walker and <b>Seconded</b> by Councillor R Burgess	Noted
DEA/18/5	Standalone Defibrillators	Coordinator to contact B& M Bargains and Gordon's Pharmacy Ballynahinch to ask that they consider installing a public access defibrillator at their premises.	14 <sup>th</sup> February 2019 Ellen Brennan wrote to the identified traders with a view to them considering the installation of a public access defibrillator.
DEA/18/6	Village Renewal Projects	Margaret Quinn to ask Enterprise, Regeneration and Tourism to contact the Department for Communities to discuss the possible extension of the current Urban Shop Front Scheme to larger rural areas with particular reference to Saintfield.	15 <sup>th</sup> February 2019 Margaret Quinn advised that she had contacted DFC who were not minded at present to extend the scheme and said continued pressure will be brought to bear on the Department to change this decision.

**ACTION SHEET- Crotlieve DEA Private Forum Meeting 15<sup>th</sup> January 2019**

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed.
DEA/C/02/2019	Minutes & Action sheet from Crotlieve DEA Forum meeting 6 <sup>th</sup> November 2018	Changes to be made to minutes; Typing error under point 7 of previous meeting should read "Money should not kill the project."	DEA Admin Assistant to make changes to minutes of 6 <sup>th</sup> November 2018 to reflect the discussion during this meeting.
DEA/C/04/2019	Emerging Themes Environmental & Spatial Development	Kings Lane; Update required on the possibility of Kings Lane being closed permanently to traffic.	DEA Coordinator to seek an update on the possibility of Kings Lane being permanently closed to traffic.
DEA/C/04/2019	Emerging Themes Environmental & Spatial Development	New Accessible parking bay at The Square, Warrenpoint. Any comments or objections should be forwarded to DEA Coordinator.	Any member with issues or questions regarding this should contact DEA Coordinator.

DEA/C/04/2019	Emerging Themes Economic Development, Regeneration & Tourism	Ballyholland Play Park.	DEA Coordinator will seek an update as to the plans for the equipment and site of the old Ballyholland Play Park.
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**ACTION SHEET – DOWNPATRICK District Electoral Area Meeting – 12th February 2019**

ITEM	SUBJECT	DECISION	FOR COMPLETION (including Actions taken/date completed or progress to date if not yet completed)
2.0	Declarations of Interest.	Forum members to declare conflict of interest of any item on the agenda at the start of each DEA meeting.	No conflicts of interest declared
3.0	Minutes of meeting held on 12 <sup>th</sup> December 2018 and associated action sheet	Minutes and Action sheet were proposed as a true record.	Proposed by Dan McEvoy Seconded by Macartán Digney
4.0 a	Traffic Congestion at St Dillion's Avenue	Historic costings of proposed one-way system at St Dillon's Avenue to be emailed to DEA Co-Ordinator at request of Cllr Enright.	Heather Bradley to action
4.0 a	Traffic Congestion at St Dillion's Avenue	Letter to be written to Patricia McDaid, Department of Education requesting they attend Downpatrick DEA meeting to present findings of their proposal for Our Lady and Saint Patrick's PS.	DEA Co-Ordinator to action
4.0 b	Proposals for corner of Market Street/Saint Patrick's Avenue	Cllr Enright to send DEA Co-Ordinator showing maps and diagrams previously sent from DFI and Gerry McBride.	Cllr Enright to action
4.0		Contact to be made with Estates Dept to clarify what land is Council owned beside Rathkeltair House/back of bus station.	DEA Co-Ordinator to action

5.0	NIHE Housing Survey	Members encouraged to attend Housing Needs Conference, Canal Court Hotel, 25 <sup>th</sup> February 2019.	All Members to action
6.0	Link Road from Dunsford Primary School to Church Corner	All members in agreement for DEA Co-Ordinator to write letter of support to TNI regarding proposed path linking Dunsford Primary School to Dunsford village.	DEA Co-Ordinator to action
	Peace IV Culture funding	Downpatrick Community Collective to submit outline plan regarding plan for Peace IV funded Culture night 2019.	Dan McEvoy to action
7.0	Update from DEA Co-Ordinator	Corporate Plan presentation to members will take place in March 2019, exact date tbc and will be a one item meeting	DEA Co-Ordinator to action

## **ACTION SHEET- Slieve Croob DEA Private Forum Meeting** **Tuesday 12<sup>th</sup> February 2019**

<b>ITEM</b>	<b>SUBJECT</b>	<b>DECISION</b>	<b>FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed</b>
DEA/SC/2/2018	Chairman's Remarks	Youth services to engage with DEA Forum members on work plan for the Slieve Croob area.	DEA Coordinator to forward Forum contacts to Marie Conway
DEA/SC/2/2018	Chairperson's remarks	Members to inform groups of Call 1 Financial Assistance Service Level Agreements.	Forum members to action.
DEA/SC/3/2018	Minutes of meeting held on 18 <sup>th</sup> December 2018 and associated action sheet	Minutes and Action sheet were proposed as a true record.	Proposed by Cllr Garth Criag Seconded by Cllr John Rice.
DEA/SC/4/2018	Declarations of Interest	Forum members to declare conflict of interest of any item on the agenda at the start of each DEA meeting.	No conflicts of interest declared.
DEA/SC/7/2018	Ballykinler Update	To support the opening of Ballykinler community facility at Kindle site.	DEA Coordinator to action.
DEA/SC/8/2018	Action Plan Update	Good Relations programmes and expenditure agreed.	All members.



**ACTION SHEET- Slieve Gullion District Electoral Area Meeting – 19 February 2019**

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed
DEA/SG/15/2016	WiFi in Community Centres	Council looking at business case	On-going
DEA SG/70/2018	Disability Access	Proposal for disabled parking spaces in Crossmaglen. Department of Infrastructure to be invited to DEA meeting in February 2019.	T. McDonald & L. O'Reilly - Department have requested that the issue be brought at the next bi-annual meeting with Councillors.
DEA SG/78/2018	Good Relations Budget	Good Relations programmes to be delivered in Crossmaglen – Women's group, Bessbrook –Youth Clubs, Newtownhamilton – mediation & Halloween. Shared schools programmes ongoing. Surestart Syrian families Pizza night.	Completed
DEA SG/79/2018	Peace IV Cultural Event	The Tunes of the Ring of Gullion Past and Present July and August 2019 – Darren to present proposal.	T. McDonald and Darren Rice – Completed.
DEA SG/80/2018	Health & Wellbeing Directory	Directory of Services to be distributed to Forum	L. O'Reilly to forward on Directory to T. McDonald
DEA SG/81/2018	Environmental	Pilot Rural Transport Scheme up and running since Friday 5 <sup>th</sup> October 2018 at which time five people used the service out to Crossmaglen.	T. McDonald - Completed.  As total of 83 participants took part in the 12 week scheme.

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed
DEA SG/82/2018	DEA Private Forum Membership	The need to recruit new members. Biggest stumbling block is that groups need to show networking.	Taucher to speak to Aisling and Damien- Completed
DEA SG/83/2018	Safety Issues	Camlough Heritage Society sent letter to Forum looking for Department of Infrastructure to extend the 30MPH speed sign further up the Newry side of the Camlough Road.	Taucher wrote to Dept of Infrastructure (Roads). DFI to respond when a decision has been made.
DEA SG/84/2018	Safety Issues	Egyptian Arch area as you go out the Camlough Road the trees need cut and area needs tidied up. It poses a safety risk. Translink own this area.	Work Completed
DEA SG/85/2018	Public Event January 2019	Big Lottery Fund 22 <sup>nd</sup> January 2019 Cullyhanna Community Centre from 9am to 6pm	Taucher to organise Funding Fair – Completed. Over 18 community groups attended the session.
DEA SG/86/2019	Translink Bus Service	Follow evaluation meeting to be organized with Translink to assess uptake in Crossmaglen area and likelihood of a summer scheme	T. McDonald
DEA SG/87/2019	PEACE IV DEA Cultural Event	The Tunes of the Ring of Gullion Past and Present	T. McDonald to follow up on progressing event with PEACE
DEA SG/88/2019	PCSP Manager Invite	PCSP Manager Martina Flynn to be invited to the next Forum Meeting	T. McDonald



**ACTION SHEET- Rowallane District Electoral Area Meeting – 27<sup>th</sup> February 2019**

<b>ITEM</b>	<b>SUBJECT</b>	<b>DECISION</b>	<b>FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed</b>
DEA/19/2	Chairperson's Remarks	The Chairperson advised that an additional item "Shared Services Work Plan for Rowallane" would be added as Item 10.	<b>Agreed</b>
DEA/19/3	Minutes and Action sheet from 20 <sup>th</sup> December 2018	The minutes and action sheet were <b>Proposed</b> as true record by Councillor Burgess and <b>Seconded</b> by Councillor Andrews.	<b>Noted</b>
DEA/19/4	Declaration of Interest	There were no declarations of interest associated with this meeting.	<b>Noted</b>
DEA/19/5	Consultation on Council's Corporate Plan - Community Places Consultants.	Following consultation Colm Bradley thanked members of their input.	<b>Noted</b>
DEA/19/6	Marie Conway Education Authority.	Following discussion it was <b>Agreed</b> that Donna Weir from the Education Authority should be invited to the next private meeting.	Ellen Brennan to invite Marie Conway, EA to the next private Forum meeting.

DEA/19/7	Consider review of independent members.	At the conclusion of discussions it was <b>Agreed</b> that the Chairperson and Coordinator should meet with Ross Connolly and Roisin Erskine with a view to finding out if they wished to remain members or appoint someone else in their place.	Ellen Brennan in conjunction with Councillor Harvey, Chairperson to schedule meetings with Ross Connolly and Roisin Erskine at the earliest opportunity.
DEA/19/8	Coordinator's Project Plan	Due to Purdah Ellen Brennan advised that she needed to have authority to work on the projects outlined in the Forward Work Plan. Following discussion it was unanimously <b>Agreed</b> that the Coordinator should be authorised to carry out the work outlined.	Ellen Brennan to work on the projects outlined.
DEA/19/9	Coordinator's Report	Ellen Brennan, Coordinator circulated an update report on what had been happening since the last meeting and provided further verbal details on same.	<b>Noted</b>
DEA/19/10	Shared Services Work Plan for Rowallane.	Ellen Brennan, Coordinator circulated copies of the Shared Services Work Plan developed by County Down Rural Community Network. Following discussion it was <b>Unanimously Agreed</b> that the work outlined therein should be undertaken.	Ellen Brennan to progress the work outlined in the work plan.
	At the request of Members	Letter of Thanks to be sent to Gillian Armstrong for holding the Fort in Ellen's absence and Letter of Congratulations to be sent to Lawrence Murphy, independent member on winning Good Neighbour Award in the Keep Northern Ireland Beautiful Community Awards.	Ellen Brennan to send respective letters.

<b>Report to:</b>	<b>Active &amp; Healthy Communities Committee</b>
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	<b>Peace IV Local Action Plan</b>
<b>Reporting Officer (Including Job Title):</b>	Janine Hillen, Assistant Director: Community Engagement
<b>Contact Officer (Including Job Title):</b>	Justyna McCabe, Programmes Manager

<table><tr><td>For decision</td><td></td><td>For noting only</td><td>x</td></tr></table>		For decision		For noting only	x
For decision		For noting only	x		
1.0	<b>Purpose and Background</b>				
1.1	The Peace IV Partnership met on 28 February 2019 and there were no recommendations arising from this meeting. Report is for noting only.				
2.0	<b>Key issues</b>				
2.1	<ul style="list-style-type: none"><li>• High staff turnover has impacted negatively on programme delivery and an extension to the programme may be required.</li><li>• SEUPB issued a statement regarding the PEACE &amp; INTERREG programmes and Brexit. It is the SEUPB's understanding that funding to all projects under the PEACE IV and INTERREG VA Programmes is guaranteed under the current programming period, irrespective of the Withdrawal Agreement between the UK and the EU.</li></ul>				
3.0	<b>Recommendations</b>				
3.1	That the Committee note the report.				
4.0	<b>Resource implications</b>				
4.1	Project 85% funded by the EU and 15% by the two Governments.				
5.0	<b>Equality and good relations implications</b>				
5.1	The project ensures equal opportunity and non-discrimination and the principles of equality and good relations have been incorporated into all stages of the Action Plan.				
6.0	<b>Rural Proofing implications</b>				
6.1	Due regard to rural needs has been considered.				
7.0	<b>Appendices</b>				
	Minutes of PEACE IV Partnership (January 2019)				
8.0	<b>Background Documents</b>				
	N/A				

**Peace IV Partnership Meeting**  
**Council Chambers, Down Shire Civic Centre, Downpatrick.**  
**Thursday 31<sup>st</sup> January 2019**

**Present:**

Cllr Charlie Casey (Newry, Mourne and Down District Council)  
 Cllr David Hyland (Newry, Mourne and Down District Council)  
 Cllr Michael Ruane (Newry, Mourne and Down District Council)  
 Cllr Terry Andrews (Newry, Mourne and Down District Council)  
 Cllr William Walker (Newry, Mourne and Down District Council)  
 Breige Jennings (Social Partner)  
 Declan Murphy (Social Partner)  
 Helen Honeyman (Harmony Community Trust)  
 Paul YAM (Social Partner)  
 Ruth Allen (SHSCT)

**Officers Present:**

Dan McEvoy (PCSP Manager)  
 Janine Hillen (Assistant Director)  
 Justyna McCabe (Programmes Manager)  
 Tanya Jackson (Peace Officer)

**Apologies noted from:**

Judith Poucher  
 Martin McMullan  
 Patricia Cunningham  
 Michael Lipsett

**In attendance:**

Kytrina Mullan

**1. Welcome**

Declan Murphy chaired the PEACE IV Partnership meeting.  
 The chair welcomed members of the PEACE IV Partnership including Ruth Allen the new Southern Health and Social Care Trust representative. Apologies were noted by the chair.

**2. Conflict of Interest**

Breige Jennings from County Down Rural Community Network declared a conflict under Shared Spaces & Services Re-imaging & Regeneration Programme.  
 Helen Honeyman from Harmony and Community Trust declared a conflict of interest.

**3. Minutes from Previous Meeting (Thursday, 6<sup>th</sup> December 2019)**

The minutes were approved:  
 Proposed: Cllr Terry Andrews  
 Seconded: Cllr Charlie Casey

#### **4. Management Report**

Justyna McCabe presented the management report update.

Peace Officer – We are currently recruiting a temporary Peace Officer to cover secondment. High staff turnover has impacted negatively on Programme delivery.

SEUPB training - The PEACE team attended SEUPB training on the 16<sup>th</sup> January. A second SEUPB training day has been organised for the 5<sup>th</sup> February 2019.

Reports and claims for period 10 (01.09.2018 – 31.11.2018) submitted at the end of January.

Newry Mourne and Down District Council Shared Spaces have been selected for a longitudinal impact evaluation over 3 years. This year they will evaluate the impact of the Flags, Emblems and Bonfires. Their focus will change to other programmes (such as Ballykinlar) next year and then the following year. (one each year).

#### **5. Partner Delivery Agent Reports**

Partner Delivery Agent reports were circulated to the PEACE partnership members.

##### **PCSP**

Dan McEvoy presented an update of the PCSP report and had no delegated authority to request.

Dan McEvoy highlighted that Martina Flynn will be taking over the PCSP manager role.

The chair thanked Dan McEvoy for his contribution to the Peace IV Partnership Meetings.

Justyna McCabe highlighted to the partnership that the Partner Delivery Agent reports contain a larger number of approvals as part of the units preplanning preparation for council elections and purdah.

##### **Children and Young People**

Tanya Jackson presented the Children and Young People report. Delegated authority was requested by Tanya Jackson for the following objectives under Children and Young People.

T.4 Youth Engagement Programme – Delegated authority requested to deliver the following:  
 To procure and appoint a provider to develop and deliver 6 thematic projects under the Youth Engagement Programme. Estimated cost: £60,000

-Delegated authority requested to deliver the following: To retender for a provider to develop and deliver 15 freeplay projects under the Youth Engagement Programme. Estimated cost: £67,000

T.5 Youth Led Cultural Diversity Programme – Delegated authority requested to deliver the following: To procure and appoint a provider to develop and deliver a Youth Led Cultural Diversity Programme. Estimated cost: £88,500.

T.6 Shared History and Culture Programme for Young People. Delegated authority requested to deliver the following: To develop projects in Partnership with Down County Museum and Procure and appoint specialist facilitators if required. Estimated Cost £94,072.

T7 Youth led Citizen Programme – Citizen. Delegated authority requested to deliver the following: To procure and appoint a provider to develop and deliver the programme. Estimated cost: £163,000.

Delegated authority was approved.

Proposed: Terry Andrews

Seconded: Helen Honeyman

Councillor Casey raised a query in relation project T2 – Capacity Building projects for disengaged hard to reach young people aged 10-24. Councillor Casey requested details of the groups that are been reached out to and if there are any projects been delivered in Downpatrick and Newry?

Helen Honeyman from Harmony Community Trust highlighted to the partnership that many groups had been approached, although this to date had not resulted in a large number of participants identified. It is a difficult group to recruit. Helen requested that all members forward her any details of any groups that they believe would be interested. Helen also identified that the local DEA officers had been very helpful. The next step would be to approach the SHSCT to identify participants.

Regarding Project T5 – Youth led Cultural Diversity Programme, Paul Yam highlighted that it would be important that all aspects of cultural diversity were explored in this project and that the emphasis should be on more than just the language. Helen Honeyman concurred and highlighted the importance of promoting this project across all communities.

Tanya Jackson encouraged partnership members to forward all ideas to the Programmes Unit on the Youth led Cultural Diversity Programme.

### Shared Spaces and Services

Justyna McCabe presented the Shared Spaces and Services report. Delegated authority was requested by Justyna McCabe for the following objectives under Shared Spaces and Services.

I.4 Shared Spaces Engagement Programme – Delegated Authority requested to deliver the following: To procure and appoint a provider to develop and deliver a shared spaces engagement programme in line with recommendations from mapping exercise. Estimated cost: £ 145,800

I.5 Capacity Building Programme for developing Shared Space – Delegated authority requested to deliver the following: To procure and appoint a provider to develop and deliver a capacity building programme for developing shared space. Estimated cost: £135,000

Delegated authority was approved.

Proposed: Cllr David Hyland

Seconded: Cllr Charlie Casey.

Councillor Casey queried objective I.12 BMX Track as there are currently no costs detailed. Justyna McCabe highlighted that the project had been approved by SEUPB. The costs for the project have increased (There is an estimated £50,000 increase). The revised costs have been forwarded to SEUPB for approval. The Programmes unit have requested a time line for the project from the Council Estates Department. It is hoped that the project construction will take place over the summer months.

The DEA officer and a representative from the Programmes unit will be meeting with the local community in the following week to ensure community approval.

### **Building Positive Relations.**

Justyna McCabe presented the Building Positive Relations. Delegated authority was requested by Justyna McCabe for the following objectives under Building Positive Relations.

T1 - Capacity Building & Engagement Programme for Groups across the District (inc BME) – Justyna requested the partnership to communicate to the Programmes Unit any groups who may be interested in the programme.

T2 Capacity Building Programme for DEA Fora – Delegated authority requested to deliver the following: To procure and appoint a provider to develop and deliver a capacity building programme for DEA Fora. Estimated cost £99,300.

T3 Civic Leadership Programme – Delegated authority requested to deliver the following: To procure and appoint facilitators to deliver further civic Leadership Programme: Estimated Cost: £81,790

T.4 Addressing Community Tensions through dialogue, mediations & conflict resolutions – Delegated authority requested to deliver the following: To procure and appoint a provider to develop and deliver a Programme to address Community Tensions through Dialogue, Mediation & Conflict Resolution. Estimated cost: £72,700.

T.7 Shared History & Culture Programme – Delegated authority requested to deliver the following:

Community Embroidery £35k (an increase of £5K)

1798 Rebellion £10k

Hans Sloane £22K

Gaol £28k

Estimates cost £95,000

T.8 Ethnic Minority Cultural Programme - Delegated authority requested to deliver the following: To procure and appoint specialist providers for the delivery of ethnic minority cultural and integration programmes. Estimated cost: £160,800

T.9 Cross Community and Intercultural Events - Delegated authority requested to deliver the following: To procure a provider to develop and deliver a programme of Cross – Community & intercultural Events. Estimated Costs: £159,000

Delegated authority was approved.

Proposed: Cllr William Walker

Seconded: Helen Honeyman

## **6. Date of Next Meeting:**

Cllr Terry Andrews highlighted that due to Council elections and purdah it would be beneficial if the meeting on the 28<sup>th</sup> March 2019 could be moved forward.

Advisements on the April meeting will be circulated in due course.

Date: Thursday 28th February 2019

Time: 6pm

Location: Council Chambers, Monaghan Row Newry

<b>Report to:</b>	<b>Active &amp; Healthy Communities Committee</b>
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	<b>Revised Financial Assistance Policy and Procedures</b>
<b>Reporting Officer (Including Job Title):</b>	Janine Hillen, Assistant Director: Community Engagement
<b>Contact Officer (Including Job Title):</b>	Justyna McCabe, Programmes Manager

<div> <div>For decision</div> <div>x</div> <div>For noting only</div> </div>	
<p><b>To consider and agree to:</b></p> <ul style="list-style-type: none"> <li>The recommendations and amendments regarding the new Financial Assistance Policy and Procedures (subject to confirmation that no equality or rural proofing issues are deemed detrimental).</li> </ul>	
<b>1.0</b>	<b>Purpose and Background</b>
1.1	<p>Newry Mourne and Down District Council and its legacy councils have provided a range of financial assistance funding streams aimed at encouraging activity at a community level, which can assist Council to achieve its own strategic objectives.</p> <p>Currently, Council <b>undertake several FA calls</b> throughout the financial year.</p> <p>Includes themes in revenue such as:</p> <ul style="list-style-type: none"> <li>Irish Language</li> <li>Tourism and Events</li> <li>Summer Schemes</li> <li>Major and Minor Events</li> <li>Local Biodiversity Enhancement</li> <li>Community Centre SLAs</li> <li>Sports Active</li> <li>Community Engagement</li> </ul> <p>In addition, a number of Capital Calls have been supported in Community, Sports (£100k) and Minor Capital (£30k). Annually Council award approx. £1.6m in grant aid.</p> <p>Capacity building workshops are rolled out across the District in advance of a publicised call, to provide information for groups on how to apply. In addition, the workshops give local groups an opportunity to feedback experiences as an applicant.</p> <p>In line with best practice, AHC has reviewed its current policies and procedures and commissioned an external audit which identifies several areas for improvement. This new DRAFT Financial Assistance Policy seeks to address all issues raised in both the review and audit and to ensure best use of public funds in future.</p>

2.0	<b>Key issues</b>
2.1	<p>Financial Assistance continues to expand, for example:</p> <ul style="list-style-type: none"> <li>• Increase from 11 to 16 themes</li> <li>• Increase from 258 successful applications to 447 successful applications</li> <li>• Increase from 870k budget to £1.6m budget (approx.)</li> </ul> <p>The main issues relating to the current FA process identified by applicants are:</p> <ul style="list-style-type: none"> <li>• Process remains administratively excessive</li> <li>• Exclusively a paper-based system (no opportunity to apply electronically)</li> </ul> <p>The main issues identified by Officers using the system included:</p> <ul style="list-style-type: none"> <li>• No clear evidence that project outcomes have been met (Input needed from sections who can determine whether spend was effective and undertake on-site visits).</li> <li>• Verification for spend is excessive, especially for smaller grant aid (£750) (The current level of vouching against all spend is resource intensive for Council and community groups)</li> </ul> <p>In developing the new Financial Assistance Policy Council has sought to:</p> <ul style="list-style-type: none"> <li>• Provide a closer strategic connection between Council strategic priorities and funding programmes.</li> <li>• Provide a more transparent and clear set of programmes and processes.</li> <li>• A move towards assisting funded organisations to deliver maximum impact with a monitoring process focused on assessing outcomes rather than inputs.</li> <li>• Reduce the administrative burden for both officers and applicants.</li> </ul>
3.0	<b>Recommendations</b>
3.1	<p>It is recommended that the revised Policy be implemented in conjunction with the online Grant Management System. The more notable changes to the existing process include:</p> <ul style="list-style-type: none"> <li>○ <b>Immediate procurement and implementation of an online system</b></li> <li>○ <b>Assessment process:</b></li> </ul> <p>The application scores will be compared against other applications and placed in order. Based on the amount of funding available applicants will be funded on the basis of their score. This Score and Rank system will ensure that the most worthwhile projects are funded in full.</p> <ul style="list-style-type: none"> <li>○ <b>Verification of projects:</b></li> </ul> <p>Verification of smaller revenue projects (£15k and below) will still require applicants to maintain records of all procurement and expenditure for 2 years. Groups must submit OBA evaluations based on application outcomes, as well as photographs/attendance sheets to support activity. Council officers will assist with reduced administrative checks and on-site visits.</p>

	<p>For Capital/Minor Works, groups must hire an appropriate professional to oversee the project - this cost is considered eligible expenditure. Projects will be 100% verified and Council will seek the following original information:</p> <ul style="list-style-type: none"> <li>✓ Advertisement, procurement summary report, invoice, bank statement</li> <li>✓ Payment Certificate and photographs.</li> </ul> <p>○ <b>Risk Assessment/Monitoring and Evaluation document:</b></p> <p>Due to reduction in overall vouching and verification, groups will be allocated a risk category based on a set of agreed criteria – all high-risk groups will be 100% vouched and verified. OBA indicators will be agreed at application stage based on question regarding outcomes and evaluation must be submitted for all groups based on indicators.</p> <p>○ <b>Sanctions:</b></p> <ul style="list-style-type: none"> <li>▪ Sanctions will be agreed and implemented for all projects where required.</li> </ul>
<b>4.0</b>	<b>Resource implications</b>
4.1	<ul style="list-style-type: none"> <li>• Procurement of an online Grant Management System</li> <li>• Resources to train staff/community representatives on the online system</li> <li>• OBA verification and spot checks (cross-departmental)</li> </ul>
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	While the purpose of the policy is to ensure equity, transparency and accountability in use of Financial Assistance, it is recognised that unintended outcomes can sometimes arise. For this reason, the policy will be subject to Equality Impact Assessment.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	While the policy is expected to apply equally to rural and urban areas and is not expected to create differential impacts in either, it should be subject to a Rural Needs Impact Assessment to determine whether more in depth assessment is required.
<b>7.0</b>	<b>Appendices</b>
	Appendix 1: Revised Financial Assistance Policy March 19
<b>8.0</b>	<b>Background Documents</b>
	N/A



## Newry, Mourne and Down District Council Financial Assistance Policy

### 1. Title

This policy sets the basis for providing financial assistance to external organisations within the Council area. It sets out the rationale for such funding and the basis on which it should be provided, monitored and evaluated.

### 2. Statement

Council endorses the production of this policy which aims to ensure Council meets its legal, regulatory and moral obligations in use of financial assistance and also facilitates the development of community structures and activities within the Council area.

### 3. Aim

The overall aim of financial assistance is to enable Council to maximise the impact of its work across the Council area for the benefit of local residents.

The objectives of the policy are to:

- Maximise the impact of, and outcomes from, all Council funding.
- Seek to address needs which are clearly demonstrated and fall within, or are compatible with, Council priorities.
- Increase community engagement and voluntary participation in addressing areas of common concern.
- Enhance the sustainability of community based activities and provision.
- Support community based work which addresses the needs of those who are most deprived.
- Support the development of mutual respect, understanding and appreciation of diversity and shared cultural experiences.
- Ensure fairness, transparency and value for money in all Council's Financial Assistance Practice.

#### **4. Scope**

The policy provides a framework within which Council Officers can manage Council's designated Financial Assistance Programmes. It sets out the rationale for such funding and the basis for determining which funding programmes will be operated in any particular financial year. The policy refers to guidance manuals which provide substantially more detail on how the Financial Assistance Programme should be run by Council Officers. This includes standards for the application process, the assessment and selection process, appeals process, construction of a letter of offer and the information required to verify the suitability of applicants. The manual also includes information on risk management, monitoring and evaluation of grant use. A further Applicant Guidance Manual sets out the process in simplified form for those applying for grants.

It is the responsibility of all Council Officers involved in Financial Assistance decisions and processes to fully observe the procedures set out in the guidance manuals and to ensure that applicants also observe the relevant procedures and requirements. Approval from senior management must be sought before any deviation from these procedures and any variation in the procedures used to assess or provide Financial Assistance will be considered to be a disciplinary offence.

The policy specifically seeks to address a number of issues highlighted during an internal audit in 2017/18. It takes a different approach to previous Financial Assistance work in that it will focus on outcome measurement rather than on vouching and input assessment. While it is recognised that much more can be achieved through focusing on outcomes and that this is much more administratively effective, it is also clear that care must be taken to protect Council from any risk of fraudulent activity. For this reason all applications will be assessed for risk level and the monitoring and evaluation approach will be dependent on the risk identified. In general, more innovative projects, applicants without a track record, or applications involving larger sums of money, such as capital projects, are likely to be scored as higher risk and require a greater level of monitoring and vouching.

#### **5. Related Policies**

The policy should be read in conjunction with:

- NMDDC FAP Guidance Manual
- NMDDC FAP Applicant Guidance
- NMDDC FAP Applicant Procedure Chart
- NMDDC FAP Risk Assessment Monitoring and Evaluation document
- Council's Conflict of Interest Policy and Procedures (September 2018)

## 6. Definitions

\*\*

## 7. Policy Owner

This policy is owned by Janine Hillen, Assistant Director, Community Engagement

## 8. Contact details in regard of this policy are:

Any information in relation to the policy, its operation or the associated guidance manuals should be referred to the Programmes Unit.

## 9. Policy Authorisation

SMT Authorised on 5<sup>th</sup> March 2019

Active & Healthy Communities Committee Authorised on 21<sup>st</sup> March 2019??

Council Authorised on \_\_\_\_\_

## 10. Policy Effective Date

\_\_\_\_\_

## 11. Policy Review Date

"The policy will be reviewed in line with the Council's agreed policy review cycle i.e. every 4 years (as per Council's Equality Scheme commitment 4.31), or sooner to ensure it remains reflective of legislative developments."

## 12. Procedures and arrangements for monitoring the implementation and impact of the policy

The policy will be implemented during the financial year 2019/20. It will be reviewed towards the end of 2019 to consider whether any changes need to be made to ensure its effective implementation. The review will take into consideration the views of applicants, Council Officers and elected members and will seek to ensure that the policy is as efficient and effective as possible in delivering Council's primary vision of Financial Assistance.

## 13. Equality Screening

While the purpose of the policy is to ensure equity, transparency and accountability in use of Financial Assistance, it is recognised that unintended

outcomes can sometimes arise. For this reason the policy will be subject to Equality Impact Assessment.

#### **14. Rural Impact Assessment**

While the policy is expected to apply equally to rural and urban areas and is not expected to create differential impacts in either, it should be subject to a high level Rural Needs Impact Assessment to determine whether more in depth assessment is required.

#### **15. Version Control**

\*\*

<b>Report to:</b>	<b>Active &amp; Healthy Communities Committee</b>
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Financial Assistance Call 1 2019/20
<b>Reporting Officer (Including Job Title):</b>	Janine Hillen, Assistant Director: Community Engagement
<b>Contact Officer (Including Job Title):</b>	Justyna McCabe, Programmes Manager

<b>For decision</b>	<b>x</b>	<b>For noting only</b>	
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***To consider and agree to:***

- Approval to fund applications in Call 1 for the 2018-2019 periods as per the Appendices.
- Approval for Financial Assistance Call 2 (subject to the confirmation of budgets).

<b>1.0</b>	<b>Purpose and Background:</b>
1.1	<p>The Call for Financial Assistance opened on Monday 14<sup>th</sup> January 2019 and closed on 4pm, Friday 15 February 2019 with applications received under the following themes:</p> <ul style="list-style-type: none"> <li>• Community Engagement</li> <li>• Sports Active Award</li> <li>• Community Events and Festivals</li> <li>• Summer Schemes</li> <li>• Irish Language</li> <li>• Tourism Events</li> <li>• Local Biodiversity Enhancement</li> <li>• Minor Grants for Communities</li> <li>• Community Capital</li> <li>• Service Level Agreements</li> <li>• FMAs</li> </ul> <p>Attached are reports which provide a breakdown of the number of applications, pass and fail at each stage of the process, geographical spread of the applications received and a breakdown of the final allocations to successful applicants.</p> <p>Tourism Events report has been tabled at ERT Committee and is not included in this report.</p> <p>It is proposed that Call 2 open in April 2019 under the following themes, subject to the confirmation of budgets:</p> <ul style="list-style-type: none"> <li>• Good Relations</li> <li>• PCSP</li> <li>• Christmas Illuminations</li> <li>• Sports Capital</li> <li>• Community Capital / Minor Grants for Community Centres</li> <li>• PEACE IV (subject to funder's approval)</li> </ul>

<b>2.0</b>	<b>Key issues:</b>
2.1	<p>The amount of funding requested was considerably higher than the available budget in:</p> <ul style="list-style-type: none"> <li>- Community Engagement</li> <li>- Major Minor Events and Festivals</li> </ul> <p>It is recommended that we award 50% of amount requested to each successful applicant.</p> <p>In Sports Active Council Council are required by Sports NI to score and rank projects and therefore it is recommended that applicants that have received a pass score and do not receive funding, will be informed that they may be reconsidered and allocated funding should it become available at a later date. Holding letters will be issued to projects and only upon receipt of Sports NI Letter of Offer will Council issue Letters of Offer to successful groups.</p> <p>See appendices attached for full details of awards.</p> <p>If required, grant aid may be awarded up to 10% of overall theme budget (in instances where applications score the same at point of full budget allocation), this will ensure budgets are maximised and will allow for potential de-committal and underspend.</p>
<b>3.0</b>	<b>Recommendations:</b>
3.1	<ul style="list-style-type: none"> <li>• Approval to fund applications in Call 1 for the 2019-2020 periods as per the Appendices.</li> <li>• Approval for Financial Assistance Call 2 (subject to the confirmation of budgets).</li> </ul>
<b>4.0</b>	<b>Resource implications:</b>
4.1	<ul style="list-style-type: none"> <li>• The total amount awarded for each theme as per the Appendices.</li> </ul>
<b>5.0</b>	<b>Equality and good relations implications:</b>
5.1	There is an inclusion of equality and good relations within the applications and the process is underpinned by Equality and Good Relations principles.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	Due regard to rural needs has been considered.
<b>7.0</b>	<b>Appendices</b>
	Call 1 Analysis.
<b>8.0</b>	<b>Background Documents</b>
	N/A

**Community Engagement Financial Assistance 2019/20**  
**Newry, Mourne and Down District Council**

**Applications received 131**

**113** Applications recommended for funding

**86%** of applications awarded

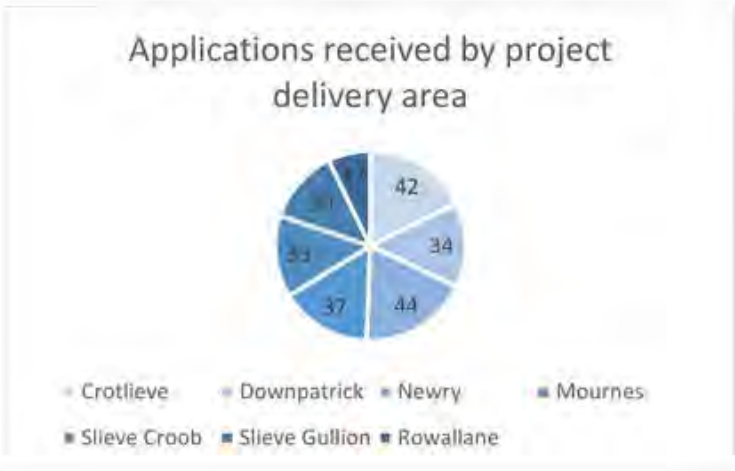
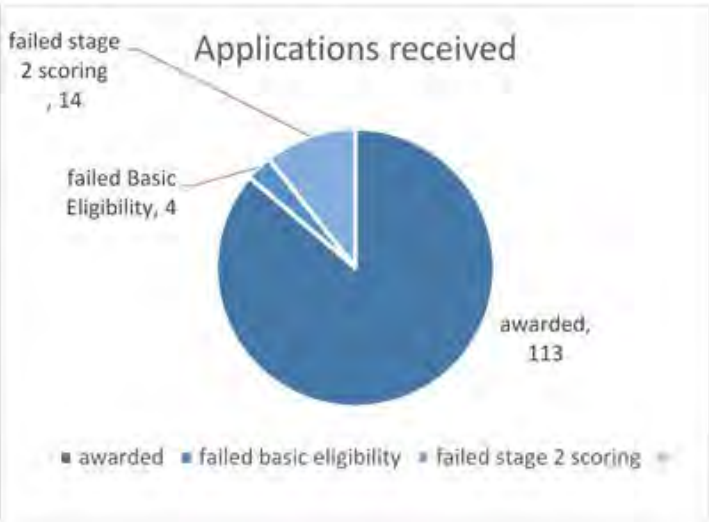
Amount requested from successful applicants **£162,413.00**

Total amount awarded **£81,332.95**

**Of the 131 applications:**

4 failed basic eligibility = 3%

14 Failed stage 2 scoring = 11%



## Appendix

### Breakdown of Applications per stage and final amount recommended for award.

#### Stage 1 = 4 Fail

Group	Passed basic eligibility
CE-15-2019	No
CE-16-2019	No
CE-17-2019	No
CE-64-2019	No

#### Stage 2 = 14 fail

Group	Passed basic eligibility	Stage 2
CE-4-2019	yes	No
CE-10-2019	yes	No
CE-29-2019	yes	No
CE-38-2019	yes	No
CE-41-2019	yes	No
CE-46-2019	yes	No
CE-50-2019	yes	No
CE-57-2019	yes	No
CE-67-2019	yes	No
CE-70-2019	yes	No
CE-95-2019	yes	No
CE-99-2019	yes	No
CE-122-2019	yes	No
CE-132-2019	yes	No

#### Stage 1 & 2 = 113 Passed & 113 Recommended for Awarded

Group	Passed basic eligibility	Stage 2	Recommended Amount Awarded
CE-1-2019	yes	yes	£750.00
CE-2-2019	yes	yes	£750.00
CE-3-2019	yes	yes	£750.00
CE-5-2019	yes	yes	£750.00
CE-6-2019	yes	yes	£750.00
CE-7-2019	yes	yes	£750.00
CE-8-2019	yes	yes	£750.00
CE-9-2019	yes	yes	£745.00
CE-11-2019	yes	yes	£750.00
CE-12-2019	yes	yes	£750.00
CE-13-2019	yes	yes	£750.00

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CE-14-2019	yes	yes	£750.00
CE-18-2019	yes	yes	£750.00
CE-20-2019	yes	yes	£750.00
CE-21-2019	yes	yes	£750.00
CE-22-2019	yes	yes	£750.00
CE-23-2019	yes	yes	£750.00
CE-24-2019	yes	yes	£750.00
CE-25-2019	yes	yes	£750.00
CE-26-2019	yes	yes	£750.00
CE-27-2019	yes	yes	£750.00
CE-28-2019	yes	yes	£750.00
CE-30-2019	yes	yes	£750.00
CE-31-2019	yes	yes	£750.00
CE-32-2019	yes	yes	£750.00
CE-33-2019	yes	yes	£750.00
CE-34-2019	yes	yes	£750.00
CE-35-2019	yes	yes	£500.00
CE-36-2019	yes	yes	£735.00
CE-37-2019	yes	yes	£750.00
CE-39-2019	yes	yes	£525.00
CE-40-2019	yes	yes	£750.00
CE-42-2019	yes	yes	£525.50
CE-43-2019	yes	yes	£710.00
CE-44-2019	yes	yes	£750.00
CE-45-2019	yes	yes	£690.00
CE-47-2019	yes	yes	£725.00
CE-48-2019	yes	yes	£750.00
CE-49-2019	yes	yes	£750.00
CE-51-2019	yes	yes	£750.00
CE-52-2019	yes	yes	£684.00
CE-53-2019	yes	yes	£749.00
CE-54-2019	yes	yes	£750.00
CE-55-2019	yes	yes	£500.00
CE-56-2019	yes	yes	£575.00
CE-58-2019	yes	yes	£600.00
CE-59-2019	yes	yes	£750.00
CE-60-2019	yes	yes	£750.00
CE-61-2019	yes	yes	£500.00
CE-62-2019	yes	yes	£750.00
CE-63-2019	yes	yes	£500.00
CE-65-2019	yes	yes	£725.00
CE-66-2019	yes	yes	£750.00
CE-68-2019	yes	yes	£750.00
CE-69-2019	yes	yes	£750.00
CE-71-2019	yes	yes	£735.00
CE-72-2019	yes	yes	£750.00
CE-73-2019	yes	yes	£750.00
CE-74-2019	yes	yes	£750.00

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CE-75-2019	yes	yes	£750.00
CE-76-2019	yes	yes	£750.00
CE-77-2019	yes	yes	£750.00
CE-78-2019	yes	yes	£750.00
CE-79-2019	yes	yes	£750.00
CE-80-2019	yes	yes	£750.00
CE-82-2019	yes	yes	£750.00
CE-83-2019	yes	yes	£750.00
CE-84-2019	yes	yes	£750.00
CE-85-2019	yes	yes	£750.00
CE-86-2019	yes	yes	£750.00
CE-87-2019	yes	yes	£750.00
CE-88-2019	yes	yes	£500.00
CE-89-2019	yes	yes	£750.00
CE-90-2019	yes	yes	£750.00
CE-91-2019	yes	yes	£750.00
CE-92-2019	yes	yes	£750.00
CE-93-2019	yes	yes	£750.00
CE-94-2019	yes	yes	£750.00
CE-96-2019	yes	yes	£750.00
CE-97-2019	yes	yes	£750.00
CE-98-2019	yes	yes	£750.00
CE-100-2019	yes	yes	£750.00
CE-101-2019	yes	yes	£675.00
CE-102-2019	yes	yes	£730.00
CE-103-2019	yes	yes	£750.00
CE-104-2019	yes	yes	£700.00
CE-105-2019	yes	yes	£750.00
CE-106-2019	yes	yes	£750.00
CE-107-2019	yes	yes	£750.00
CE-108-2019	yes	yes	£500.00
CE-109-2019	yes	yes	£750.00
CE-110-2019	yes	yes	£750.00
CE-111-2019	yes	yes	£500.00
CE-112-2019	yes	yes	£750.00
CE-114-2019	yes	yes	£750.00
CE-115-2019	yes	yes	£750.00
CE-116-2019	yes	yes	£750.00
CE-117-2019	yes	yes	£750.00
CE-118-2019	yes	yes	£750.00
CE-120-2019	yes	yes	£675.00
CE-121-2019	yes	yes	£738.95
CE-123-2019	yes	yes	£750.00
CE-124-2019	yes	yes	£750.00
CE-125-2019	yes	yes	£750.00
CE-126-2019	yes	yes	£750.00
CE-127-2019	yes	yes	£750.00
CE-128-2019	yes	yes	£750.00

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CE-129-2019	yes	yes	£750.00
CE-130-2019	yes	yes	£590.50
CE-131-2019	yes	yes	£750.00
CE-133-2019	yes	yes	£750.00
CE-134-2019	yes	yes	£500.00
CE-135-2019	yes	yes	£750.00
Total Awarded			£81,332.95

END

## Sports Active Financial Assistance 2019/20 Newry, Mourne and Down District Council

### Applications received 80

25 Applications recommended for funding

31% of applications awarded

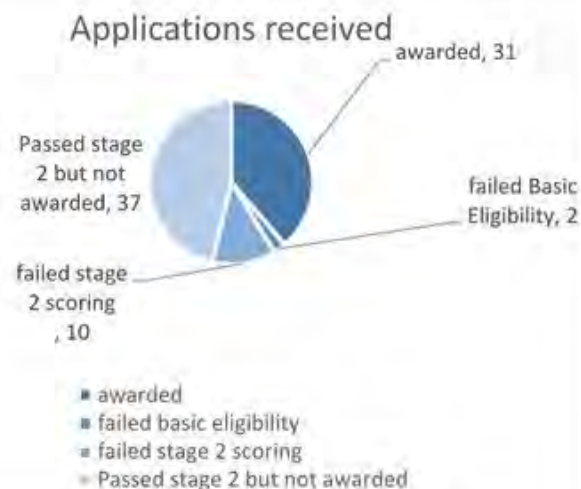
Amount requested from successful applicants **£57,856.00**

Total amount awarded **£57,455.60**

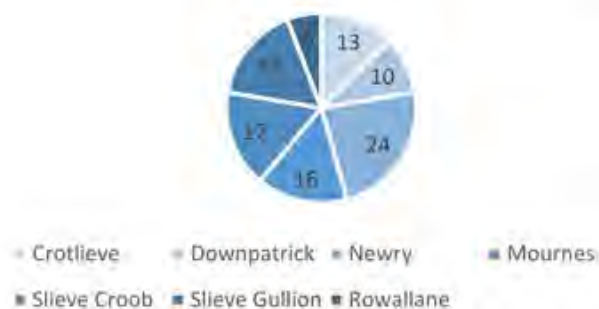
### Of the 80 applications:

2 failed basic eligibility = 2.5%

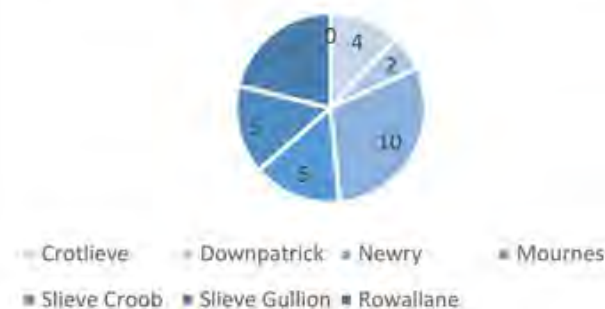
10 Failed stage 2 scoring = 12.5%



### Applications received by project delivery area



### Applications awarded by project delivery area



Appendix

**Breakdown of Applications per stage and final amount recommended for award.**

**Stage 1 = 2 Fail**

Group	Passed basic eligibility
SA-17-2019	no
SA-48-2019	No

**Stage 2 = 10 fail**

Group	Passed basic eligibility	Stage 2
SA-3-2019	yes	No
SA-12-2019	yes	No
SA-14-2019	yes	No
SA-21-2019	yes	No
SA-28-2019	yes	No
SA-32-2019	yes	No
SA-38-2019	yes	No
SA-47-2019	yes	No
SA-62-2019	yes	No
SA-76-2019	yes	No

**Stage 1 & 2 = 68 Passed & 25 Recommended for Awarded**

Group	Passed basic eligibility	Stage 2	Recommended Amount Awarded
SA-1-2019	yes	yes	£1,500.00
SA-2-2019	yes	yes	£960.00
SA-4-2019	yes	yes	£2,790.00
SA-5-2019	yes	yes	£3,000.00
SA-7-2019	yes	yes	£2,530.00
SA-8-2019	yes	yes	£3,000.00
SA-9-2019	yes	yes	£2,525.00
SA-11-2019	yes	yes	£1,880.00
SA-19-2019	yes	yes	£1,500.00
SA-22-2019	yes	yes	£3,000.00
SA-29-2019	yes	yes	£3,000.00
SA-30-2019	yes	yes	£2,950.00
SA-34-2019	yes	yes	£2,600.00
SA-35-2019	yes	yes	£1,150.00
SA-41-2019	yes	yes	£775.60
SA-49-2019	yes	yes	£3,000.00
SA-51-2019	yes	yes	£2,990.00

## Appendix

SA-53-2019	yes	yes	£1,500.00
SA-54-2019	yes	yes	£2,755.00
SA-56-2019	yes	yes	£3,000.00
SA-64-2019	yes	yes	£1,480.00
SA-65-2019	yes	yes	£2,570.00
SA-66-2019	yes	yes	£3,000.00
SA-68-2019	yes	yes	£2,000.00
SA-75-2019	yes	yes	£2,000.00
SA-6-2019	yes	yes	£0.00
SA-10-2019	yes	yes	£0.00
SA-13-2019	yes	yes	£0.00
SA-15-2019	yes	yes	£0.00
SA-16-2019	yes	yes	£0.00
SA-18-2019	yes	yes	£0.00
SA-20-2019	yes	yes	£0.00
SA-23-2019	yes	yes	£0.00
SA-24-2019	yes	yes	£0.00
SA-25-2019	yes	yes	£0.00
SA-26-2019	yes	yes	£0.00
SA-27-2019	yes	yes	£0.00
SA-31-2019	yes	yes	£0.00
SA-33-2019	yes	yes	£0.00
SA-36-2019	yes	yes	£0.00
SA-37-2019	yes	yes	£0.00
SA-39-2019	yes	yes	£0.00
SA-40-2019	yes	yes	£0.00
SA-42-2019	yes	yes	£0.00
SA-43-2019	yes	yes	£0.00
SA-44-2019	yes	yes	£0.00
SA-45-2019	yes	yes	£0.00
SA-46-2019	yes	yes	£0.00
SA-50-2019	yes	yes	£0.00
SA-52-2019	yes	yes	£0.00
SA-55-2019	yes	yes	£0.00
SA-57-2019	yes	yes	£0.00
SA-58-2019	yes	yes	£0.00
SA-59-2019	yes	yes	£0.00
SA-60-2019	yes	yes	£0.00
SA-61-2019	yes	yes	£0.00
SA-63-2019	yes	yes	£0.00
SA-67-2019	yes	yes	£0.00
SA-69-2019	yes	yes	£0.00
SA-70-2019	yes	yes	£0.00
SA-71-2019	yes	yes	£0.00
SA-72-2019	yes	yes	£0.00
SA-73-2019	yes	yes	£0.00
SA-74-2019	yes	yes	£0.00

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SA-77-2019	yes	yes	£0.00
SA-78-2019	yes	yes	£0.00
SA-79-2019	yes	yes	£0.00
SA-80-2019	yes	yes	£0.00
<b>Total Awarded</b>			<b>£57,455.60</b>

END

**Community Festivals Financial Assistance 2019/20**  
**Newry, Mourne and Down District Council**

**Applications received 100**

**85** Applications recommended for funding

**85%** of applications awarded

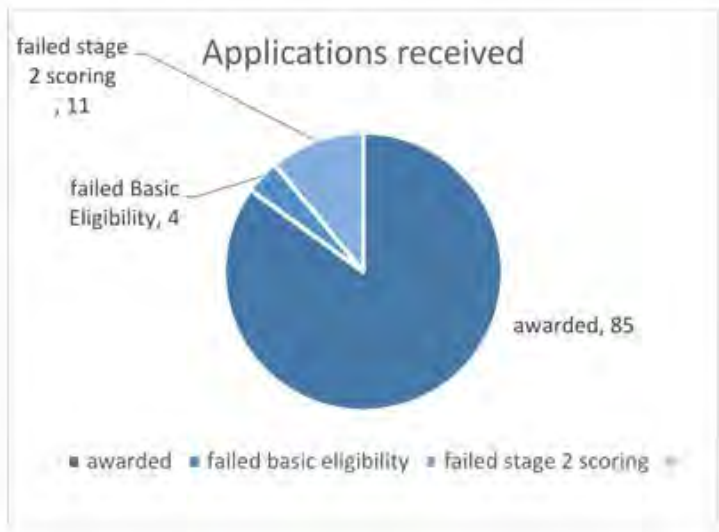
Amount requested from successful applicants **£177,557.99**

Total amount awarded **£81,714.00**

**Of the 100 applications:**

4 failed basic eligibility = 4%

11 Failed stage 2 scoring = 11%



## Appendix

### Breakdown of Applications per stage and final amount recommended for award.

#### Stage 1 = 4 Fail

Group	Passed basic eligibility
MM-3-2019	No
MM-12-2019	No
MM-30-2019	No
MM-57-2019	No

#### Stage 2 = 11 fail

Group	Passed basic eligibility	Stage 2
MM-2-2019	yes	No
MM-13-2019	yes	No
MM-15-2019	yes	No
MM-41-2019	yes	No
MM-51-2019	yes	No
MM-64-2019	yes	No
MM-81-2019	yes	No
MM-87-2019	yes	No
MM-89-2019	yes	No
MM-92-2019	yes	No
MM-101-2019	yes	No

#### Stage 1 & 2 = 85 Passed & 85 Recommended for Awarded

Group	Passed basic eligibility	Stage 2	Recommended Amount Awarded
MM-1-2019	yes	yes	£1,000.00
MM-4-2019	yes	yes	£1,000.00
MM-5-2019	yes	yes	£1,000.00
MM-6-2019	yes	yes	£1,000.00
MM-7-2019	yes	yes	£677.50
MM-8-2019	yes	yes	£1,000.00
MM-9-2019	yes	yes	£500.00
MM-10-2019	yes	yes	£1,000.00
MM-11-2019	yes	yes	£1,000.00
MM-14-2019	yes	yes	£750.00
MM-16-2019	yes	yes	£1,000.00
MM-17-2019	yes	yes	£1,000.00
MM-18-2019	yes	yes	£1,000.00
MM-19-2018	yes	yes	£1,000.00

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MM-20-2019	yes	yes	£975.00
MM-21-2019	yes	yes	£975.00
MM-22-2019	yes	yes	£1,000.00
MM-23-209	yes	yes	£1,000.00
MM-24-2019	yes	yes	£1,000.00
MM-25-2019	yes	yes	£1,000.00
MM-26-2019	yes	yes	£1,000.00
MM-27-2019	yes	yes	£950.00
MM-28-2019	yes	yes	£1,000.00
MM-29-2019	yes	yes	£1,000.00
MM-31-2019	yes	yes	£1,000.00
MM-32-2019	yes	yes	£1,000.00
MM-33-2019	yes	yes	£1,000.00
MM-34-2019	yes	yes	£1,000.00
MM-35-2019	yes	yes	£1,000.00
MM-36-2019	yes	yes	£1,000.00
MM-37-2019	yes	yes	£1,000.00
MM-38-2019	yes	yes	£1,000.00
MM-39-2019	yes	yes	£1,000.00
MM-40-2019	yes	yes	£1,000.00
MM-42-2019	yes	yes	£1,000.00
MM-43-2019	yes	yes	£867.50
MM-44-2019	yes	yes	£1,000.00
MM-45-2019	yes	yes	£950.00
MM-46-2019	yes	yes	£1,000.00
MM-47-2019	yes	yes	£1,000.00
MM-48-2019	yes	yes	£1,000.00
MM-49-2019	yes	yes	£995.00
MM-50-2019	yes	yes	£1,000.00
MM-52-2019	yes	yes	£1,000.00
MM-53-2019	yes	yes	£1,000.00
MM-54-2019	yes	yes	£1,000.00
MM-55-2019	yes	yes	£850.00
MM-56-2019	yes	yes	£1,000.00
MM-58-2019	yes	yes	£1,000.00
MM-59-2019	yes	yes	£995.00
MM-60-2019	yes	yes	£1,000.00
MM-61-2019	yes	yes	£1,000.00
MM-62-2019	yes	yes	£1,000.00
MM-63-2019	yes	yes	£1,000.00
MM-65-2019	yes	yes	£1,000.00
MM-66-2019	yes	yes	£750.00
MM-67-2019	yes	yes	£1,000.00
MM-68-2019	yes	yes	£1,000.00
MM-69-2019	yes	yes	£1,000.00
MM-70-2019	yes	yes	£1,000.00
MM-71-2019	yes	yes	£999.00
MM-72-2019	yes	yes	£1,000.00

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MM-73-2019	yes	yes	£1,000.00
MM-74-2019	yes	yes	£1,000.00
MM-75-2019	yes	yes	£1,000.00
MM-76-2019	yes	yes	£1,000.00
MM-77-2019	yes	yes	£1,000.00
MM-78-2019	yes	yes	£1,000.00
MM-79-2019	yes	yes	£925.00
MM-80-2019	yes	yes	£840.00
MM-82-2019	yes	yes	£1,000.00
MM-83-2019	yes	yes	£500.00
MM-84-2019	yes	yes	£1,000.00
MM-85-2019	yes	yes	£500.00
MM-86-2019	yes	yes	£1,000.00
MM-88-2019	yes	yes	£1,000.00
MM-90-2019	yes	yes	£1,000.00
MM-93-2019	yes	yes	£1,000.00
MM-94-2019	yes	yes	£1,000.00
MM-95-2019	yes	yes	£1,000.00
MM-96-2019	yes	yes	£1,000.00
MM-97-2019	yes	yes	£1,000.00
MM-98-2019	yes	yes	£965.00
MM-99-2019	yes	yes	£1,000.00
MM-100-2019	yes	yes	£750.00
<b>Total Awarded</b>			<b>£81,714.00</b>

END

## Summer Schemes Financial Assistance 2019/20

### Newry, Mourne and Down District Council

#### Applications received 71

62 Applications recommended for funding

87% of applications awarded

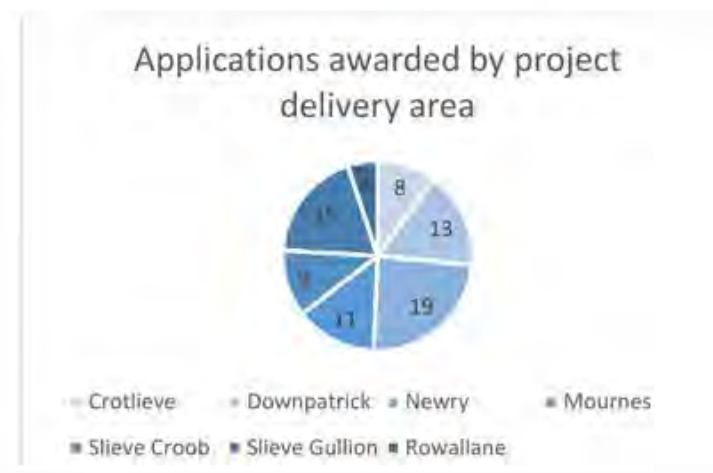
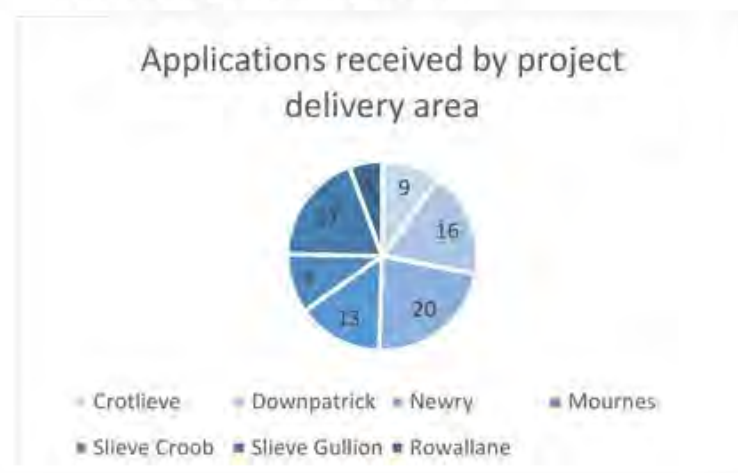
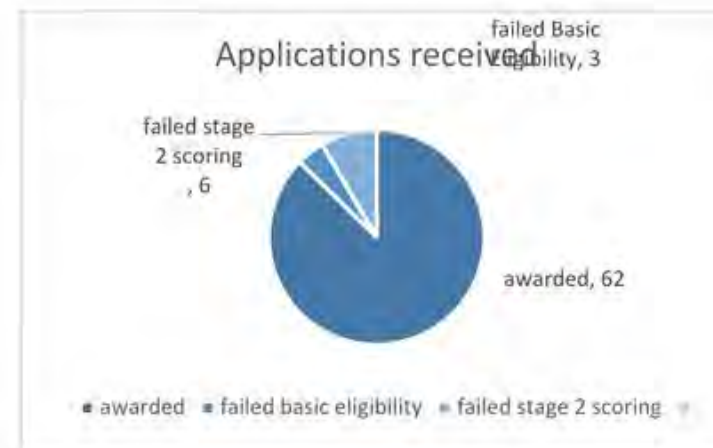
Amount requested from successful applicants **£62,044.00**

Total amount awarded **£60,994.00**

#### Of the 71 applications:

3 failed basic eligibility = 4%

6 Failed stage 2 scoring = 8%



## Appendix

### Breakdown of Applications per stage and final amount recommended for award.

#### Stage 1 = 3 Fail

Group	Passed basic eligibility
SS-7-2019	no
SS-19-2019	No
SS-37-2019	No

#### Stage 2 = 6 fail

Group	Passed basic eligibility	Stage 2
SS-17-2019	yes	No
SS-20-2019	yes	No
SS-50-2019	yes	No
SS-59-2019	yes	No
SS-67-2019	yes	No
SS-71-2019	yes	No

#### Stage 1 & 2 = 62 Passed & 62 Recommended for Awarded

Group	Passed basic eligibility	Stage 2	Recommended Amount Awarded
SS-1-2019	yes	yes	£1,000.00
SS-2-2019	yes	yes	£1,000.00
SS-3-2019	yes	yes	£1,000.00
SS-4-2019	yes	yes	£950.00
SS-5-2019	yes	yes	£1,000.00
SS-6-2019	yes	yes	£650.00
SS-8-2019	yes	yes	£999.00
SS-9-2019	yes	yes	£1,000.00
SS-10-2019	yes	yes	£1,000.00
SS-11-2019	yes	yes	£1,000.00
SS-12-2019	yes	yes	£1,000.00
SS-13-2019	yes	yes	£1,000.00
SS-14-2019	yes	yes	£1,000.00
SS-15-2019	yes	yes	£1,000.00
SS-16-2019	yes	yes	£1,000.00
SS-18-2019	yes	yes	£1,000.00
SS-21-2019	yes	yes	£675.00
SS-22-2019	yes	yes	£1,000.00
SS-23-2019	yes	yes	£1,000.00
SS-24-2019	yes	yes	£985.00

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SS-25-2019	yes	yes	£1,000.00
SS-26-2019	yes	yes	£1,000.00
SS-27-2019	yes	yes	£1,000.00
SS-28-2019	yes	yes	£1,000.00
SS-29-2019	yes	yes	£745.00
SS-30-2019	yes	yes	£1,000.00
SS-31-2019	yes	yes	£1,000.00
SS-32-2019	yes	yes	£1,000.00
SS-33-2019	yes	yes	£1,000.00
SS-34-2019	yes	yes	£1,000.00
SS-35-2019	yes	yes	£1,000.00
SS-36-2019	yes	yes	£1,000.00
SS-38-2019	yes	yes	£1,000.00
SS-39-2019	yes	yes	£1,000.00
SS-40-2019	yes	yes	£1,000.00
SS-41-2019	yes	yes	£1,000.00
SS-42-2019	yes	yes	£1,000.00
SS-43-2019	yes	yes	£1,000.00
SS-44-2019	yes	yes	£1,000.00
SS-45-2019	yes	yes	£1,000.00
SS-46-2019	yes	yes	£1,000.00
SS-47-2019	yes	yes	£1,000.00
SS-48-2019	yes	yes	£1,000.00
SS-49-2019	yes	yes	£1,000.00
SS-51-2019	yes	yes	£1,000.00
SS-52-2019	yes	yes	£1,000.00
SS-53-2019	yes	yes	£1,000.00
SS-54-2019	yes	yes	£1,000.00
SS-55-2019	yes	yes	£1,000.00
SS-56-2019	yes	yes	£990.00
SS-57-2019	yes	yes	£1,000.00
SS-58-2019	yes	yes	£1,000.00
SS-60-2019	yes	yes	£1,000.00
SS-61-2019	yes	yes	£1,000.00
SS-62-2019	yes	yes	£1,000.00
SS-63-2019	yes	yes	£1,000.00
SS-64-2019	yes	yes	£1,000.00
SS-65-2019	yes	yes	£1,000.00
SS-66-2019	yes	yes	£1,000.00
SS-68-2019	yes	yes	£1,000.00
SS-69-2019	yes	yes	£1,000.00
SS-70-2019	yes	yes	£1,000.00
<b>Total Awarded</b>			<b>£60,994.00</b>

END

## Irish Language Financial Assistance 2019/20 Newry, Mourne and Down District Council

### Applications received 41

20 Applications recommended for funding

49% of applications awarded

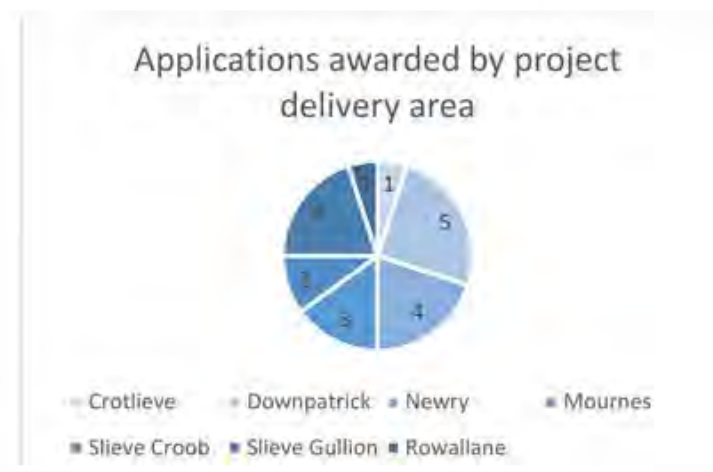
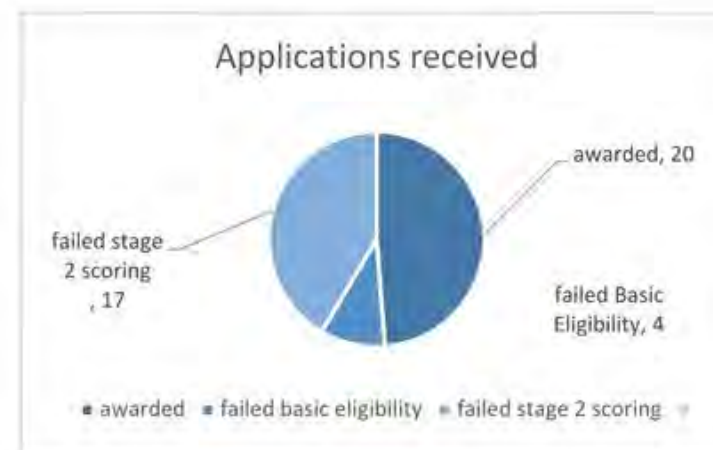
Amount requested from successful applicants **£50,490.00**

Total amount awarded **£50,240.00**

### Of the 41 applications:

4 failed basic eligibility = 10%

17 Failed stage 2 scoring = 41%



Appendix

**Breakdown of Applications per stage and final amount recommended for award.**

**Stage 1 = 4 Fail**

Group	Passed basic eligibility
IL-10-2019	no
IL-18-2019	No
IL-24-2019	No
IL-41-2019	No

**Stage 2 = 17 fail**

Group	Passed basic eligibility	Stage 2
IL-5-2019	yes	No
IL-8-2019	yes	No
IL-9-2019	yes	No
IL-12-2019	yes	No
IL-15-2019	yes	No
IL-16-2019	yes	No
IL-22-2019	yes	No
IL-23-2019	yes	No
IL-25-2019	yes	No
IL-28-2019	yes	No
IL-31-2019	yes	No
IL-32-2019	yes	No
IL-33-2019	yes	No
IL-34-2019	yes	No
IL-35-2019	yes	No
IL-36-2019	yes	No

**Stage 1 & 2 = 20 Passed & 20 Recommended for Awarded**

Group	Passed basic eligibility	Stage 2	Recommended Amount Awarded
IL-1-2019	yes	yes	£3,000
IL-2-2019	yes	yes	£2,990
IL-3-2019	yes	yes	£3,000
IL-4-2019	yes	yes	£2,000
IL-6-2019	yes	yes	£3,000
IL-7-2019	yes	yes	£2,100
IL-11-2019	yes	yes	£2,590
IL-13-2019	yes	yes	£3,000
IL-14-2019	yes	yes	£1,560

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IL-17-2019	yes	yes	£1,800
IL-19-2019	yes	yes	£3,000
IL-20-2019	yes	yes	£1,820
IL-21-2019	yes	yes	£3,000
IL-26-2019	yes	yes	£1,750
IL-27-2019	yes	yes	£1,200
IL-29-2019	yes	yes	£2,430
IL-30-2019	yes	yes	£3,000
IL-37-2019	yes	yes	£3,000
IL-38-2019	yes	yes	£3,000
IL-40-2019	yes	yes	£3,000
<b>Total Awarded</b>			<b>£50,240.00</b>

END

## Local Biodiversity Enhancement Financial Assistance 2019/20

### Newry, Mourne and Down District Council

#### Applications received 12

10 Applications recommended for funding

83% of applications awarded

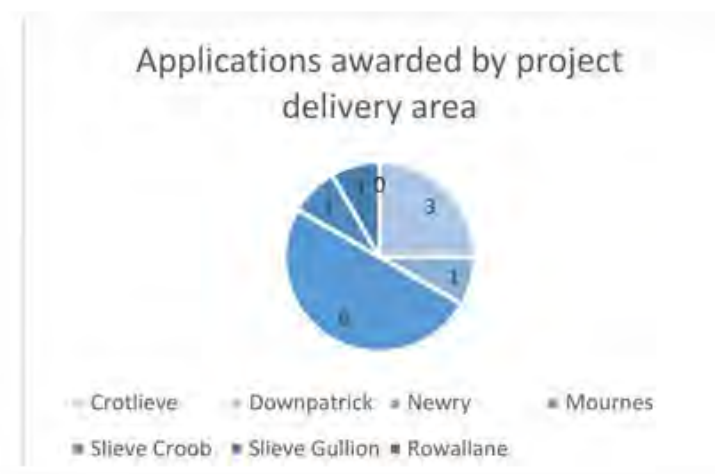
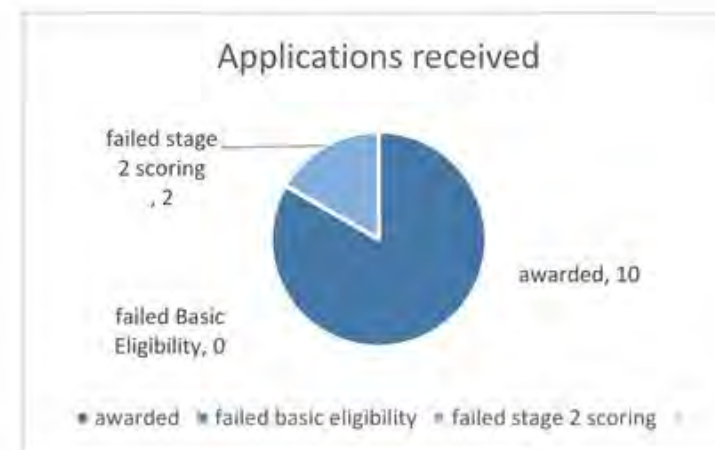
Amount requested from successful applicants **£14,437.90**

Total amount awarded **£9,935.90**

#### Of the 12 applications:

0 failed basic eligibility = 0%

2 Failed stage 2 scoring = 17%



Appendix

**Breakdown of Applications per stage and final amount recommended for award.**

**Stage 1 = 0 Fail**

Group	Passed basic eligibility

**Stage 2 = 2 fail**

Group	Passed basic eligibility	Stage 2
LB-3-2019	yes	No
TLB-10-2019	yes	No

**Stage 1 & 2 = 10 Passed & 10 Recommended for Awarded**

Group	Passed basic eligibility	Stage 2	Recommended Amount Awarded
LB-1-2019	Yes	Yes	£1,000.00
LB-2-2019	Yes	Yes	£1,475.90
LB-4-2019	Yes	Yes	£1,000.00
LB-5-2019	Yes	Yes	£900.00
LB-6-2019	Yes	Yes	£1,000.00
LB-7-2019	Yes	Yes	£960.00
LB-8-2019	Yes	Yes	£1,200.00
LB-9-2019	Yes	Yes	£900.00
LB-11-2019	Yes	Yes	£1,000.00
LB-12-2019	Yes	Yes	£500.00
<b>Total Awarded</b>			<b>£9,935.90</b>

END

## Minor Grants Financial Assistance 2019/20 Newry, Mourne and Down District Council

### Applications received 11

3 Applications recommended for funding

27% of applications awarded

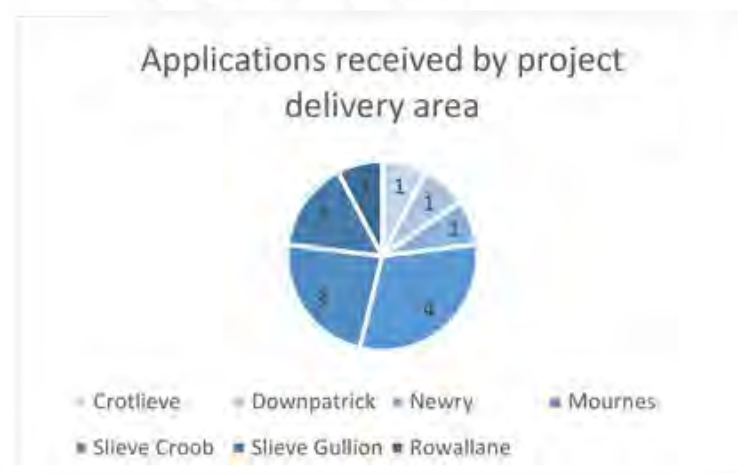
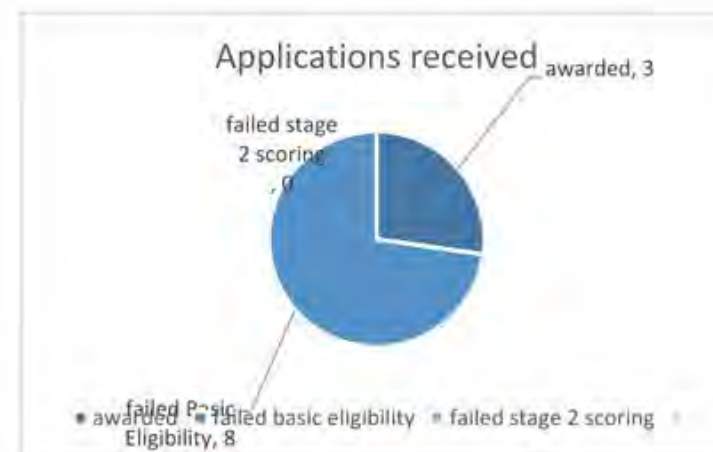
Amount requested from successful applicants **£48,538.13**

Total amount awarded **£48,037.00**

### Of the 11 applications:

8 failed basic eligibility = 73%

0 Failed stage 2 scoring = 0%



Appendix

**Breakdown of Applications per stage and final amount recommended for award.**

**Stage 1 = 8 Fail**

Group	Passed basic eligibility
MG-1-2019	No
MG-4-2019	No
MG-5-2019	No
MG-6-2019	No
MG-7-2019	No
MG-8-2019	No
MG-9-2019	No
MG-11-2019	No

**Stage 2 = 0 fail**

Group	Passed basic eligibility	Stage 2

**Stage 1 & 2 = 3 Passed & 3 Recommended for Awarded**

Group	Passed basic eligibility	Stage 2	Recommended Amount Awarded
MG-2-2019	Yes	Yes	£11,300.00
MG-12-2019	Yes	Yes	£14,737.00
MG-13-2019	Yes	Yes	£22,000.00
<b>Total Awarded</b>			<b>£48,037.00</b>

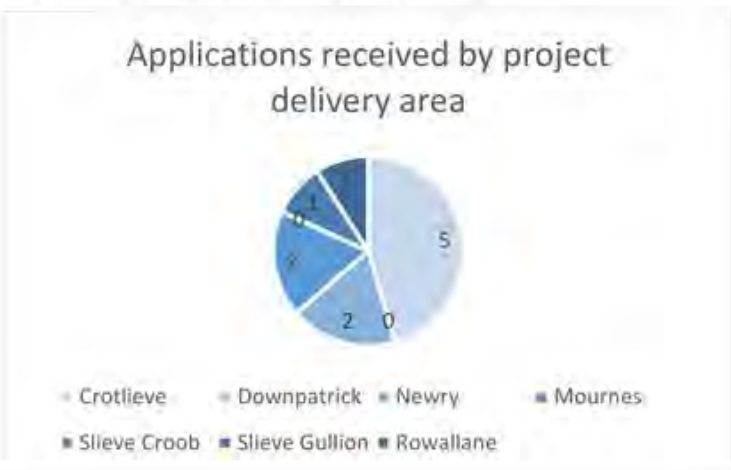
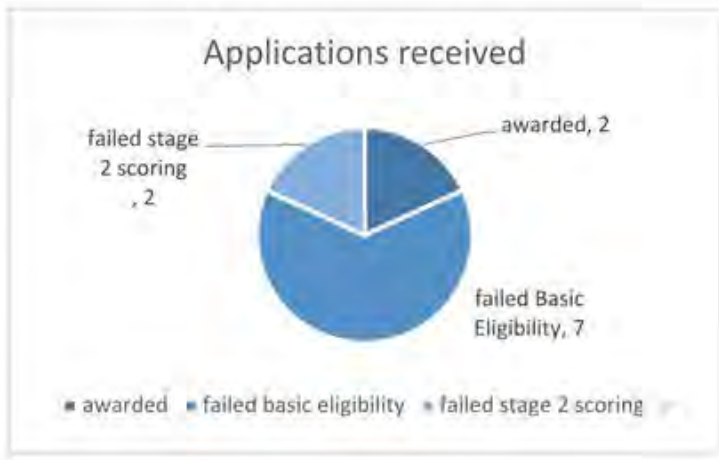
END

**Capital Financial Assistance 2019/20**  
**Newry, Mourne and Down District Council**

**Applications received 11**

**2** Applications recommended for funding  
**18%** of applications awarded  
Amount requested from successful applicants **£90,500.00**  
Total amount awarded **£90,500.00**

**Of the 11 applications:**  
7 failed basic eligibility = 64%  
2 Failed stage 2 scoring = 18%



## Appendix

### Breakdown of Applications per stage and final amount recommended for award.

#### Stage 1 = 7 Fail

Group	Passed basic eligibility
CC-4-2019	No
CC-5-2019	No
CC-6-2019	No
CC-7-2019	No
CC-8-2019	No
CC-9-2019	No
CC-11-2019	No

#### Stage 2 = 2 fail

Group	Passed basic eligibility	Stage 2
CC-3-2019	Yes	No
CC-10-2019	Yes	No

#### Stage 1 & 2 = 2 Passed & 2 Recommended for Awarded

Group	Passed basic eligibility	Stage 2	Recommended Amount Awarded
CC-1-2019	Yes	Yes	£50,500
CC-2-2019	Yes	Yes	£40,000
<b>Total Awarded</b>			<b>£90,500.00</b>

END

**Faculty Management Agreement, Financial Assistance 2019/20**  
**Newry, Mourne and Down District Council**

**Applications received 19**

**19** Applications recommended for funding

**100%** of applications awarded

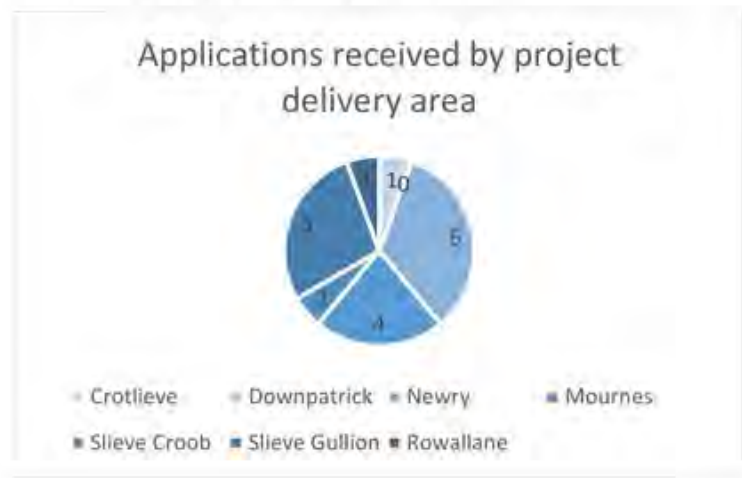
Amount requested from successful applicants **£86,300.00**

Total amount awarded **£86,300.00**

**Of the 19 applications:**

0 failed basic eligibility = 0%

0 Failed stage 2 scoring = 0%



Appendix

**Breakdown of Applications per stage and final amount recommended for award.**

**Stage 1 = 0 Fail**

Group	Passed basic eligibility

**Stage 2 = 0 fail**

Group	Passed basic eligibility	Stage 2

**Stage 1 & 2 = 19 Passed & 19 Recommended for Awarded**

Group	Passed basic eligibility	Stage 2	Recommended Amount Awarded
FMA-1-2019	yes	yes	£4,400
FMA-2-2019	yes	yes	£4,400
FMA-3-2019	yes	yes	£3,800
FMA-4-2019	yes	yes	£4,400
FMA- 5-2019	yes	yes	£4,400
FMA-6-2019	yes	yes	£5,500
FMA-7-2019	yes	yes	£4,000
FMA-8-2019	yes	yes	£3,800
FMA-9-2019	yes	yes	£4,000
FMA-10-2019	yes	yes	£4,700
FMA-11-2019	yes	yes	£4,200
FMA-12-2019	yes	yes	£4,500
FMA-13-2019	yes	yes	£4,700
FMA-14-2019	yes	yes	£5,400
FMA-15-2019	yes	yes	£3,900
FMA-16-2019	yes	yes	£3,700
FMA-17-2019	yes	yes	£4,300
FMA-18-2019	yes	yes	£4,000
FMA-19-2019	yes	yes	£5,500
<b>Total Awarded</b>			<b>£83,600.00</b>

END

## Service Level Agreement, Financial Assistance 2019/20

### Newry, Mourne and Down District Council

#### Applications received 22

13 Applications recommended for funding

59% of applications awarded

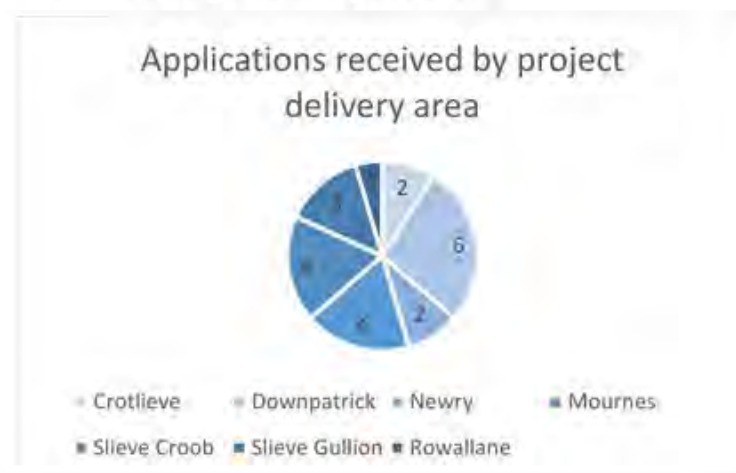
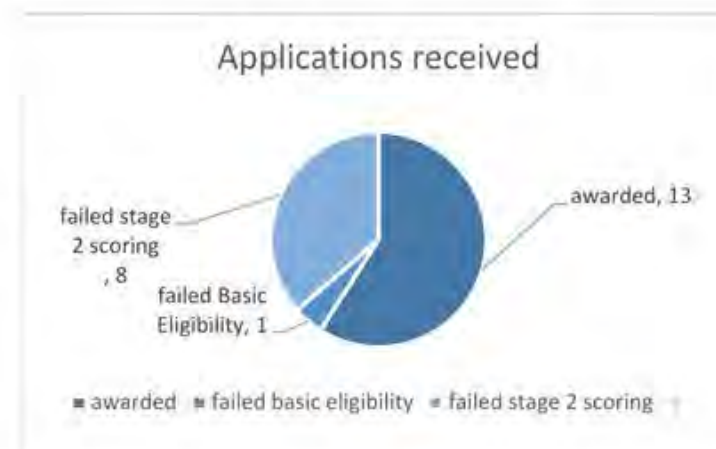
Amount requested from successful applicants **£37,656 per year**

Total amount awarded **£37,656 per year**

#### Of the 22 applications:

1 failed basic eligibility = 5%

8 Failed stage 2 scoring = 36%



Appendix

**Breakdown of Applications per stage and final amount recommended for award.**

**Stage 1 = 1 Fail**

Group	Passed basic eligibility
SLA-21-2019	no

**Stage 2 = 8 fail**

Group	Passed basic eligibility	Stage 2
SLA-3-2019	yes	No
SLA-6-2019	yes	No
SLA-8-2019	yes	No
SLA-10-2019	yes	No
SLA-13-2019	yes	No
SLA-14-2019	yes	No
SLA-15-2019	yes	No
SLA-20-2019	yes	No

**Stage 1 & 2 = 13 Passed & 13 Recommended for Awarded**

Group	Passed basic eligibility	Stage 2	Recommended Amount Awarded per year
SLA-1-2019	yes	yes	£3,000.00
SLA-2-2019	yes	yes	£3,000.00
SLA-4-2019	yes	yes	£3,000.00
SLA-5-2019	yes	yes	£3,000.00
SLA-7-2019	yes	yes	£3,000.00
SLA-9-2019	yes	yes	£3,000.00
SLA-11-2019	yes	yes	£3,000.00
SLA-12-2019	yes	yes	£3,000.00
SLA-16-2019	yes	yes	£3,000.00
SLA-17-2019	yes	yes	£3,000.00
SLA-18-2019	yes	yes	£1,656.00
SLA-22-2019	yes	yes	£3,000.00
SLA-24-2019	yes	yes	£3,000.00
<b>Total Awarded</b>			<b>£37,656.00</b>

**Applicants Recommended for Award Year 1 2019-2020 only**

Group	Recommended Amount Year 1 only
SLA -6-2019	£1,000
SLA-8-2019	£1,000

Appendix

SLA-20-2019	£333
<b>Total Awarded</b>	<b>£2,333</b>

<b>Report to:</b>	Active and Healthy Communities Committee
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Saintfield Community Centre FMA Agreement with Saintfield Community Trust
<b>Reporting Officer (Including Job Title):</b>	Janine Hillen Assistant Director: Community Engagement
<b>Contact Officer (Including Job Title):</b>	Julie McCann Head of Community Services Facilities and Events

<table><tr><td>For decision</td><td>x</td><td>For noting only</td><td></td></tr></table>		For decision	x	For noting only	
For decision	x	For noting only			
1.0	<b>Purpose and Background</b>				
1.1	<p>Saintfield Development Association (SDA) have been working with Council over many years to develop community facilities in the Saintfield Area. Finance for the development of Saintfield Community Centre (£1.5m) has been provided by Council with further funding by Rural Development Programme and PEACE IV.</p> <p>Works on the new Indoor 3G pitch and Community Facility are almost complete.</p> <p>The creation of this new hub in Saintfield assists the council with meeting some of its strategic objectives:</p> <p><b><u>Empower and improve the capacity of our Communities</u></b></p> <ul style="list-style-type: none"><li>• Investment in facilities and programmes to encourage healthier lifestyles</li><li>• Local communities that are energised, empowered as well as actively engaged around the issues that are important to them</li><li>• The regeneration of our towns and villages including investment in rural development</li></ul> <p>Within the Economic Appraisal it was defined "upon completion of the project Saintfield Development Association will Manage and Operate the facility".</p>				
2.0	<b>Key issues</b>				
2.1	<p>Council Officers have been working with community representatives on an ongoing basis to develop the Centre and secure an agreed approach to future management.</p> <p>SDA has recently formed Saintfield Development Trust (an umbrella organisation of local community and sporting organisations in the area). This group has received a number of capacity building/ health and safety workshops from the council in preparation for handover.</p>				

	<p>The Saintfield Development Trust will manage the bookings and day to day running of the Community Centre and Indoor 3G pitch under the terms of a Facility Management Agreement (FMA).</p> <p>An FMA between NMDDC and the Saintfield Development Trust is required to ensure clear guidelines, responsibilities' and roles are established between both parties.</p> <p>The Facility Management Agreement between NM&amp;DDC and Saintfield Development Trust will be for the period of a council term.</p>
<b>3.0</b>	<b>Recommendations</b>
3.1	Council agree to proceed with the development of a Facility Management Agreement with Saintfield Development Trust and the formal handover of the Community Facility and Indoor 3G pitch.
<b>4.0</b>	<b>Resource implications</b>
4.1	Officer Time
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	✓ should have a positive impact on Equality and Good Relations
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	✓ There are no negative implications identified:
<b>7.0</b>	<b>Appendices</b>
	None
<b>8.0</b>	<b>Background Documents</b>
	None

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 <sup>st</sup> March 2019
<b>Subject:</b>	Physical Activity Referral Scheme
<b>Reporting Officer (Including Job Title):</b>	Kieran Gordon, Head of Indoor Leisure
<b>Contact Officer (Including Job Title):</b>	Kieran Gordon, Head of Indoor Leisure

For decision	X	For noting only	
<b>1.0</b>		<b>Purpose and Background</b>	
1.1		<p>In April 2015 due to the amalgamation of the two legacy Councils, this meant that the new Council now spanned over two Health Trust boundaries – Southern Area and South Eastern Area.</p> <p>Currently across Northern Ireland, Physical Activity Referral Schemes are delivered across all 11 Council areas in approximately 45 centres, each with its own operational and management arrangements.</p> <p>In the Southern Area, the Physical Activity Referral Scheme is known as "Step into Health" and in the South Eastern Area, the scheme is known as "Healthwise".</p>	
1.2		<p>Due to the various operational and management arrangements across all 11 Council areas, a new regional delivery model is being proposed by the PHA so officers have therefore conducted a review within NMDDC and seek to propose a new partnership between the South Eastern and the Southern Public Health Agencies and Newry, Mourne and Down District Council to work together to deliver a transformative approach to improve the health and wellbeing of their shared population.</p>	
<b>2.0</b>		<b>Key issues</b>	
2.1		<p>Further analysis contained within Appendix A but in summary:</p> <ul style="list-style-type: none"> <li>• Within the legacy Newry area, the current scheme receives funding from the Southern Area PHA which essentially assists the Council with having one full time member of staff solely facilitating referrals in Newry Leisure Centre which has allowed for a consistent approach for the delivery of this scheme in tandem with building credibility and confidence with all the key referral sources.</li> <li>• Since its inception, the Newry scheme has always exceeded the target of 80% client completion and the referrals have been steadily increasing year on year</li> <li>• Within the legacy Down area, the current scheme receives funding from the South Eastern PHA which essentially assists the Council with facilitating referrals received within its Ballymote Sports and Wellbeing Centre, Downpatrick Leisure Centre and Newcastle Centre</li> <li>• The delivery model doesn't allow for a dedicated staff member to focus on the scheme like the Newry model, rather it requires suitably qualified staff</li> </ul>	

	<p>within each leisure centre to get involved with the scheme as part of their other duties within the leisure centres</p> <ul style="list-style-type: none"> <li>• In general this has not allowed for a consistent approach for the delivery of this scheme, difficulties in building credibility/confidence with all the key referral sources and has struggled to meet its annual referral with a significant number of clients not returning to the scheme after week 3 and beyond and therefore not completing their target of 12 weeks.</li> </ul>
2.2	<p>Currently there is a disparity and inequity in the current funding streams given to Newry, Mourne and Down District Council:</p> <ul style="list-style-type: none"> <li>• Southern Area (legacy Newry and Mourne) – Based on current annual £26,357.49 of funding this equates to 25p per head of population</li> <li>• South Eastern Area (legacy Down) – Based on current annual £6,000 of funding this equates to 8p per head of population</li> </ul> <p>This disparity in funding may therefore prove challenging for Newry, Mourne and Down District Council to be able to deliver the aspirations of the proposed new Northern Ireland wide referral scheme within the Downpatrick and Newcastle areas if not addressed.</p>
2.3	<p><b>Option 1 - Do nothing and maintain current Physical Activity Referral Schemes within both areas</b></p> <ul style="list-style-type: none"> <li>• Not an option due to the impending introduction of the new PARS regional delivery model and the inclusion criteria</li> </ul> <p><b>Option 2 – Proceed with implementing new regional PARS delivery model and the inclusion criteria</b></p> <ul style="list-style-type: none"> <li>• This option would adopt the new regional delivery model and could address the current delivery model inconsistency</li> <li>• However, while this could be achieved in the Newry Area (due to the current funding for a full time coordinator post), the new model could not be delivered successfully within the Ballymote, Downpatrick and Newcastle areas due to the current funding mechanism and staffing model.</li> <li>• This option would not address the current dis-parity of referral participation levels nor inequity in levels of funding between the Newry and Downpatrick areas</li> </ul> <p><b>Option 3 – Proceed with implementing new regional PARS delivery model with an additional dedicated staffing resource to allow delivery</b></p> <ul style="list-style-type: none"> <li>• This option would adopt the new regional delivery model and could address the current delivery model inconsistency</li> <li>• This option would see a full time co-coordinator role being created for the South Eastern Area (similar to Southern Area)</li> <li>• This option would seek to create equity and balance the funding mechanism so both the Southern and South Eastern area would achieve similar levels of financial support in order to deliver the aims of the scheme.</li> </ul>
<b>3.0</b>	<b>Recommendations</b>
3.1	<p>To agree to option 3 as set out in section 2.3 of this report</p> <ul style="list-style-type: none"> <li>• Proceed with implementing new regional PARS delivery model with an additional staffing member for the South Eastern Area to mirror the Southern Area delivery model</li> </ul>

	<ul style="list-style-type: none"> <li>Council to contribute an estimated £15k per annum which is currently not budgeted for (Southern Area and South Eastern Trust to provide additional funding up to the required £33k)</li> </ul>
<b>4.0</b>	<b>Resource implications</b>
4.1	<p>Officer time – to make staff and customers aware of arrangements</p> <p>Officer time – to carry out recruitment process for new post</p> <p>Financial – £15k to be covered from 2019/20 revenue budget</p>
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	The proposal has explored options and taken consideration of potential impact of suggested actions. It is not anticipated that this recommendation would have an adverse impact upon equality of opportunity and good relations.
<b>6.0</b>	<b>Rural Proofing implications</b>
	The proposal and recommendations tabled for consideration do not fall within an activity subject to Section 1 (1) of the Rural Needs Act (NI) 2016
<b>7.0</b>	<b>Appendices</b>
	Appendix A Review of PARS Scheme
<b>8.0</b>	<b>Background Documents</b>
	N/A

**COMHAIRLE CEANTAIR AN IÚIR, MHÚRN AGUS AN DÚIN**  
**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**



**REVIEW OF PHYSICAL ACTIVITY REFERRAL SCHEME**

**MARCH 2019**  
**VERSION 1.0**

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## **1. Introduction**

The purpose and scope of this document is to review existing arrangements for the delivery of the Physical Activity Referral Scheme within the Newry, Mourne and Down District Council geographical area and to propose a new partnership between the South Eastern and the Southern Public Health Agencies and Newry, Mourne and Down District Council to work together to deliver a transformative approach to improve the health and wellbeing of their shared population.

## **2. Background**

With local government reform taking place in April 2015, the legacy Newry and Mourne District Council merged with the legacy Down District Council to form the new Newry, Mourne and Down District Council. As part of this, the Council launched its various plans and Officers were granted approval to develop an Indoor Leisure Specific Business Plan for 2016-2020. This Business Plan is predominately driven by the Council's Active Healthy Communities Directorate Business Plan and specifically its key responsibilities are:

### **Leisure and Recreation**

- Provide and operate high quality leisure facilities
- Develop policies and services with a common theme of increasing participation in leisure, recreation and sporting activities
- Develop indoor leisure infrastructure

The key drivers for this Business Plan and Service Review arise from the following relevant Corporate and Directorate objectives from the AHC Department Plan, specifically:

### **Corporate Objectives**

- Support improved Health & Wellbeing outcomes
- Transform and modernise the Council, providing accessible as well as value for money services

### **Directorate Objectives**

- Promote increased levels of activity
- Develop targeted programmes to support improved health and wellbeing outcomes
- Identify efficiencies and increase effectiveness in service delivery
- Improve the accessibility of services, facilities and programmes

In order to develop a business plan, a service review was conducted that focused on the following specific areas that covered the facilities currently within Indoor Leisure:

- Demographic analysis
- Competitor analysis
- Benchmarking of key income areas
- Latent demand for fitness
- Participation levels and facility occupancy levels
- Income projections
- Customer need

- Systems and support
- Investment opportunities

The key areas of the Indoor Leisure Business Plan are summarised as follows:

### **Participation levels**

During 2016, there were approx. 1.3 million visits to Indoor Leisure facilities. Based on the latent demand for fitness, demographics and delivery of the key recommendations by end of year 4 (2020/21), there is potential to increase this to 1.9 million visits to Indoor Leisure facilities per annum.

### **Latent Demand for fitness**

In September 2016, there were approx. 2,036 members across Indoor Leisure facilities.

Based on each areas demographics, competitors and delivery of the key recommendations by end 2020/21, it was estimated that collectively there is potential for an additional 3,584 members which could result in an additional £951,598 income by 2020/21 if optimum potential is achieved.

### **Review of current income and projections**

Prior to commencement of the Indoor Leisure Business Plan actions in 2016, it was estimated that it cost Council £3.14m per annum to operate its Indoor Leisure facilities (net cost)

Delivery of the key recommendations over the period 2016-2021 could result in a cost to Council of £2.44m per annum, estimated as a £0.7m saving per annum by end of 2020/21 on the assumption that income and expenditure remain similar and not allowing for inflation.

The drivers for change have been the Council's ambitious capital programme resulting in the opening of the Council's two flagship centres, Newry Leisure Centre (completed Nov 2017) and Down Leisure Centre (completed Nov 2018).

Therefore, ultimately the target is that by 2020, all Indoor Leisure facilities should offer consistent services, with the same look and feel, and have an increased number of users and programmes with customer engagement supported by improved infrastructure and technology.

Many work streams have commenced and in some cases have concluded and at the mid-way point of the Indoor Leisure Business Plan 2016-2020, progress is on track.

Officers have identified an inconsistent approach to the delivery of its Physical Activity Referral Scheme across the district and therefore have conducted a review.

In April 2015 due to the amalgamation of the two legacy Councils, this meant that the new Council now spanned over two Health Trust boundaries – Southern Area and South Eastern Area.

In the Southern Area, the Physical Activity Referral Scheme is known as "Step into Health" and in the South Eastern Area, the scheme is known as "Healthwise".

## **2.1 Southern Area – Step Into Health**

The Newry scheme within the Southern Area locality has been running since the start of 2014 and has continued to experience funding from the PHA (currently £26,357.49 per annum) which essentially assists the Council with having one full time member of staff solely dedicated to the scheme and duties include:

- promotion, marketing, attendance at PR events
- liaison with referral sources
- attending referral sources team meeting/conferences
- direct point of contact at source with customers
- initial induction and 2 x instructor led sessions per week for 8 weeks
- ongoing monitoring of key customer stats
- monitoring returns
- participation at steering group meetings
- coordination of post scheme continuation schemes

In addition to the Step into Health Scheme offering participants the opportunity to avail of consistent instructor support, they also can avail for access to all the leisure centre facilities for £20 (£10 concession) for 8 weeks.

In general this has allowed for a consistent approach for the delivery of this scheme in tandem with building creditability and confidence with all the key referral sources. In addition, this dedicated staff member can also call upon the assistance of suitable qualified colleagues within the centres as and when required and suitable to do so despite their substantive post being to look after the general fitness suite operations for the wider public.

The Newry scheme started off as a pilot in 2014 and has grown year on year despite strong and a very unique challenge within its referral geography - Over to You - which benefits from similar referral sources and in some cases, the Over to You programmes receives the first direct source referral.

The Newry Scheme receives referrals from GP's, Mental Health services, Specialist Nurses (inc cardiac, diabetes, stroke), Pulmonary Rehab Team and the Specialist Physio Team.

Since its inception, the Newry scheme has always exceeded the target of 80% client completion and the referrals have been steadily increasing year on year and the 2018/19 is on track to be the Council's most successful yet in terms of:

- referrals received (on course to exceed 250 referrals by the end of April)
- clients commenced day 1 (on course to exceed 180 by the end of April)
- client full course completion (on course to exceed 150 by the end of April culminating in an approx 83% retention/completion rate)

## **2.2 South Eastern Area - Healthwise**

The Healthwise scheme within the South Eastern Area locality has been running a lot longer than the Newry Scheme and has continued to experience funding from the PHA (currently max of £6,000 per annum) which essentially assists the Council with facilitating referrals received within its Ballymote Sports and Wellbeing Centre, Downpatrick Leisure Centre and Newcastle Centre. The delivery model is for staff to

get involved with the scheme as part of their substantive fitness instruction contract within each of the centres and mainly focus on the following areas:

- direct point of contact at source with customers
- initial induction and can provide ad hoc support to referrals on an ongoing basis for the 12 week scheme duration
- ongoing monitoring of key customer stats
- monitoring returns

Unlike the Newry scheme, the below elements are not currently achieved:

- no scope to continually offer referrals the opportunity to avail of 2 x instructor led sessions for the duration of the scheme
- promotion, marketing, attendance at PR events
- liaison with referral sources
- attending referral sources team meeting/conferences
- participation at steering group meetings
- coordination of post scheme continuation schemes

In general this has not allowed for a consistent approach for the delivery of this scheme and has been difficult to build creditability and confidence with all the key referral sources.

The Healthwise Scheme receives referrals from GP's, Mental Health services and the Specialist Physio Team.

In recent years, the Downpatrick scheme has struggled to meet its annual target of 100 referrals commencing the scheme and making it to week 3 of the programme.

Currently the monthly analysis up to the end of quarter 3 (December 2018) equates to 72 referrals reaching week 3 of the scheme and the scheme currently needs a further 22 clients reaching week 3 by the end of March 2019. Currently, if the scheme exceeds this target, there is no current provision from the South Eastern PHA to be able to release additional funds to support going over this target in year.

From April 2018 to February 2019, only 10 referrals have completed the 12 week scheme.

### **2.3 Regional Changes – Introduction of a new Regional Delivery Model**

Currently across Northern Ireland, Physical Activity Referral Schemes are delivered across all 11 Council areas in approximately 45 centres, each with its own operational and management arrangements.

Work has been progressing on the development of a new Regional Physical Activity Referral Scheme(PARS) Level III replacing existing exercise referral schemes within Northern Ireland and the introduction of a new ICT system to support the management of referrals.

PARS is an initiative commissioned by the Public Health Agency to provide eligible patients with an opportunity to engage in a 12 week structured programme of physical activity or exercise under the guidance of a suitably qualified exercise

professional which may act as a catalyst to long term behaviour change. The PHA has commissioned PARS throughout Northern Ireland to allow GPs and other relevant registered health professionals eg Physiotherapists, Dieticians to make referrals directly to Community and Leisure Centres.

The proposed new ICT system is being developed to manage, monitor and evaluate the scheme the Public Health Agency envisage that all referrals including non-GP referrals will be generated electronically through thus reducing the risk of referrals being misplaced and increasing the quality and consistency of the core information being provided.

There will also be revised inclusion criteria and is planned to come into effect from April 2019:

Clients must be:

- 19 years or over
- Inactive\*
- Motivated to change
- Obese (BMI ≥ 30 and < 40)

**AND** have one or more of the following

- Hypertension
- Hyperlipidaemia
- Impaired glucose levels or diabetes
- Family history of heart disease
- Asthma, bronchitis or COPD
- Musculoskeletal conditions
- Mild or moderate mental health conditions.

\*Not currently meeting the guidelines of 150 minutes of moderate activity or 75 minutes of vigorous activity per week

**3 Options for Consideration**

**Option 1 – Do Nothing and maintain current Physical Activity Referral Schemes within both areas**

Not an option due to the impending introduction of the new PARS regional delivery model and the inclusion criteria

**Option 2 – Proceed with Implementing new regional PARS delivery model and the inclusion criteria**

Positives	Negatives
This option would adopt the new regional delivery model and could address the current delivery model inconsistency	However, while this could be achieved in the Newry Area (due to the current funding for a full time coordinator post), the new model could not be delivered successfully within the Ballymote, Downpatrick and Newcastle areas due to the current funding mechanism and staffing model. This option would not address the current dis-parity of referral participation

	<p>levels between the Newry and Downpatrick areas</p> <p>Potential risk of not achieving referral and client scheme completion targets.</p>
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### **Option 3 – Proceed with Implementing new regional PARS delivery model and adopting a new staffing model to allow delivery**

<b>Positives</b>	<b>Negatives</b>
<p>This option would adopt the new regional delivery model and could address the current delivery model inconsistency</p> <p>This option would see a full time co-coordinator role being created for the South Eastern Area (similar to Southern Area)</p> <p>This option would allow both areas to adopt the same methodology and approach</p>	<p>Increased funding required – circa £27,855 per annum</p>

## **4. Recommendation**

Option 3, as presented within section 3 of this paper would appear to be the most assured option for the Council. This proposed delivery model is anticipated to successfully deliver the new regional PARS scheme and could also assist with the Council's corporate health and well-being and participation targets as set out in the various plans.

The current South Eastern Healthwise scheme that operates in Ballymote, Downpatrick and Newcastle is very fragmented, with different instructors dealing with the same client, little or no direct engagement/marketing/promotion with the referral sources, an antiquated way of dealing with referrals and wait times of approx 4-6 weeks prior to a client being met with for the first time and commencing their programme.

With the current staffing model in the South Eastern Area, there is a real struggle to continually replace staff with suitably qualified replacements with correct skill set due to the transient nature of our fitness instructor staff base - ie. lower paid job, staff changing roles, sickness, annual leave, career breaks, other duties within centres being prioritised,etc

Therefore, further details on option 3 would:

- amend the funding mechanism to allow Council to have the flexibility to create a full time post initially that would be the central point of contact and who would work alongside their Newry colleague to ensure a consistent approach is adopted – estimated cost of £33,855 for a 37 hour per week post
- proposal for this new post to have sole responsibility for essentially being the direct point of contact at source with customers and referral sources, initial client inductions, being the main facilitator of the client instructor led sessions

- and still having the flexibility to utilise the assistance of suitable qualified colleagues within the centres as and when required and suitable to do so)
- promotion, marketing, attendance at PR events
- liaison with referral sources, attending referral sources team meeting/conferences,
- monitoring of key stats, monitoring returns, participation at steering group meetings,
- coordination of post scheme continuation schemes
- combine the scheme targets and KPI expectations with Newry and combine all into one singular monitoring return

It could be estimated that by adopting the above, it will help the Council to build credibility with referral sources as there is no doubt that there is a huge opportunity to make a significant intervention with clients in the two large catchment areas of Downpatrick and Newcastle – current referrals received in these area is very disappointing, particularly with it has no strong and unique "competitor" like Over to You operating in those area.

Proposal to adopt the above on a trial basis that should pose minimal risk to all parties and impose regular review periods to assess if the changes are starting to have a beneficial impact in those area.

Ultimately each partners goal is get more referrals, more clients commencing and ultimately completing this scheme which can demonstrate successful intervention based approach and medium to long term lifestyle change and in tandem assist other colleagues with the on-going pressure within the wider health family.

#### **Costings**

- 1 FTE PARS Coordinator Cost Gross Cost: £33,855 for 2019/20
- Funding would be shared between Southern PHA, South Eastern PHA and Newry and Mourne District Council

<b>Report to:</b>	Active and Healthy Communities Committee
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Autism Friendly Sessions – Down Leisure Centre
<b>Reporting Officer (Including Job Title):</b>	Kieran Gordon - Head of Indoor Leisure
<b>Contact Officer (Including Job Title):</b>	Sinéad Geary – Area Manager

<table border="1"> <tr> <td>For decision</td> <td>X</td> <td>For noting only</td> <td></td> </tr> </table>		For decision	X	For noting only	
For decision	X	For noting only			
1.0	<b>Purpose and Background</b>				
1.1	Following feedback from customers and committee groups, Council Officers have conducted a review and now seek to bring forward a proposal to trial Autism Friendly Sessions at Down Leisure Centre. Council Officers have been liaising with members of Downpatrick Autism Family Support Group to seek advice of potential session times and any operational changes required for these sessions that will benefit the families attending.				
2.0	<b>Key Issues</b>				
2.1	<p>Therefore, in order to accommodate autism friendly session times current and future programming commitments have been reviewed. To enable these sessions to take place the following elements are required to be considered;</p> <ul style="list-style-type: none"> <li>To enable autism friendly sessions to take place successfully, this will need to be done on an exclusive hire basis ie, no open swim session, users group bookings, swim lessons.</li> <li>Proposal for sessions on Sunday from 4.00pm to 5.00pm. Identified as preferred times due to other programming commitments/ user group bookings. Under this proposal general public will be curtailed at 3.30pm on Sundays to accommodate.</li> <li>Council Officers to liaise with Downpatrick Autism Family Support Group to agree operational details/resourcing/criteria to successfully and safely administer sessions</li> <li>Proposal for scheme to be piloted for 12 sessions and review to be conducted post scheme.</li> </ul>				
3.0	<b>Recommendations</b>				
3.1	<p>That the Committee agree to:</p> <ul style="list-style-type: none"> <li>Approve early closure of Downpatrick pool opening times on a Sunday to facilitate the Autism Friendly Sessions on an initial trial period from 7<sup>th</sup> April 2019 to 30<sup>th</sup> June 2019 (12 sessions)</li> </ul>				
4.0	<b>Resource implications</b>				
4.1	Training - Staff may require further training in Autism Awareness				

	Operational - Eligibility criteria and ratios to be finalised if arrangement are given approval to proceed Financial – no additional expenditure costs are anticipated however income figures for casual swimming admissions for the 12 x Sunday sessions may reduce but this may be minimal
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	It is not anticipated the recommended actions will have an adverse impact upon the promotion of equality and opportunity and good relations, but will generate opportunity to take positive action. It is likely that by undertaking these actions on a trial basis and then seeking to monitor, review and use the analysis to influence service improvements will have a positive impact on Council's relations with customers.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	The proposal and recommendations tabled for consideration do not fall within an activity subject to Section 1 (1) of the Rural Needs Act (NI) 2016
<b>7.0</b>	<b>Appendices</b>
	N/A
<b>8.0</b>	<b>Background Documents</b>
	N/A

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 <sup>st</sup> March 2019
<b>Subject:</b>	Site Specific Memberships – Ballymote and Newcastle
<b>Reporting Officer (Including Job Title):</b>	Kieran Gordon, Head of Indoor Leisure
<b>Contact Officer (Including Job Title):</b>	Karen Halliday, Area Manager Sinead Geary, Area Manager

For decision	X	For noting only	
<b>1.0</b>		<b>Purpose and Background</b>	
1.1		<p>Previously in February 2019, approval was given to adopt the 2019/20 Leisure and Sport Scale of Charges. Within the approval obtained, a recommendation was made for site specific membership arrangements for Newcastle Centre and Ballymote Sports and Wellbeing Centre to be considered in a future committee report pending analysis being completed.</p> <p>Officers have now conducted further analysis and provide members with options for consideration.</p>	
<b>2.0</b>		<b>Key issues</b>	
2.1		<p>In October 2017 due to the upcoming opening of the two flagship centres in Newry and Downpatrick, and the detrimental impact on income within other centres such as Kilkeel Leisure Centre, Council took the decision to review the Over 60 membership pricing mechanisms.</p> <p>In August 2018, due to the opening of the new Down Leisure Centre, approval was given to add Down Leisure Centre to the same all-inclusive pricing package as Newry and Kilkeel of £29.95 per month but maintain the price of £24.75 per month for use of Ballymote only and Newcastle only.</p> <p>These decisions may have inadvertently had a detrimental effect on Ballymote and Newcastle in terms of participation levels and customers perception of "value for money" based on current membership packages and a view that the membership packages on offer in Ballymote and Newcastle are not comparable to type of facilities and services on offer in Downpatrick, Kilkeel or Newry.</p>	
2.2		<p>Further analysis is contained within Appendix A along with an appraisal of each option. In summary, the options put forward for consideration are:</p> <p><b>Option 1 – Do Nothing</b> Maintain current Membership Pricing Structure, ie.</p> <ul style="list-style-type: none"> <li>• Ballymote and Newcastle Gym Only - £24.75 per month</li> <li>• Ballymote and Newcastle Gym Only - £18.55 per month concession</li> <li>• Ballymote and Newcastle Over 60/less abled gym access - £15 per month</li> </ul>	

	<p><b>Option 2 – Proceed with Implementing New Proposed Pricing Model in Newcastle Centre and Ballymote Sports and Wellbeing Centre</b></p> <p>Direct Debit (Ballymote and Newcastle single site only)</p> <ul style="list-style-type: none"> <li>Gym Only Monthly Direct Debit £18.95</li> <li>Gym Only Concession Monthly Direct Debit £16.50</li> </ul> <p>Paid in Full Options</p> <ul style="list-style-type: none"> <li>3-month Gym Only £56.90</li> <li>3-month Gym Only Concession £49.50</li> <li>6-month Gym Only £113.70</li> <li>6-month Gym Only Concession £99.00</li> <li>12 Month Gym Only £208.50</li> <li>12 Month Gym Only Concession £181.50</li> </ul> <p>Over 60 and Less Abled</p> <ul style="list-style-type: none"> <li>Gym, Swim, Health Suite Monthly Direct Debit (access all times) £15.00 (same as DLC/KLC/NLC)</li> <li>Gym per use Off Peak £1.00 per use (Ballymote and Newcastle only and must be on the annual over 60 membership of £3.70 or less abled membership of £12.40 to achieve discount. Off-peak is generally Mon-Fri 9am-5pm and access all weekend)</li> </ul>
2.3	Therefore, to help assist with the achievement of Indoor Leisure Business Plan participation targets, to help reduce the perceived in-equity in quality of facilities and services on offer in Ballymote and Newcastle compared to Downpatrick, Kilkeel and Newry, it is recommended to proceed with option 2 as set out in section 2.2 with further analysis provided in appendix A.
<b>3.0</b>	<b>Recommendations</b>
3.1	To proceed with option 2 as set out in section 2.2 and implement new proposed pricing model in Newcastle Centre and Ballymote Sports and Wellbeing Centre
<b>4.0</b>	<b>Resource implications</b>
4.1	Officer time – to make staff and customers aware of arrangements Financial – If a revised lower membership charge were to be implemented for Ballymote and Newcastle, there would be an initial negative impact on income. However, with an aggressive marketing strategy around these new memberships, it would be anticipated that the income for these sites would begin to increase and surpass current income reports with current memberships in addition to achieving increase participation in health and fitness within the centres.
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	The proposal has explored options and taken consideration of potential impact of suggested actions. The recommendation has potential to provide consistent application of membership and pricing operating arrangements. It is not anticipated that this recommendation would have an adverse impact upon equality of opportunity and good relations.
<b>6.0</b>	<b>Rural Proofing implications</b>
	The proposal and recommendations tabled for consideration do not fall within an activity subject to Section 1 (1) of the Rural Needs Act (NI) 2016
<b>7.0</b>	<b>Appendices</b>
	Appendix A – Site Specific Membership Review for Newcastle and Ballymote

8.0	<b>Background Documents</b> Indoor Leisure Business Plan 2016-2020
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**COMHAIRLE CEANTAIR AN IÚIR, MHÚRN AGUS AN DÚIN**

**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**



**REVIEW OF MEMBERSHIP CHARGES FOR NEWCASTLE CENTRE AND BALLYMOTE SPORTS  
AND WELLBEING CENTRE**

**MARCH 2019  
VERSION 1.0**

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## **1. Introduction**

The purpose and scope of this document is to review membership options for Newcastle Centre and Ballymote Sports and Wellbeing Centre.

## **2. Background**

In April 2015 due to the amalgamation of the two legacy Councils the decision was taken to 'level up' all Indoor Leisure Charges. In June 2016, Officers were granted approval to engage with a third party to develop an Indoor Leisure Specific Business Plan for 2016-2020. This Business Plan is predominately driven by the AHC Directorate Business Plan 2016/17 and specifically its key responsibilities are:

### **Leisure and Recreation**

- Provide and operate high quality leisure facilities
- Develop policies and services with a common theme of increasing participation in leisure, recreation and sporting activities
- Develop indoor leisure infrastructure

The key drivers for this Business Plan and Service Review arise from the following relevant Corporate and Directorate objectives from the AHC Department Plan 2016/17, specifically:

### **Corporate Objectives**

- Support improved Health & Wellbeing outcomes
- Transform and modernise the Council, providing accessible as well as value for money services

### **Directorate Objectives**

- Promote increased levels of activity
- Develop targeted programmes to support improved health and wellbeing outcomes
- Identify efficiencies and increase effectiveness in service delivery
- Improve the accessibility of services, facilities and programmes

In order to develop a business plan, a service review was conducted that focused on the following specific areas that covered the facilities currently within Indoor Leisure:

- Demographic analysis
- Competitor analysis
- Benchmarking of key income areas
- Latent demand for fitness
- Participation levels and facility occupancy levels
- Income projections
- Customer need
- Systems and support
- Investment opportunities

The key areas of the Indoor Leisure Business Plan are summarised as follows:

### **Participation levels**

During 2016, there were approx. 1.3 million visits to Indoor Leisure facilities.

Based on the latent demand for fitness, demographics and delivery of the key recommendations by end of year 4 (2020/21), there is potential to increase this to 1.9 million visits to Indoor Leisure facilities per annum.

### **Latent Demand for fitness**

In September 2016, there were approx. 2,036 members across Indoor Leisure facilities.

Based on each areas demographics, competitors and delivery of the key recommendations by end 2020/21, it was estimated that collectively there is potential for an additional 3,584 members which could result in an additional £951,598 income by 2020/21 if optimum potential is achieved.

### **Review of current income and projections**

Prior to commencement of the Indoor Leisure Business Plan actions in 2016, it was estimated that it cost Council £3.14m per annum to operate its Indoor Leisure facilities (net cost)

Delivery of the key recommendations over the period 2016-2021 could result in a cost to Council of £2.44m per annum, estimated as a £0.7m saving per annum by end of 2020/21 on the assumption that income and expenditure remain similar and not allowing for inflation.

The drivers for change have been the Council's ambitious capital programme resulting in the opening of the Council's two flagship centres, Newry Leisure Centre (completed Nov 2017) and Down Leisure Centre (completed Nov 2018).

Therefore, ultimately the target is that by 2020, all Indoor Leisure facilities should offer consistent services, with the same look and feel, and have an increased number of users and programmes with customer engagement supported by improved infrastructure and technology.

Many work streams have commenced and, in some cases, have concluded and at the mid-way point of the Indoor Leisure Business Plan 2016-2020, progress is on track. However, the opening of the Council's flagship centres can be perceived as having detrimental impact on two of the smaller centres within Indoor Leisure in terms of participation levels and customers perception of "value for money" based on current membership packages – Newcastle Centre and Ballymote Sports and Wellbeing Centre.

In October 2017 the Council took the decision to change the access arrangements for the Over 60 memberships. This decision may have inadvertently had a detrimental effect on footfall in the two smaller Centres.

## **2.1 Legacy Issues**

### **Over 60's**

Previously in legacy Newry and Mourne District Council, the rate for Over 60 memberships was £3.60 per year. This charge did not include the use of the fitness suites. If over 60s wanted to avail of fitness suite facilities, they paid a monthly Direct debit of £22.70. In legacy Down District Council the membership on offer was £10 for life for Over 65's which included the use of the Fitness Suites.

After the Council merge in 2015 the decision was taken to offer a £3.60 per year Membership for the Over 60's which did include the use of the Fitness Suites.

However, in October 2017 due to the upcoming opening of the two Flagship centres in Newry and Downpatrick, and the detrimental impact on income within other centres such as Kilkeel Leisure Centre, Council took the decision to review the Over 60 membership categories. As a result of this review the decision was taken that the £3.70 per year membership would no longer include the use of the Fitness Suite but allow access to Swimming Pool, Steam Room and Sauna only. A Fitness Suite Membership for those over 60's was introduced at a charge of £15.00 per month by Direct Debit. Those who did not wish to pay by Direct Debit had the option to Pay in Full for 3 months, 6 months or 12 months.

### **Fitness Suite Memberships**

Currently as per the Indoor Leisure Scale of Charges 2018/19, membership for unlimited use of gym, swim, health suite and group exercises classes is £29.95 per month. Concessionary rates are also available, and these packages allow customers to use all the Districts 5 Indoor Leisure facilities at their own discretion however previously due to the group exercise coaching model, customers could only avail of unlimited group exercise classes at the Kilkeel and Newry Leisure Centres.

The above price had been in existence for Newry Leisure Centre and Kilkeel Leisure Centre and then in August 2018, due to the opening of the new Down Leisure Centre, approval was given to add Down Leisure Centre to this pricing package and when the new centre opened in November 2018, this also saw the introduction of in-house coached group exercise classes.

This decision also maintained the existing £24.75 per month membership category for unlimited use of Ballymote and Newcastle fitness suites.

## **2.2 Impact on Newcastle and Ballymote**

The decisions as set out in section 2.1 may have inadvertently had a detrimental effect on Ballymote and Newcastle in terms of participation levels and customers perception of "value for money" based on current membership packages and a view that the membership packages on offer in Ballymote and Newcastle is not comparable to type of facilities and services on offer in Downpatrick, Kilkeel or Newry.

### **Usage Figures (fitness suite attendances)**

Centre	Oct 2017	Nov 2017	Dec 2017	Oct 2018	Nov 2018	Dec 2018
Newcastle	1314	763	895	1186	1293	538
Ballymote	847	764	416	754	915	297

\*November 2018 Down Leisure Centre closed to public for 3 weeks

### **Memberships**

Whilst income is on the rise overall within Indoor Leisure and it is anticipated that the targets set out in the Indoor Leisure business plan will be met, the overall usage figures have dropped for Ballymote and Newcastle.

New Gold Members (Site Specific Gym Only) joined since November 2018:

Centre	Nov 18	Dec 18	Jan 19
Newcastle	14	2	13
Ballymote	0	0	3

Existing Gold Members (Site Specific Gym Only) Renewals since November 2018:

Centre	Nov 18	Dec 18	Jan 19
Newcastle	46	17	43
Ballymote	5	0	4

Centre	Oct Annual Over Swim HS	17 60 + Swim HS	Current Annual Over Swim HS	60 + Swim HS	Current Direct Debit Over 60 Gym	Current Paid Full Over 60 Gym
Newcastle	181		83		6	4
Ballymote	15		8		14	5

*\*Whist the table indicates Newcastle has a current Annual Over 60 Membership of 83 people it should be noted that this number relates to Tea Dance and Bowling activities only as in October 2017 the Fitness Suite entitlement was removed from this package.*

### 3. Options for Consideration

#### Option 1 – Do Nothing

Maintain current Membership Pricing Structure, ie.

- Ballymote and Newcastle Gym Only - £24.75 per month
- Ballymote and Newcastle Over 60 gym access - £15 per month

Positives	Negatives
Overall increase in Platinum All Inclusive memberships which will ultimately achieve income targets set out in the Indoor Leisure Business Plan.	<p>Footfall/participation in Ballymote and Newcastle has decreased, and it is anticipated that this trend will continue if no changes are made to memberships.</p> <p>Perceived negative PR. Customers feel that they are paying higher rates in Ballymote and Newcastle for non-comparable facilities, ie. For the over 60 rate of £15 per month (DLC/KLC/NLC also charge over 60's £15 per month) and for the gym only at £24.75 per month (DLC/KLC/NLC charge other non-concession customers £29.95 per month)</p> <p>Over 60 paid in full swim and health suite</p>

	<p>price at £3.70 per year is currently not applicable to the Ballymote or Newcastle centres due to no on site swimming pool provision</p> <p>Potential risk of not achieving business plan targets of participation for Ballymote or Newcastle centres.</p>
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## Option 2 – Proceed with Implementing New Proposed Pricing Model in Newcastle Centre and Ballymote Sports and Wellbeing Centre

### Direct Debit (Ballymote and Newcastle single site only)

- Gym Only Monthly Direct Debit £18.95
- Gym Only Concession Monthly Direct Debit £16.50

### Paid in Full Options

- 3-month Gym Only £56.90
- 3-month Gym Only Concession £49.50
- 6-month Gym Only £113.70
- 6-month Gym Only Concession £99.00
- 12 Month Gym Only £208.50
- 12 Month Gym Only Concession £181.50

### Over 60 and Less Abled

- Gym, Swim, Health Suite Monthly Direct Debit (access all times) £15.00  
(same as DLC/KLC/NLC)
- Gym per use Off Peak £1.00 per use  
(Ballymote and Newcastle only and must be on the annual over 60 membership of £3.70 or less abled membership of £12.40 to achieve discount. Off-peak is generally Mon-Fri 9am-5pm and access all weekend)

Positives	Negatives
<p>This option is anticipated to assist with increasing footfall within the smaller centres of Ballymote and Newcastle.</p> <p>Would potentially allow the Council to increase its membership packages and aim to realise the income and participation projections for Newcastle and Ballymote as set out in the Indoor Leisure Business Plan.</p> <p>By adopting new membership categories, it could be perceived that customers are getting value for money service and facilities in Ballymote and Newcastle.</p>	<p>If a revised lower membership charge were to be implemented for Ballymote and Newcastle, there would be an initial negative impact on income. However, with an aggressive marketing strategy around these new memberships, it would be anticipated that the income for these sites would begin to increase and surpass current income reports with current memberships in addition to achieving increase participation in health and fitness within the centres.</p> <p>Potential risk of not achieving business plan targets for entire section of income, participation and ultimately reduction in</p>

	net costs to operate leisure facilities by 2021 if amended option is not implemented/trialled or future action not taken to address current downward trend.
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**4. Recommendation**

Option 2, as presented in Section 3 of this report, would appear to be the most assured option for the Council. This proposed delivery model is anticipated to successfully assist with income and participation targets as set out in the Indoor Leisure Business Plan.

In addition, this would ensure that customers are offered membership packages that are reflective of the current facilities on offer.

It would be proposed to adopt this recommendation for a trial period of 6 months and for a review to be carried out to determine future viability.

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 <sup>st</sup> March 2019
<b>Subject:</b>	House Hold Membership Bolt On
<b>Reporting Officer (Including Job Title):</b>	Kieran Gordon, Head of Indoor Leisure
<b>Contact Officer (Including Job Title):</b>	Kerri McConnell, Commercial Development Officer

For decision	X	For noting only	
<b>1.0</b>		<b>Purpose and Background</b>	
1.1		<p>Previously in February 2019, approval was given to adopt the 2019/20 Leisure and Sport Scale of Charges. Within the approval obtained, a recommendation was made for a household bolt on membership to be considered in a future committee report pending analysis being completed.</p> <p>Officers have now conducted further analysis and provide members with options for consideration.</p>	
<b>2.0</b>		<b>Key issues</b>	
2.1		<p>Currently, all membership options that are available to customers within the Council's Indoor Leisure centres are on a singular basis only – ie. One customer per membership account and no discount given for additional customers to join.</p> <p>Currently customers can access facilities by paying per entry but can also avail of the following membership packages - monthly direct debit as well as 3-month, 6 month and 12 month paid in advance options.</p>	
2.2		<p>Research has been carried out across several local leisure centres within Northern Ireland. Where leisure centres offer memberships that include more than one single individual, the main findings have been:</p> <ul style="list-style-type: none"> <li>• Packages varying between family, group, bolt on, and household memberships</li> <li>• Eligibility criteria varying between min or max number of adults and under 16's</li> <li>• Eligibility criteria varying between members all residing at one address or no requirement at all</li> <li>• Payment mechanism varying between direct debit and paid in advance</li> <li>• Group/family/household membership appears to offer discounted rates and appear to be based on the single adult rate as the starting point (ie. Customers who already are eligible for other concessions may not necessarily then receive further discounts via these schemes)</li> <li>• Issues with administration – ie. Documents for eligibility and ongoing verification (particularly when discounts are given for under 16's and issues regarding mechanisms in place to deal with under 16's when they reach an age where they are deemed to be eligible as a full paying adult</li> <li>• IT system issues regarding configuration of packages</li> <li>• Issues around definitions of a "family" or "group"</li> </ul>	

	Due to the varying models within Northern Ireland and at times ambiguity around eligibility criteria, it appears there is not a consensus on an approach that is deemed best practice.
2.3	<p>Therefore, based on the varying models, officers proposed the following household bolt on membership package:</p> <ul style="list-style-type: none"> <li>• Proposal for a £15 per month "bolt on" for Downpatrick, Kilkeel and Newry with a £10 per month "bolt on" for Ballymote and Newcastle (ie. Currently for Downpatrick, Kilkeel and Newry a full adult price is £29.95 per month and for Ballymote and Newcastle this is £24.75 per month so in these scenarios additional customers could be "bolted-on" for £15 and £10 respectively)</li> <li>• Household membership criteria – proof of eligibility of singular residence within the Newry, Mourne and Down District Council area for up to 6 individuals (min of one adult required and all aged 16 or above)</li> <li>• Discounts to be taken from a single full paying adult price – ie. The "head" member must be paying the full membership rate and can be available via monthly direct debit or by 6 or 12 months paid in advance</li> <li>• Where the members opt for the direct scheme, only one direct debit can be associated with the account – ie. The head adult member who is paying the full adult rate</li> </ul> <p>In addition, to encourage further junior participation within leisure centre swimming pools, proposal for:</p> <ul style="list-style-type: none"> <li>• leisure centre customers who have an active membership account, a discounted rate of £1.50 per child compared to current £ 2.40 for 4-15-year olds with an accompanying adult member providing normal admission criteria is met (note under 4's are currently free)</li> </ul>
<b>3.0</b>	<b>Recommendations</b>
3.1	<p>The Committee agree to proceed with the proposal contained within section 2.3 of this report for:</p> <ul style="list-style-type: none"> <li>• new household bolt on membership category - £15 per month for DLC, KLC and NLC and £10 per month for Ballymote and Newcastle</li> <li>• for leisure centre members who have an active membership account, a discounted rate of £1.50 for 4-15-year olds for swimming access (ie. saving of 90p compared to normal admission price)</li> </ul>
<b>4.0</b>	<b>Resource implications</b>
4.1	<p>Officer time – to make staff and customers aware of arrangements</p> <p>Financial – If a revised lower membership charge were to be implemented, existing customers who meet the eligibility criteria may choose to review their membership which could have the potential to have an initial negative impact on income. However, with an aggressive marketing strategy around these new memberships, it would be anticipated that the income would begin to increase and surpass current income reports in addition to achieving increase participation in health and fitness within the centres particularly with junior memberships.</p>
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	<p>The proposal has explored options and taken consideration of potential impact of suggested actions. The recommendation has potential to provide consistent application of membership and pricing operating arrangements. It is not anticipated that this recommendation would have an adverse impact upon equality of opportunity and good relations.</p>

<b>6.0</b>	<b>Rural Proofing implications</b>
	The proposal and recommendations tabled for consideration do not fall within an activity subject to Section 1 (1) of the Rural Needs Act (NI) 2016
<b>7.0</b>	<b>Appendices</b>
	N/A
<b>8.0</b>	<b>Background Documents</b>
	N/A

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 <sup>st</sup> March 2019
<b>Subject:</b>	Mary Peters Trust, Financial Support
<b>Reporting Officer (Including Job Title):</b>	Conor Haughey, Head of Outdoor Leisure
<b>Contact Officer (Including Job Title):</b>	Pat power, Sports Development Manager

Confirm how this Report should be treated by placing an x in either:-

For decision	<input checked="" type="checkbox"/>	For noting only	<input type="checkbox"/>
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<b>1.0</b>	<b>Purpose and Background</b>
1.1	Mary Peters Trust has requested financial donation of support toward their capital Sporting Awards in order for this charity to present financial support to 4 sports people living within our District, and participating in different sports including disability sports. The trust value of award last year varied from £300-500. Councils own elite athlete scheme only allows a maximum of £200 to individual sports persons. Council has to date already funded £8,000 within 2018/19 to various individuals and sports teams through its own Scheme.
<b>2.0</b>	<b>Key issues</b>
2.1	<ul style="list-style-type: none"> <li>The Committee received similar requests in 2016/17 and 2017/18 and awarded a grant of £1000 to Mary peters trust In March 2018</li> <li>Council already provide grants to high performers in our District through our own Elite Athlete Scheme.</li> </ul>
<b>3.0</b>	<b>Recommendations</b>
3.1	That the Committee agree:- To provide a donation of £800.00. This donation will be provided with the understanding that this is the final financial support from Council and no support will be granted to the trust in 2020 as we provide and will continue with our own Elite Athlete Scheme.
<b>4.0</b>	<b>Resource implications</b>
4.1	<ul style="list-style-type: none"> <li>Cost of £800 to the Sports Development Budget.</li> </ul>
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	No equality or good relations adverse impact is anticipated.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	Officers confirm due regard to rural needs has been considered and this report has not been subject to a rural needs impact assessment.

<b>7.0</b>	<b>Appendices</b>
	Letter from Mary Peters Trust.
<b>8.0</b>	<b>Background Documents</b>
	N/A



**Mary Peters Trust**

marypeterstrust.org

*Funding Northern Ireland's Future Sporting Champions*

28<sup>th</sup> January 2019

Mr Liam Hannaway  
Chief Executive  
Newry, Mourne and Down Council  
Monaghan Row  
Newry  
BT35 8DJ



Dear Mr Hannaway

Over the years you have assisted the Mary Peters Trust (we are a charity administered voluntarily by Directors) by providing encouragement and financial support. We invest our capital and the interest is distributed in the form of sporting awards to upcoming athletes.

In the year 2018 the Trust disbursed over £80k to 200 young people representing over 50 sports. Awards were made to the following recipients who reside in your area:

Name	Sport	Amount
Drew Armstrong	Cycling	£500
Christopher Burns	Cycling	£400
Luka Hallissey	Mountaineering	£300
Erin McIlwaine	Sailing	£500

We are seeking your support to help maintain our capital base to ensure the level and value of awards continues to grow. We need the support of Local Authorities, commercial organisations and voluntary bodies in order to help achieve this target. A number of fundraising events are also being organised.

We ask you to forward this letter to the relevant Council Committee and respectfully request they join in our work of helping young people achieve excellence in sport, by making a contribution for the financial year 1 April 2019 to 31 March 2020.

Best wishes and many thanks for your continued support.

Dame Mary Peters CH DBE RNR  
President

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 <sup>st</sup> March 2019
<b>Subject:</b>	Kiltybane Amenity Area, Toilet Facility
<b>Reporting Officer (Including Job Title):</b>	Conor Haughey, Head of Outdoor Leisure
<b>Contact Officer (Including Job Title):</b>	Declan Crilly, Outdoor Leisure Officer

<table><tr><td>For decision</td><td>X</td><td>For noting only</td><td></td></tr></table>		For decision	X	For noting only	
For decision	X	For noting only			
1.0	<b>Purpose and Background</b>				
1.1	<p>Council approved in September 2018 to purchase and install a new toilet unit at Kiltybane Amenity Area and the realignment of the overall capital budgets for the estimated costs for the facility.</p> <p>As a result of the work carried out to date, proposals are now based around an Anti-Vandal unit, the supplier has recommended coving skirting and steel bonded interior for a wipeable vandal resistant finish, this specification would also ensure longevity due to the damp resistance the cove skirting provides. It estimated the true cost will now be £30k due to the required higher specification for an Anti-Vandal Amenity Block of the required size, which includes delivery and installation.</p>				
2.0	<b>Key issues</b>				
2.1	<ul style="list-style-type: none"><li>• Timeframe to have upgrading works carried out at this facility to accommodate the new game angling season on 2019</li><li>• The club agreeing to a SLA in order to open/close and clean this facility.</li></ul>				
3.0	<b>Recommendations</b>				
3.1	<p>That the Committee agree:-</p> <p>To agree to the new £30,000 budget and the realignment of the overall capital budgets for this facility.</p>				
4.0	<b>Resource implications</b>				
4.1	<ul style="list-style-type: none"><li>• Budget cost of £30,000,</li><li>• Officers time.</li></ul>				
5.0	<b>Equality and good relations implications</b>				
5.1	No equality or good relations adverse impact is anticipated.				
6.0	<b>Rural Proofing implications</b>				
6.1	Officers confirm due regard to rural needs has been considered and this report has not been subject to a rural needs impact assessment.				
7.0	<b>Appendices</b>				
	N/A				
8.0	<b>Background Documents</b>				
	N/A				

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 <sup>st</sup> March 2019
<b>Subject:</b>	Relocation of Newry Mitchells
<b>Reporting Officer (Including Job Title):</b>	Conor Haughey, Head of Outdoor Leisure
<b>Contact Officer (Including Job Title):</b>	Declan Crilly, Outdoor Leisure Officer

<table><tr><td>For decision</td><td>X</td><td>For noting only</td><td></td></tr></table>		For decision	X	For noting only	
For decision	X	For noting only			
1.0	<b>Purpose and Background</b>				
1.1	<p>AECOM consultants for DFI working on the Newry South Relief Road (NSSR) require to carry out Geotechnical Investigations and bore hole drilling on their preferred route for the NSSR which is within the playing surface of Gerry Brown Football Field. This work will commence around the end March. This pitch is currently used under seasonal hire arrangement by Newry Mitchells Senior and Under 12 teams.</p> <p>Sports development have recently met with the Club and agreed the re-location and utilisation of Derryleckagh playing field under a seasonal hire/service level arrangement that will last from 1<sup>st</sup> April 2019 to 31<sup>st</sup> March 2020. Sports development have also discussed with the Down County Board GAA and have received a letter of comfort supporting this re-location.</p>				
2.0	<b>Key issues</b>				
2.1	<ul style="list-style-type: none"><li>• Timeframe to re-locate Newry Mitchells,</li><li>• Sole usage for this Club on this facility each Wednesday, Friday and Sunday for one year.</li><li>• Restricted booking access for only one additional hire each week.</li></ul>				
3.0	<b>Recommendations</b>				
3.1	<p>That the Committee agree to the re-location of Newry Mitchells to utilise Derryleckagh Playing Fields on Wednesday, Friday and Sunday of each week from 1 April 2019 to 31 March 2020 and subject to annual renewal thereafter.</p>				
4.0	<b>Resource implications</b>				
4.1	<ul style="list-style-type: none"><li>• Officers time.</li></ul>				
5.0	<b>Equality and good relations implications</b>				
5.1	<p>No equality or good relations adverse impact is anticipated.</p>				
6.0	<b>Rural Proofing implications</b>				
6.1	<p>Officers confirm due regard to rural needs has been considered and this report has not been subject to a rural needs impact assessment.</p>				

<b>7.0</b>	<b>Appendices</b>
	Letter of Support:
<b>8.0</b>	<b>Background Documents</b>
	N/A

28/02/2019

Dear Sir/Madam

I am writing to you as the governing parent body for John Mitchel GFC Newry.

We are aware that Gerry Brown Park will not be available to John Mitchel GFC to play their Home Adult League games in 2019 and I would ask on behalf of Down GAA that NMDDC would look favorably on granting preferential use of the GAA pitch at Derrylecka Playing Fields to the Club for the 2019 Season.

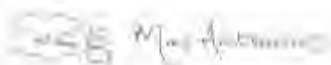
John Mitchel GFC have a proud tradition and history in the Newry Area and we would be very anxious that they were able to fulfill their home fixtures in 2019 at one particular venue as opposed to being in a situation that changed from week to week.

In the past the Newry and Mourne Council have been accommodating to Clubs whose own grounds were under development by facilitating exclusive Match Day usage at Derrylecka and we would ask that NMDDC would do the same in this instance for John Mitchel GFC.

Down GAA will cooperate fully in the scheduling of fixtures and would notify all other Clubs accordingly to ensure that the use of Derrylecka by John Mitchel GFC was respected by all other Clubs and potential GAA users within the County. There would be goodwill throughout the Down GAA family to ensure that Mitchels were facilitated if possible at Derrylecka Playing Fields.

I hope that you will look favorably on our request and note our support for the Club on this matter.

Kind Regards





<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 <sup>st</sup> March 2019
<b>Subject:</b>	Capital Scheme Approvals
<b>Reporting Officer (Including Job Title):</b>	Conor Haughey, Head of Outdoor Leisure
<b>Contact Officer (Including Job Title):</b>	Declan Crilly, Outdoor Leisure Officer

Confirm how this Report should be treated by placing an x in either:-

<b>For decision</b>	<input checked="" type="checkbox"/>	<b>For noting only</b>	<input type="checkbox"/>
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<b>1.0</b>	<b>Purpose and Background</b>
1.1	As a result of both the Play Strategy and the Sports Facility Strategy Council have budgeted an approved five-year programme of capital works in order to improve outdoor sports facilities and play park facilities. The Council's Estates Department and Procurement Department require Council approval for each individual scheme in order to proceed with the various tendering processes and contract delivery for those projects listed in appendix A. for 2019/2020
<b>2.0</b>	<b>Key issues</b>
2.1	<ul style="list-style-type: none"> <li>Officers requirement for approval in order to proceed with tendering and delivery of contracts to meet the programmed five-year works identified in both strategies.</li> </ul>
<b>3.0</b>	<b>Recommendations</b>
3.1	That the Committee agree:- To approve the listed projects within both the Sports Facility Strategy and Play Strategy to be tendered and delivered within the five-year programme.
<b>4.0</b>	<b>Resource implications</b>
4.1	<ul style="list-style-type: none"> <li>Officer's time,</li> <li>Capital costs already budgeted within the five year programme.</li> </ul>
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	No equality or good relations adverse impact is anticipated.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	Officers confirm due regard to rural needs has been considered and this report has not been subject to a rural needs impact assessment.
<b>7.0</b>	<b>Appendices</b>
	Appendix A.
<b>8.0</b>	<b>Background Documents</b>
	N/A

## APPENDIX A

Project	Budget
Annalong Bowling Pavillion	£30,000
Clanyre Park Amenity Site New Paths	£25,000
Derryleckagh Soccer Pavillion	£250,000
Kilkeel Bowling Pavillion	£180,000
Kilkeel Tennis Courts	£15,000
Milburn Football Pitch	£50,000
Newcastle Centre - Feasibility Study	£105,000
Newry - Albert Basin Park ( Consultancy 2nd Access)	£130,000
Outdoor Leisure Equipment	£28,000
Play Areas - Various - replace Equipment	£75,168
Play Strategy - Consolodation - (2 to 1) Hillfoot Toddler/Hillfoot Junior	£45,000
Play Strategy - Consolodation - (2 to 1) Model farm/St Dympnas	£45,000
Play Strategy - Consolodation - (2 to 1) Mona View/Annalong	£45,000
Play Strategy - Consolodation - (2 to 1) Raymond Mc Creesh pk / Barcroft	£45,000
Play Strategy - Consolodation - (2 to 1) Springhill Drive/Shandon Pk	£45,000
Play Strategy - Consolodation - (2 to 1) Windmill Road/Heather Park	£45,000
Play Strategy - Consolodation - (2 to 1) Emmet St/Mourneview	£45,000
Play Strategy - Consolodation - (4 to 2) Charlemont Sq/Pond Field/Fr Cullen/College Square	£90,000
Play Strategy - Consolodation - Radial Duplication Assenment required - Bridge Street/Ardmore Av/Marian Pk	£45,000
Play Strategy - Consolodation - Relocate Spelga Park	£45,000
Play Strategy - Newbuild - Barnamaghery Villas	£100,000
Play Strategy - Newbuild - Kildief	£100,000
Play Strategy - Newbuild - Kilmore	£100,000
Play Strategy - Newbuild - Magennis Villas	£100,000
Play Strategy - Newbuild -Forkhill MOD Site - RDP	£200,000
Play Strategy - Transformation - Drumaroad	£7,500
Play Strategy - Transformation - Latt Crescent	£7,500
Play Strategy - Transformation - Pious hill	£7,500
Play Strategy - Transformation - Tullydonnell	£7,500
Play Strategy - Transformation -Station Avenue	£7,500
Play Strategy - Upgrade - Cullyhanna - RDP	£65,000
Play Strategy - Upgrade - Drumaness - RDP	£65,000
Play Strategy - Upgrade - Dungormley - RDP	£65,000
Play Strategy - Upgrade - Innisfree - RDP	£65,000
Play Strategy - Upgrade - Killough Playing Fields - RDP	£65,000
Play Strategy - Upgrade - Westlands - RDP	£65,000
Play Strategy - Upgrade -Cullaville	£45,000
Play Strategy - Upgrade -Kitty's road	£45,000
Play Strategy - Upgrade -Newcastle Centre	£45,000

**Combined total from existing capital budgets of £2,545,668**

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 <sup>st</sup> March 2019
<b>Subject:</b>	Peace IV Shared Spaces Programme
<b>Reporting Officer (Including Job Title):</b>	Conor Haughey, Head of Outdoor Leisure
<b>Contact Officer (Including Job Title):</b>	Declan Crilly, Outdoor Leisure Officer

<table><tr><td>For decision</td><td>X</td><td>For noting only</td><td></td></tr></table>		For decision	X	For noting only	
For decision	X	For noting only			
1.0	<b>Purpose and Background</b>				
1.1	<p>In September 2018, County Down Rural Community Network was appointed by Newry, Mourne and Down District Council to deliver a reimagining and regeneration programme that would work with ten local steering groups across the District on a programme of engagement and development of a physical shared spaces project. The programme falls under the 'Shared Spaces and Services' theme of the Peace IV Programme 2014-2020 and its key objective under the Newry, Mourne and Down Peace IV Action Plan is to deliver:</p> <p><i>"Activities which will produce local physical change. Fieldwork for initial engagement and creation of safe space for dialogue"</i></p> <p>Reimagining and regeneration projects have been identified by the local steering group in each of the ten areas and these have been developed through a series of dialogue sessions, area walkabouts, best practice study visits and stakeholder consultation sessions over the last number of months. Many of the ten projects are proposed to be carried out on Council land, and the Council will be delivering the projects under the next phase of the Programme.</p>				
2.0	<b>Key issues</b>				
2.1	<ul style="list-style-type: none"><li>• Approval for works to be carried out on 6 number Council owned lands/sites</li><li>• Each of the shared spaces projects are currently being written into local action plans for delivery, and therefore at this stage, Council's approval is required for the works listed in Appendix.</li></ul>				
3.0	<b>Recommendations</b>				
3.1	<p>That the Committee agree:-</p> <p>To the Request to use Council land and gain support to develop new Peace IV shared spaces projects in ten areas across the District</p>				
4.0	<b>Resource implications</b>				
4.1	<ul style="list-style-type: none"><li>• There is currently a budget of £16,000 per area under Peace IV for the projects to be delivered.</li><li>• Officers time.</li></ul>				
5.0	<b>Equality and good relations implications</b>				

5.1	No equality or good relations adverse impact is anticipated.
6.0	<b>Rural Proofing implications</b>
6.1	Officers confirm due regard to rural needs has been considered and this report has not been subject to a rural needs impact assessment.
7.0	<b>Appendices</b>
	Appendix 1: List of the 10 suggested sites for this programme.
8.0	<b>Background Documents</b>
	N/A

Local Steering Group Area	Priority Project	Land owned by	Request for
Crossmaglen	Development of shared events space and community garden in Cardinal O’Fiaich Square	NMDDC	Approval to develop Council land and support in principle for the project.
Ballykinler	Community allotments at the Old Kindle School Site, to the rear of the new community building.	NMDDC	Approval to develop Council land and support in principle for the project.
Annalong	Village heritage map and environmental improvements at the Christmas tree site on Major’s Hill.	NMDDC	Approval to develop Council land and support in principle for the project.
Warrenpoint	Community garden and intergenerational shared space at Clonallen Park.	NMDDC	Approval to develop Council land and support in principle for the project.
Killyleagh	Environmental improvements to Moses Arch walkway.	Housing Executive (TBC)	Council support in principle for the project.
Kilkeel	Community artwork at Lower Square Car Park.	NMDDC/Private	Council support in principle for the project.
Carnagat	Environmental improvements at the green space on Carnagat Road.	Housing Executive	Council support in principle for the project.
Newtownhamilton	Community artwork and welcome signage at entrance to Jim Steen Park.	NMDDC/Housing Executive	Council support in principle for the project.
North Street, Newry	Community artwork at North Street Car Park.	Newry BID/Housing Executive	Council support in principle for the project.
Mount Crescent, Downpatrick	Community garden and meanwhile space to derelict land at rear of Down	Habinteg Housing Association	Council support in principle for the project.

	County Museum on Mount Crescent.		
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<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 <sup>st</sup> March 2019
<b>Subject:</b>	Transforming Health, Preventing Disease- Project Funding Proposal
<b>Reporting Officer (Including Job Title):</b>	Conor Haughey, Head of Outdoor Leisure
<b>Contact Officer (Including Job Title):</b>	Conor Haughey, Head of Outdoor Leisure

<table><tr><td>For decision</td><td>X</td><td>For noting only</td><td></td></tr></table>				For decision	X	For noting only	
For decision	X	For noting only					
1.0	Purpose and Background						
1.1	<p>Councils Community Planning and Leisure staff have identified an opportunity to work in partnership with the two Health trusts to introduce a health service client to a wide range of physical activities and opportunities. This non-medical approach is a transformation process to provide a better Health care and lead to improving Patients health.</p> <p>Committee agreed in January 2019 to proceed with a joint proposal with Southern and South Eastern Trusts for this a transforming Health proposal.</p> <p>Officers from NMDDC, both trusts, NMDDC chief executive, and the Southern Trust Chief executive have now met and agreed to the proposed pathway process for those patients diagnosed with Diabetes and mental health problems to be steered and assisted to participate in physical activities both indoor and outdoor.</p> <p>This proposal will require the recruitment of two new Client support health coordinator's One based in Newry and the other in Downpatrick for an initial trial 12-month period.</p> <p>The funding for these two post holders will be shared through a triangulate from South Eastern, Southern trusts and NMDDC for an overall cost of £70,000. (£25k from NMDDC)</p> <p>It is expected to recruit and appoint these posts in September 2019 till August 2020. The initial 6 months programme for the Client support officers will be focused upon those Diabetic patients across the district then a review shall be conducted thereafter to look at possible additional physical support for those children and young people suffering from mental health problems.</p>						
2.0	Key issues						
2.1	<ul style="list-style-type: none"><li>• Recruitment process for the two Client support officers</li><li>• Referral programmes to be devised</li><li>• Reporting and monitoring processed for clients progress and health improvements</li><li>• Client support officers will develop links with a full range of activity groups in order to provide social activities for clients beyond the referral programme</li><li>• </li></ul>						

<b>3.0</b>	<b>Recommendations</b>
3.1	That the Committee agree: - <ul style="list-style-type: none"> <li>• To this joint Health programme in order to introduce a health service for clients/patients to a wide range of physical activities and opportunities.</li> <li>• The recruitment of the two client support officers.</li> </ul>
<b>4.0</b>	<b>Resource implications</b>
4.1	<ul style="list-style-type: none"> <li>• Cost of £14,500 contribution within 2019/2020 financial year</li> <li>• Cost of £10,500 contribution within 2020/2021 financial year</li> <li>• Officer time</li> </ul>
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	This proposal should have a positive impact on Equality and good relations,
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	Officers confirm due regard to rural needs has been considered and this report has not been subject to a rural needs impact assessment.
<b>7.0</b>	<b>Appendices</b>
	n/a
<b>8.0</b>	<b>Background Documents</b>
	N/A

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Breastfeeding Welcome Here Phase 2
<b>Reporting Officer (Including Job Title):</b>	Eoin Devlin Assistant Director Health and Wellbeing
<b>Contact Officer (Including Job Title):</b>	Emma O'Hagan, Health Inequalities Officer

<table border="1"><tr><td>For decision</td><td>X</td><td>For noting only</td><td></td></tr></table>				For decision	X	For noting only													
For decision	X	For noting only																	
1.0	Purpose and Background																		
1.1	On the 27 <sup>th</sup> November 2018, 17 Council buildings joined the Public Health Agency Breastfeeding Welcome Here Scheme (phase 1). The report 'Proposal for the introduction of the Breastfeeding Welcome Here Scheme to Newry, Mourne and Down District Council Public Buildings (phase 1)' was approved by committee on the 20 <sup>th</sup> August 2018.																		
2.0	Key issues																		
2.1	<p>Following the implementation of phase 1, the plan for phase 2 is to implement the scheme in Council run Community Centre buildings. This will ensure that breastfeeding mothers in the District have more options on where to breastfeed and it also enables the Council to promote the uptake of the scheme to businesses within the District.</p> <p>The Council run Community Centre buildings established for phase 2 are:</p> <table border="1"><tr><td>1. Annalong Community Centre</td></tr><tr><td>2. Barcroft Community Centre</td></tr><tr><td>3. Barnmeen Community Centre</td></tr><tr><td>4. Cabra Community Centre</td></tr><tr><td>5. Cloughreagh Community Centre</td></tr><tr><td>6. Crossmaglen Community Centre</td></tr><tr><td>7. Cullyhanna Community Centre</td></tr><tr><td>8. Derrybeg Community Centre</td></tr><tr><td>9. Dorsey Community Centre</td></tr><tr><td>10. Drumalane/Quayside Close Community Centre</td></tr><tr><td>11. Forkhill Community Centre</td></tr><tr><td>12. Kitty's Road Community Centre</td></tr><tr><td>13. Lisnacree Community Centre</td></tr><tr><td>14. Meadow/Armagh Road Community Centre</td></tr><tr><td>15. Meigh Community Centre</td></tr><tr><td>16. Mullaghbawn Community Centre</td></tr></table>			1. Annalong Community Centre	2. Barcroft Community Centre	3. Barnmeen Community Centre	4. Cabra Community Centre	5. Cloughreagh Community Centre	6. Crossmaglen Community Centre	7. Cullyhanna Community Centre	8. Derrybeg Community Centre	9. Dorsey Community Centre	10. Drumalane/Quayside Close Community Centre	11. Forkhill Community Centre	12. Kitty's Road Community Centre	13. Lisnacree Community Centre	14. Meadow/Armagh Road Community Centre	15. Meigh Community Centre	16. Mullaghbawn Community Centre
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	<div> <div>17. Newtownhamilton Community Centre</div> <div>18. Three Ways Community Centre</div> <div>19. Ballynahinch Centre</div> <div>20. Dan Rice Hall</div> <div>21. Market House</div> <div>22. Castlewellan Community Centre</div> <div>23. Saintfield Community Centre Site</div> <div>24. McGrath Centre</div> </div> <p>*Please note that Bessbrook Community Centre, Hilltown Community Centre and Bridge Community Centre are not on the list due to them independently being signed up to the scheme. A refresh of information will be given to staff within these buildings.</p>
<b>3.0</b>	<b>Recommendations</b>
3.1	The recommendation is that the committee approve phase 2 buildings of Council joining the Breastfeeding Welcome Here Scheme.
<b>4.0</b>	<b>Resource implications</b>
4.1	<p>There are no direct monetary implications to Council though it does require time for managers of buildings involved (phase 2) to partake in a training session. Councils Health Inequalities Officer has been trained to deliver the Public Health Agency training session and can arrange with relevant staff as and when suits.</p> <p>The information must then be passed on to all staff members in the buildings to ensure that everyone is aware of the scheme and to ensure that they are supportive of breastfeeding mothers within Council buildings. All staff members will receive a factsheet about the scheme (appendix 1).</p> <p>Once this training has taken place the buildings involved in the training will receive a sticker which they must clearly display in a public place. The buildings will then be listed on the Breastfeeding Welcome Here website which includes an interactive map to show that the buildings are signed up to the scheme.  <a href="https://www.breastfedbabies.org/breastfeeding-welcome-here-scheme-%E2%80%93-parents">https://www.breastfedbabies.org/breastfeeding-welcome-here-scheme-%E2%80%93-parents</a></p> <p>Monitoring and evaluation of all Breastfeeding Welcome Here premises is conducted by the Public Health Agency to ensure that all businesses are performing at the correct standards.</p>
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	No equality or opportunity or good relations adverse impact is anticipated.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	Officers have considered and no rural needs issues are anticipated
<b>7.0</b>	<b>Appendices</b>
	Breastfeeding Welcome Here Scheme Factsheet



## FAQ's Public Health Agency (PHA) Breastfeeding Welcome Here Scheme

### 1. What is the PHA Breastfeeding Welcome Here Scheme?

The Breastfeeding Welcome Here Scheme is an initiative which makes it easier for mums to recognise places where they can breastfeed when they are out and about with their baby. In NI over 700 businesses and council facilities are members of the scheme.

### 2. Why is breastfeeding an issue and is it important?

NI has one of the lowest breastfeeding rates in the world, 64% of women start breastfeeding at the time their baby is born, but by 6 months only 16% of babies here are breastfed. The longer a baby is breastfed the better the benefits to health. The World Health Organisation suggests that babies should have breastmilk alone until around 6 months and then after other food is introduced breastfeeding should continue into the 2<sup>nd</sup> year of life. One of the reasons women stop breastfeeding is lack of support and poor social acceptability of breastfeeding.

Breastfeeding has many important benefits and it helps to protect babies and young children from many serious illnesses including;

- ♥ diarrhoea, tummy upsets and gastroenteritis
- ♥ coughs and colds
- ♥ ear and chest infections
- ♥ urine infections
- ♥ allergies, asthma and eczema
- ♥ childhood diabetes



Mums who breastfeed also benefit from less risk of:

- ♥ breast cancer
- ♥ ovarian cancer
- ♥ osteoporosis (bone thinning)

### 3. What do the staff need to do to support the scheme?

When your council decides to become members of the Breastfeeding Welcome Here scheme you will be asked to support breastfeeding by playing your part in fulfilling the following 4 criteria.

- Breastfeeding is acceptable in all areas of the designated council facility that is open to the general public
- A mother who is breastfeeding in an area open to the general public will not be asked to move to another area or to stop breastfeeding
- The public will be made aware that your facility is a member of the scheme through display of the scheme window/door sticker and the scheme certificate in the council premises
- All staff working in council facilities who are members of the scheme will be aware of membership criteria and are supportive of the needs of breastfeeding mothers and babies

### 4. Do I need to find a private room for a mother to breastfeed in?

No you do not have to provide a feeding room to be a member of the Breastfeeding Welcome Scheme. This is because the aim of the Welcome Here Scheme is to help make breastfeeding part of everyday life by making mothers feel they can breastfeed wherever and whenever they and their baby need to.

### 5. What if another member of the public complains about a mother breastfeeding?

It is not very likely that a member of the public complains to you about a mother breastfeeding. If it does happen it will be necessary to explain that your facility is a member of the PHA Breastfeeding Welcome Here Scheme and therefore you are supportive of the needs of breastfeeding mothers and babies. You might want to consider saying something like this:

*'I'm very sorry you feel offended by this mother breastfeeding her baby, we support breastfeeding as we recognise how important breastfeeding is to health of mothers and babies. Newry Mourne and Down Council is a member of the Public Health Agency Breastfeeding Welcome Here Scheme, therefore I'm afraid I will not ask this mother to move or stop breastfeeding, however I would be very happy to find another seating area for you.'*

Breastfeeding mothers need our support and you can play a part in improving the health and wellbeing by being supportive and welcoming of breastfeeding families. If you would like to find out more about breastfeeding and the PHA Breastfeeding Welcome Here Scheme visit [www.breastfedbabies.org](http://www.breastfedbabies.org) or contact Alison McCusker on [alison.mccusker@hscni.net](mailto:alison.mccusker@hscni.net)

<b>Report to:</b>	Active and Healthy Communities Committee
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	STATIC HOLIDAY AND TOURING CARAVAN SITES LICENSE CONDITIONS
<b>Reporting Officer (Including Job Title):</b>	Eoin Devlin Assistant Director of Health and Wellbeing
<b>Contact Officer (Including Job Title):</b>	Sinead Murphy Head of Environmental Health - Commercial

<table border="1"> <tr> <td>For decision</td> <td>X</td> <td>For noting only</td> <td></td> </tr> </table>		For decision	X	For noting only	
For decision	X	For noting only			
<b>1.0</b>	<b>Purpose and Background:</b>				
1.1	<p>A caravan site operator is required to hold a site licence and operate in accordance with:</p> <ul style="list-style-type: none"> <li>• Caravans Act (Northern Ireland) 1963;</li> <li>• Model Licence Conditions for Caravan Sites 1992 (Holiday Caravan Sites); and</li> <li>• Model Licence Conditions for Residential Caravan Sites 1994.</li> </ul> <p>An operator must have planning permission for the caravan site before applying for a licence. An application for a site licence is made to the local council who issue the site license subject to conditions.</p>				
<b>2.0</b>	<b>Key issues:</b>				
2.1	<p>The Council has reviewed and updated the license conditions for Residential and Static Holiday and Touring Caravan sites in line with Northern Ireland Fire &amp; Rescue Service's Fire Safety Guide for Caravan Site Operators. We have consulted with the relevant Stakeholders and are now preparing to issue these to all licensed sites in the District subject to approval.</p> <p>We will be taking a measured approach to work as far as is possible with the site licence holders in ensuring that these conditions are implemented</p>				
<b>3.0</b>	<b>Recommendations:</b>				
3.1	<b>Consider the amended Residential and Static Holiday and Touring Caravan Sites License Conditions and agree to adopt these conditions for licensed sites in the District from 1 April 2019.</b>				
<b>4.0</b>	<b>Resource implications:</b>				
4.1	None at present				
<b>5.0</b>	<b>Equality and good relations implications:</b>				
5.1	None				
<b>6.0</b>	<b>Rural Proofing Implications</b>				
	Officers have considered and there are no implications identified				
<b>7.0</b>	Appendices      Standard licence conditions				



**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL**  
**CARAVANS ACT (NORTHERN IRELAND) 1963**  
**RESIDENTIAL CARAVAN SITES**  
**LICENCE NO ...**

Newry, Mourne and Down District Council hereby licences as a Caravan Site, subject to the following conditions,

the premises:.....

.....

.....

Containing:..... Hectares

occupied by:.....

DATED

.....  
***Clerk and Chief Executive***

## LICENCE CONDITIONS

### 1. SITE BOUNDARIES

The boundaries of the site shall be clearly discernible on the ground either by reference to natural features or by indication posts, fencing, walls, hedges, etc.

2. The site shall not be used as a caravan site during ?????? except at weekends.

### 3. SITE PLAN

A plan of the site layout shall be given by the site owner to the District Council showing the following:-

- (a) Each caravan stand shall be indicated clearly by a number which shall not be altered without informing the District Council.
- (b) The position of fire fighting equipment, electrical intake, sewers etc.

Any changes made to the site layout shall be notified to the District Council and an updated plan provided.

4. The total number of caravans and motor caravans on this site shall not exceed (*insert number*) at any time.
5. In the case of new sites or extensions to existing sites, the bringing of additional caravans and motor caravans onto the site for the purpose of human habitation is prohibited until the Council has notified, in writing, and are satisfied that all license conditions have been met.

### 6. DENSITY AND SPACE BETWEEN CARAVANS AND MOTOR CARAVANS

- (a) The overall gross density shall be consistent with safety standards, health and amenity requirements. The minimum spacing distance between any two caravans should not be less than six meters. The gross density shall not exceed 50 caravans and motor caravans to the hectare, calculated on the basis of the usable area (ie excluding lakes, roads, communal services and other areas unsuitable for the siting of caravans and motor caravans) rather than the total site area.

- (b) No caravan or motor caravan should be sited within 3 metres of the site boundary\*. The distance from any part of a caravan/structure to any part of a road within the site should not be less than 2 metres. Subject to the following variations in Table 1

Criteria	Permanent Residential Caravan Site*	Holiday Caravan Site	Touring Caravan Site
Minimum separation distance between caravans	6m	5m if aluminium or other material with similar fire performance 6m if plywood or similar, or mixture of permanent residential and holiday caravans	6m
Maximum distance from fire appliance access road	50m	50m	50m
Minimum clear space where there are ramps for the disabled, verandas or stairs	4.5m	3.5m 4.5m if mixture of permanent residential and holiday caravans	4.5m where applicable
Minimum clear space between caravans at corners	3.5m	3.5m	3.5m
Minimum clear space between occupancies from combustibles	3m	3m	3m
Density	50 caravans per hectare	60 caravans per hectare	75 touring caravans or motorhomes per hectare

Table 1 Criteria Specific to Site Type

\*Criteria can be reduced if a suitable and sufficient Fire Risk Assessment (Point 19) outlines reasons for the reduction.

- (c) The point of measurement of porches, awnings, etc. is the exterior cladding of the caravan or motor caravan excluding the draw bar. Porches may protrude 1 metre into the 6 metre space and shall be of the open type and be more than 2m wide along the unit.

- (d) Where awnings are used, the distance between any part of the awning and an adjoining caravan or motor caravan shall not be less than 3 metres. They shall not be of the type which incorporates sleeping accommodation and they shall not face each other or touch. A non-combustible awning will deflect flames and shall not be permitted. A combustible awning will burn through and allow heat to dissipate.
- (e) Eaves, drainpipes and bay windows may extend into the 6 metre space provided the total distance between the extremities of 2 adjacent units is not less than 5.25 metres in a 6 metre space.
- (f) Where there are ramps for the disabled, verandas and stairs extending from the unit, there shall be 4.5 metres clear space between them mixture of and such items shall not face each other in any space. If they are enclosed, they may need to be considered as part of the unit and, as such, shall not intrude into the 6 metre space.
- (g) Private cars, jet skis and motor boats may be parked within the separation distance provided that they do not obstruct entrances to caravans or access around them and they are a minimum of 3 metres from an adjacent caravan. Where the 3m space separation cannot be achieved parking should not be permitted within the separation distance.
- (h) Suitably surfaced parking spaces shall be provided where necessary to meet the additional requirements of the occupants and their visitors.
- (i) Fences and hedges forming the boundary between caravans, are permitted provided they are no higher than 1m. The fence should be of a picket fence type. A higher fence is permitted if made from a non-combustible material.
- (j) A garage, shed or covered storage space shall only be permitted within the separation distance if it is of non-combustible construction (including non-combustible roof) and sufficient space is maintained around each unit so as not to prejudice means of escape in case of fire. Windows in structures within the separation distance should not face towards the units on either side.
- (k)
- (l) Carports or a covered walkway should in no circumstances be allowed within the 6m space.

7. No static caravan shall be brought on to the site unless it:-
  - (a) is of proprietary or similar type specifically designed and constructed for human habitation and all caravans brought onto the site shall comply with BS 6764 superseded by BSEN 1647 or BS 4626 superseded by BSEN 1645-1(as amended) with the exception of specifications relating to materials used in their construction or subsequent modifications thereof;
  - (b) is provided with adequate means of permanent ventilation
  - (c) complies with British Standard on flueing, BS 5440: Part 1 (as amended) with regards caravan gas multi-point water heaters where the said caravan has been sold or supplied by the site operator;
  - (d) has windows of sufficient area to give a satisfactory standard of natural lighting, and
8. No caravan or motor caravan shall be stationed on the site unless it is weatherproof, dry, clean and maintained internally and externally in a good state of repair.
9. No caravan or motor caravan stationed on the site shall be used for sleeping accommodation by a greater number of persons at any one time than the number which it can reasonably be regarded as having been designed to accommodate.
10. No instrument or apparatus for amplifying sound shall be used on the site unless approved by the District Council.
11. No musical instruments, radios, tape recorders, petrol engine generators or any noisy equipment shall be permitted between the hours of 11.00 pm and 7.00 am.
12. The site shall be maintained in a clean and tidy condition at all times.
13. Trees and bushes of suitable habit shall be planted as required by the Department of the Environment, Planning Division. Existing vegetation shall be trimmed back so as to minimise fire risks and all such vegetation shall be clearly indicated on the site plan. No further planting shall be carried out in circumstances where it is liable to give rise to a fire risk or impede the spacing around the caravan.
14. **WATER SUPPLY**
  - (a) All sites shall be provided with an adequate and wholesome water supply in accordance with any statutory quality standards.

- (b) Every caravan or motor caravan not provided with a piped water supply shall have an adequate piped supply which shall be available at standpipes within 45 metres of the caravan or motor caravan. Standpipes to be provided at the rate of one to every 75 caravans and motor caravans.

## 15. DRAINAGE, SANITATION AND WASHING FACILITIES

- (a) Satisfactory provision shall be made for foul drainage, either by connection to a public sewer or sewerage treatment works or by discharge to a properly constructed septic tank consented by the Department of the Environment.
- (b) Properly designed disposal points for the contents of chemical closets shall be provided, with adequate supplies of water, for cleaning the containers.
- (c) For caravans and motor caravans without their own water supply, water closets and shower/bath clean and properly maintained communal toilet blocks shall be provided, with adequate supplies of water on at least the scales in Table 2. Adequate supplies of toilet tissue shall be maintained at all WC's.

Gents	Ladies
1 urinal per 30 pitches	N/A
1 Toilet per 30 pitches	2 Toilet per 30 pitches
2 basins per 30 pitches	2 basins per 30 pitches
1 bath/shower per 25 pitches	1 bath/shower per 25 pitches

Table 2

- (d) Each wash basin shall be provided with adequate supplies of hot and cold water, soap and hand drying facilities.
- (e) Provision shall be made for the hygienic disposal of sanitary materials.
- (f) Where laundry facilities are not available at least one deep sink with adequate supplies of hot and cold water shall be provided.
- (g) Toilet blocks shall be sited conveniently so that all site occupants may have reasonable access to one by means of a road or footpath.
- (h) All toilet blocks shall be maintained in a clean and sanitary condition.
- (i) All toilet blocks shall be provided with a satisfactory form of artificial lighting during the hours of darkness.

## 16. DISABLED PERSONS

- (a) Site operators shall, at all times, have regard to the requirements of the Disability Discrimination Act and any regulations made thereunder.
- (b) Particular consideration shall be given to the needs of disabled people in the provision of access to common buildings and toilet/shower facilities. A free guide is available to assist titled 'Fire Safety Law - The Evacuation of Disabled People from Buildings.' which is available through the NIFRS website [www.nifrs.org](http://www.nifrs.org).

## 17. ROADS, GATEWAYS AND FOOTPATHS

- (a) Every site shall be organised in such a way that pedestrians and vehicles can circulate in a safe manner and to this end traffic routes and roadways shall be suitable for the persons or vehicles using them, sufficient in number, in suitable positions and of sufficient size.
- (b) The surface and gradients of roads and footpaths on the site shall take account of the requirements of disabled people.
- (c) Roads and footpaths shall be designed to provide adequate access for fire appliances. Roads of suitable material shall be provided so that no caravan or motor caravan standing is more than 50 metres from a road. Where the approach to the standing is across ground that may become difficult or dangerous to negotiate in wet weather, the standing shall be connected to a carriageway by a footpath with a hard surface. Roads shall not be less than 3.7 metres wide, or, if they form part of a clearly marked one-way traffic system, 3 meters wide. Gateways shall be a minimum of 3.1 metres wide and have a minimum height clearance of 3.7 metres. Footpaths shall not be less than 0.75 metres wide. Roads shall have no overhead cable less than 4.5 metres above the ground. Roads and footpaths shall be suitably lit taking into account the needs and characteristics of a particular site. Emergency vehicle routes within the site shall be kept clear of obstruction at all times.
- (d) The layout of roads, gateways and footpaths shall be in accordance with an approved plan, and any proposed material change to same shall be notified to the District Council.

Note: Detailed guidance on turning circles etc. is available from the Fire Authority for Northern Ireland.

## 18. HARD STANDINGS

Where possible, every caravan or motor caravan shall stand on a hard standing of suitable material, such as concrete which shall extend over the

whole area occupied by the caravan or motor caravan placed upon it and shall project a sufficient distance outwards from the entrance or entrances of the caravan or motor caravan to enable occupants to enter and leave safely.

## 19. FIRE SAFETY RISK ASSESSMENTS

Where the legislation applies, and before a site is occupied, a full fire safety risk assessment should be completed in accordance with Article 25 and 26 of The Fire and Rescue Services (Northern Ireland) Order 2006. This should form the foundation of all fire safety measures and should be carried out by a competent person with sufficient technical knowledge.

All other relevant premises, such as buildings and permanent structures within the site, should be subject to an individual fire safety risk assessment. These premises may fall under different uses, for example, offices and shops, places of assembly, or premises providing sleeping accommodation.

The NIFRS website [www.nifrs.org](http://www.nifrs.org) contains a range of helpful advice on fire safety and includes links to technical guides for each of the different types of premises.

## 20. FIRE FIGHTING

### (a) Fire Points

A fire point should be established so that no caravan or site building is more than 30m from a fire point.

Each fire point should:

- be clearly visible;
- be easily accessible;
- consist of a weather-proof structure;
- contain two 9 litre water fire extinguishers;
- be clearly marked 'FIRE POINT';
- include a fire notice; and
- include a means of raising the alarm.

A means of raising the alarm in the event of a fire should be provided at each fire point. This could be a battery or mains powered alarm or a manually operated sounder, such as metal triangle with a striker, gong or siren.

### (b) Water Supplies for Firefighting

A fire hydrant should be installed within 100m of any caravan standing and be capable of providing a flow rate of at least 1,500 litres per minute.

Fire hydrants should be clearly marked with a suitable 'H' in accordance with BS 3251 and conform to BS 750.

Where a fire hydrant is not provided, or where the flow rate is insufficient, an alternative water supply may be acceptable, such as lake, pond, river, canal or a holding tank, provided it is capable of providing at least 45,000 litres of water at all times of the year, and to which access, space and a hard standing is available for a fire appliance.

The site operator may decide, for additional protection, to install other measures such as water standpipes and hose reels at each fire point. Where these are provided, the water pressure and flow should be sufficient to project a jet of water approximately 5m. The hose reel should be a minimum length of 30m and conform to BS 5306.

Access to hydrants and other water supplies should not be obstructed or obscured.

#### (c) Fire Warning

On permanent residential and holiday caravan sites, the site operator should assess if an emergency telephone for calling the emergency services is required. This would only be required if mobile phone reception is poor.

If required, the telephone should be immediately accessible and a notice by the telephone should include the name, address and postcode of the site.

On touring caravan sites, site owners shall provide details of the nearest available telephone for contacting the emergency services on the fire notice.

#### (d) Fire Notices

A fire notice should be provided and maintained at each fire point to indicate the action to be taken in case of fire and if the mobile phone signal is poor the location of the nearest telephone.

Notices should comply with BS 5499-2 - Fire safety signs, notices and graphic symbols.

Suggested text is provided in Appendix 1.

#### (e) Maintenance

Fire alarms and fire fighting equipment should be installed, tested and maintained by a competent person on a regular basis.

All equipment susceptible to damage by frost should be suitably protected.

#### (f) Log Book

A fire precautions log book must be maintained to hold the fire risk assessments for the site and record the testing and maintenance of:

- the automatic fire alarm;
- any provision for emergency lighting;
- any first aid fire fighting equipment;
- any fire drills; and
- fixed electrical installations and portable appliances.

#### (g) Fire Hazards

Long grass and vegetation shall be cut at frequent and regular intervals where necessary to prevent it becoming a fire hazard to caravans and motor caravans, buildings or other installations on the site. Any such cuttings shall be removed from the vicinity of caravans and motor caravans.

The space beneath and between caravans and motor caravans shall not be used for the storage or combustible materials.

### 21. TELEPHONES

If mobile telephone network provision is not reliable an immediately accessible landline telephone or mobile telephone shall be available on the site for calling the emergency services. A notice by the telephone shall include the address of the site.

### 22. STORAGE OF LIQUEFIED PETROLEUM GAS (LPG)

LPG storage supplied from tanks or cylinders must comply and be maintained in accordance with industry standards.

A registered Gas Safe Engineer should be employed for any installation or maintenance.

Key principles include:

- Exposed gas bottles or cylinders should not be within the separation boundary of an adjoining unit.
- LPG cylinders should be located outside. Where this is impracticable, for example, where an internal housing is fitted, cylinders should be accessible from outside.
- Cylinders should be positioned on a level hard standing. To prevent toppling, cylinders should be chained to secure them in a stable position or alternatively stored in suitable housing.

- The housing must be fire resistant to at least 20 minutes and be on level hard standing.
- Ventilation of the housing at high and low level, directly to the outside, should be provided.
- A notice, or the symbol, for a gas container locker should be permanently fixed to the outside of the housing indicating the presence of gas cylinders.
- Pipe work should be in copper or steel tube with compatible fittings.
- Where flexible tubing is necessary, it should comply with the requirements of BS 3212 with integral threaded metallic ends and must be replaced every 5 years.
- In addition to the main control valve at the cylinder, every appliance and gas-burning fitting should be provided with a shut-off tap.
- Signage should be displayed beside the regulator to indicate how to turn off the gas supply at the cylinders in an emergency situation.

A portable self-contained LPG space-heating appliance may be permitted within a caravan providing:

- the appliance meets the requirements of BS 3879.
- the appliance is maintained in accordance with the manufacturer's instructions; and
- wherever practicable, gas cylinders are changed outside.

## 23. ELECTRICAL INSTALLATIONS

- (a) Sites shall be provided with an electricity supply sufficient in all respects to meet all reasonable demands of the caravans and motor caravans situated on them.
- (b) Any electrical installations, which are not NIE works and circuits shall be installed, tested and maintained in accordance with the provisions of the Institution of Electrical Engineers' (IEE) Regulations for Electrical installations for the time being in force.
- (c) A competent registered electrician should be employed to carry out any electrical work, in accordance with BS 7671:2008 - Requirements for electrical installations. (The IEE Wiring Regulations 17th Edition).
- (d) An effective programme of planned preventative maintenance for all fixed electrical installations (and any portable appliances where appropriate) in accordance with wiring regulations, should be implemented for the site and the results recorded within the log book.
- (e) The Licensee shall, within one month of such an inspection, obtain an inspection certificate in the form prescribed in the IEE Wiring Regulations which shall be retained by the site operator and displayed, supplemented or

replaced by subsequent certificates, with the site licence. A copy of the inspection certificate shall be available for inspection by the District Council.

- (f) The cost of the inspection and report shall be met by the site operator or licence holder.
- (g) If an inspection reveals that an installation no longer complies with the regulations extant at the time it was first installed, any deficiencies shall be rectified. Any major alterations and extensions to an installation and all parts of the existing installation affected by them shall comply with the latest version of the IEE Wiring Regulations.
- (h) If there are overhead electric lines on the site, suitable warning notices shall be displayed at the entrance to the site and on supports for the line. Where appropriate, particular attention shall be drawn to the danger of masts of yachts or dinghies contacting the line.

## **24. REFUSE DISPOSAL**

- (a) Provide an adequate number of suitable non-combustible refuse bins with close-fitting lids housed within a properly constructed bin store with a facility to enable it to be hosed down with clean water.
- (b) Arrangements shall be made for the regular removal of refuse from the caravan site by the District Council or other approved waste collector.

## **25. RECREATION SPACE**

Space equivalent to at least one-tenth of the total area shall be allocated for children's games and/or other recreational purposes immediately adjacent to the site provided it is not separated from the site by a public road and is either owned by or under the control of the site operator or is provided as readily accessible public recreational facilities.

## **26. NOTICES**

- (a) A suitable sign shall be prominently displayed at the site entrance indicating the name of the site, and the name and telephone number of the site operator or license holder.
- (b) A copy of the site licence with its conditions and the current electrical installation inspection certificate shall be displayed prominently on the site.
- (c) Notices and a plan shall be displayed on the site setting out the action to be taken in the event of an emergency. They shall show where the police, fire brigade, ambulance, and local doctors can be contacted, and the location of

first-aid provision and of the nearest public telephone. The notices shall also give the name and location/telephone number of the site licence holder or his/her accredited representative. At sites subject to flood risk, warning notices shall be displayed giving advice about the operation of the flood warning system.

(d) All notices shall be suitably protected from the weather and displayed where possible out of the direct rays of the sun, preferably in areas lit by artificial lighting.

**27.** Domestic pets shall not be allowed to roam at will and must be kept under control by means of a leash or other suitable means and shall not be allowed to trespass or cause annoyance in any way.

**28.** All equipment and facilities provided shall at all times be maintained in a proper state of repair and in satisfactory working order.

**29. INSPECTION**

Power of entry to inspect with regard to site licence conditions shall be as contained within the principal legislation.

## **Appendix 1 – Suggested Text for Fire Notice**

### **FIRE ACTION**

**On discovering a fire –**

**(a) Ensure the caravan or site building involved is evacuated.**

**(b) Raise the alarm.**

**(c) Call the Fire & Rescue Service on 999 providing:**

**Site Name:** \_\_\_\_\_

**Site Address:** \_\_\_\_\_

**Site Postcode:** \_\_\_\_\_

**(d) The nearest telephone is available at:** \_\_\_\_\_

**(e) If safe to do so, fight the fire using the equipment provided.**

**All occupiers of this site should be familiar with this notice.**

<b>Report to:</b>	Active and Healthy Communities Committee
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Licensing of Houses in Multiple Occupation – Transferring function to Council from Northern Ireland Housing Executive in April 2019.
<b>Reporting Officer (Including Job Title):</b>	James Campbell Head of Environmental Health- Residential
<b>Contact Officer (Including Job Title):</b>	James Campbell Head of Environmental Health- Residential

<table><tr><td>For decision</td><td>x</td><td>For noting only</td><td></td></tr></table>		For decision	x	For noting only	
For decision	x	For noting only			
1.0	<b>Purpose and Background</b>				
1.1	The purpose of this report is to consider the role of the Active and Healthy Communities Committee in the decision-making process relating to the licensing of HMOs and to consider proposed amendments to the Scheme of Delegation.				
2.0	<b>Key issues</b>				
2.1	<b>The Role of Committee in the Decision-Making Process</b> <p>The Houses in Multiple Occupation (HMO) Act NI 2016 is due to commence on 1st April 2019. This will transfer the responsibility for the Houses in Multiple Occupation ('HMO') registration scheme from Northern Ireland House Executive to local district councils.</p> <p>It also creates a new licensing system which requires landlords to demonstrate that they are a fit and proper person to be a HMO landlord.</p> <p>A building or part of a building is a HMO within the meaning of the 2016 Act if the living accommodation is:</p> <ul style="list-style-type: none"><li>• Occupied by three or more unrelated persons from three or more families, and</li><li>• Occupied by them as their only or main residence, and</li><li>• Either a house, premises or a group of premises owned by the same person with shared basic amenities.</li></ul> <p>The 2016 Act lists types of building that are not HMOs, and include, for example, those where the property is occupied only by the owners, buildings occupied by students that are managed and controlled by an educational establishment, where the occupants are members of, and fully maintained by, a religious order whose principal occupation is prayer, contemplation, religious education or the relief of suffering, and buildings owned by the crown and occupied by members of the armed forces.</p> <p>Given the licensing/regulatory nature of the 2016 Act it is recommended that this Committee assumes responsibility for making a recommendation to Council to determine those applications for a house in multiple occupation where adverse representations are received, where variation</p>				

of a licence is required, in the determination of a fit and proper person check, and in the revocation of licences, except where in the public interest the Director of Active and Healthy Communities or Assistant Director of Health and Wellbeing, in consultation with the Chief Executive and Council's Solicitor, considers that there are particular circumstances which make it necessary to suspend a licence immediately.

It may be necessary that Standing Orders need to be amended to set out those aspects of the 2016 Act for which the Active and Healthy Communities Committee will have delegated authority from Council to determine. The Committee should note the legislative requirement to process a licence application within a reasonable time. Councils should aim to determine applications before the end of the period of 3 months beginning with the date on which the Council received a valid application form. Although it is appreciated that in certain cases, e.g. where physical changes to the living accommodation are to be made, additional time period might be required. A court of summary jurisdiction may extend the period in the case of a particular application.

## **Outline of the Licensing Regime**

### **1. Licence Requirements**

Under the terms of the 2016 Act, a Council may only grant the licence if it is satisfied:

1. The occupation of the property as a HMO would not be a breach of planning control;
2. The owner, and any managing agent, are fit and proper persons;
3. The proposed management arrangements are satisfactory;
4. Granting the licence will not result in the over provision of HMOs in the locality;
5. The property is fit for human habitation and is suitable for occupation as a HMO.

A HMO licence may include such conditions as the council considers appropriate for the regulation of the management, use and occupation of the HMO and its condition and contents.

A licence can be granted for up to 5 years but no less than 6 months. Under the 2016 Act it is an offence to operate as an unlicensed HMO, to exceed the permitted occupancy or breach the Licence conditions. It is also an offence to claim a property is licensed when it is not and for failure to name a managing agent on the Licence. Councils will also have the power to serve a range of enforcement notices.

Notice of applications must be placed at the property and advertised in a newspaper circulating in the locality of the HMO. In determining an application for a HMO licence a council must give the applicant an opportunity of appearing before and of being heard by it and give any person who has made any such representation, an opportunity of appearing before and of being heard by the council.

Whilst it is proposed at this stage that the committee would hear any such representations with respect to applications, this arrangement would be subject to review.

### **2. Refusal, revocation or variation of a licence.**

The Council has powers under the Act to refuse an application, revoke or make a variation to a licence in a variety of circumstances.

- **Refusal of a licence**

Before it formally considers an HMO application, the Council has the power to refuse to consider it, if it considers that occupation of the accommodation as an HMO would be a breach of planning control.

In considering the application the Council has to satisfy itself that the applicant, and their agent, has signed a self-declaration confirming fit and proper person status to operate an HMO. If the Council is not so satisfied, they must refuse the application.

The Council must also satisfy itself that the property is suitable for use as an HMO or could be made so by including conditions in the licence. If the Council is not so satisfied, it must refuse the application.

The Fire and Rescue Service has independent responsibility for enforcing fire safety legislation in HMOs in Northern Ireland through the Fire and Rescue Services (NI) Order 2006. Article 48 of the Fire and Rescue Services Order 2006 restricts the extent to which licensing regimes can deal with fire safety. The Council has a duty during inspection to examine the condition of the living accommodation as well as the safety and security of the persons likely to occupy it. The Council should therefore take into account the level of fire safety in the HMO and the extent of its compliance with the Fire and Rescue Services (NI) Order 2006.

If a council is of the view that there is a serious fire safety issue which cannot be resolved that will be referred to the Fire and Rescue Service. Such an issue will also go towards assessing the fitness of the applicant to hold a licence.

The Council must have regard to any objections to the application.

- **Revocation of a licence**

A Council may revoke a licence at any time. There are several grounds that may lead to a revocation of a licence. These include that the licence holder or agent is no longer a suitable person, that the accommodation is no longer suitable for occupation as an HMO and cannot be made suitable, or that there has been a serious breach of the licence conditions.

The Act also specifies that it does not matter if the Council has taken any other action or criminal proceedings have been commenced, the licence can still be revoked.

- **Variation of a licence**

The Council can vary the terms of the licence at any time, either at their own discretion or if the licence-holder asks them to do so (for example to make a material change to the property). The licence holder must be given notice and an opportunity to be heard before a variation is imposed and can appeal a decision to vary or refuse to vary a licence.

### **3. Appeals process**

Any person on whom the council is required to serve notice of a decision has the right to appeal against the decision. The requirements to serve notice will vary depending on the nature of the decision. Generally, this includes the applicant, and anyone who has made a valid written representation. In some cases, occupants of the premises must also be served a notice. Any appeal must be made to the Magistrates Court within 28 days of receiving notice.

	<p><b>4. Proposed Amendments to the Scheme of Delegation</b></p> <p>To deal with most of HMO Licence applications in a timely fashion and with the aim of keeping administrative costs to a minimum it is therefore suggested that the following amendment is made to the Scheme of Delegation:</p> <p>The Director of Active and Healthy Communities and the Assistant Director of Health and Wellbeing are responsible for exercising all powers in relation to the issue of HMO Licences, <b>excluding</b> the provisions below:</p> <ul style="list-style-type: none"> <li>• Refusal of licence;</li> <li>• Applications for the grant, renewal, transfer or variation of licences where <b>objections</b> are received;</li> <li>• Applications where officers believe there may be an issue in relation to the <b>fitness of the applicant</b> to hold a licence;</li> <li>• Approving any <b>guidance documents</b>;</li> <li>• Setting of <b>licence fees</b>;</li> <li>• <b>Revocation of licences</b>, except where in the public interest the Director of Active Health and Communities and the Assistant Director of Health and Wellbeing, in consultation with the Chief Executive and the Council's Solicitor, considers that there are particular circumstances which make it necessary to suspend a licence immediately.</li> </ul> <p><b>5. Authorisation of staff to carry out function.</b></p> <p>Staff required to carry out the inspections of HMO's will be employed by Belfast City Council and carry out work within Newry, Mourne and Down District. These individuals need to be authorised by this Council under the Houses in Multiple Occupation Act (Northern Ireland) 2016 to carry out the functions. The list of staff names is found in appendix 1.</p>
<b>3.0</b>	<b>Recommendations</b>
3.1	<p>It is recommended that;</p> <ol style="list-style-type: none"> <li>Council approves that the Active and Healthy Communities Committee assumes responsibility for recommending to Council in the determination of all matters under the Houses in Multiple Occupation (HMO) Act NI 2016, except for those which are proposed to be delegated to the Director of Active and Healthy Communities and the Assistant Director of Health and Wellbeing.</li> <li>Council authorises the staff listed in appendix 1 to carry out the function.</li> </ol>
<b>4.0</b>	<b>Resource implications</b>
4.1	<p><b>Financial and Resource Implications</b></p> <p>There are no resource implications for Council</p> <p>The proposed licence fees have been calculated by Councils, the Regional Programme Board and agreed via SOLACE to ensure full cost recovery of this transferring service. This service is being delivered on a regional basis. Belfast City Council will be the employing authority for all technical and non-technical staff, Causeway Coast and Glens Borough Council</p>

	<p>will act as a host Council for those staff based in Coleraine. Newry Mourne and Down District Council will be primarily served by those Officers located in the Belfast Office.</p> <p><b>Workshop for Elected Members.</b></p> <p>It is proposed to hold a training workshop in early Summer 2019 for members with respect to the operation of the licensing system and roles and responsibilities. This training will be delivered by Belfast City Council's Legal Services.</p>
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	No equality impact assessment is required at this time.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	A rural Needs Impact Assessment is not required at this time.
<b>7.0</b>	<b>Appendices</b>
	<p>Appendix 1: List of Officers to be authorised.</p> <p><b><a href="http://www.legislation.gov.uk/nia/2016/22/contents">http://www.legislation.gov.uk/nia/2016/22/contents</a></b></p>
<b>8.0</b>	<b>Background Documents</b>
8.1	None

## Houses in Multiple Occupation Technical Officers to be authorised.

Mr Kevin Bloomfield	HMO Manager
Mr Pearse McLaughlin	HMO Senior Technical Officer
Mr James Connolly	HMO Technical Officer
Mr Patrick Doole	HMO Technical Officer
Mr James McEvoy	HMO Technical Officer
Paul Surgenor	HMO Technical Officer
Mr Sam McKnight	HMO Technical Officer
Mr Edward O'Neill	HMO Technical Officer

<b>Report to:</b>	Active and Healthy Communities Committee
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Transfer of Houses in Multiple Occupation (HMO): Service Level Agreements <ol style="list-style-type: none"> <li>1. Legal Services</li> <li>2. Provision of ICT Support</li> <li>3. The Roles and Responsibilities and Obligations of lead and cluster Councils</li> </ol>
<b>Reporting Officer (Including Job Title):</b>	James Campbell Head of Environmental Health- Residential
<b>Contact Officer (Including Job Title):</b>	James Campbell Head of Environmental Health- Residential

<div> <div>For decision</div> <div>x</div> <div>For noting only</div> </div>	
<b>1.0</b>	<b>Purpose and Background</b>
1.1	The Houses in Multiple Occupation (HMO) Act NI 2016 received Royal Assent on 12 <sup>th</sup> May 2016 and is due to be commenced on 1 <sup>st</sup> April 2019.
<b>2.0</b>	<b>Key issues</b>
2.1	<p>Service level agreements (SLA's) have been prepared with respect to:</p> <ol style="list-style-type: none"> <li>1. Legal Services specifically for HMO Licensing matters and to include training of elected members and the provision of legal advice and attendance where necessary at committee meetings</li> <li>2. The provision of ICT hardware, software and ICT support to ensure the effective delivery of the HMO service, and</li> <li>3. The Roles, Responsibilities and obligations of Regional Lead, Sub Regional Leads and cluster Councils in the delivery of the HMO Licensing scheme.</li> </ol> <p>A copy of these SLA's may be found at Appendix 1, 2 and 3 to this report. The SLA'S set out clearly roles and responsibilities for the different partners in delivering the HMO Act. Their signing permits the work to progress.</p>
<b>3.0</b>	<b>Recommendations</b>
3.1	It is recommended that committee approve the signing of the above Service Level Agreements and that the Chief Executive sign on Council's behalf.
<b>4.0</b>	<b>Resource implications</b>
4.1	It is anticipated that the new HMO licencing scheme transferring from NIHE will remain cost neutral to councils given the increase in fees.

<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	No equality impact assessment is required at this time.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	A rural Needs Impact Assessment is not required at this time.
<b>7.0</b>	<b>Appendices</b>
	Appendix 1: SLA for HMO Service via Cluster Lead Councils Appendix 2: Draft SLA between Belfast City Council and Cluster Areas 2 & 3 re the provision of ICT Support of Signatory Councils Appendix 3: Draft SLA between Belfast City Council and Cluster Areas 2 & 3 re The Roles, Responsibilities and Obligations of Signatory Councils
<b>8.0</b>	<b>Background Documents</b>
8.1	None

**BELFAST CITY COUNCIL**

**LEGAL SERVICES**

**SERVICE LEVEL AGREEMENT**

**FOR**

**District Councils Houses in Multiple Occupation (HMO) Service**

**Via the Cluster Lead Councils**

**([Belfast City Council](#), Causeway Coast and Glens Borough Council and Derry City and Strabane District Council)**

**From 1<sup>st</sup> April 2019 to 31<sup>st</sup> March 2021**

SERVICE LEVEL AGREEMENT SUMMARY

SUPPLIER	<del>TOWN</del> CITY SOLICITOR, BELFAST CITY COUNCIL
USER	DISTRICT COUNCILS HOUSES IN MULTIPLE OCCUPATION (HMO) SERVICE (Via the Lead Councils, <u>namely Belfast City Council (cluster 1), Causeway Coast and Glens Borough Council (cluster 2) &amp; Derry City and Strabane District Council (cluster 3)</u> )
AGREEMENT PERIOD	1 <sup>st</sup> April 2019 to 31 <sup>st</sup> March 2021
SERVICE(S)	LEGAL SERVICES

## PROVISION OF LEGAL SERVICES – SERVICE LEVEL AGREEMENT

### PARTIES TO THE AGREEMENT

The parties to the agreement are District Councils Houses in Multiple Occupation (HMO) Service, (hereinafter called the "Service User") and Belfast City Council, Legal Services Section, (hereinafter called the "Service Provider"). Belfast City Council is delivering the Service on a regional basis on behalf of the Service Users. (hereinafter called the "Lead Delivery Council")

### OBJECTIVES OF THE AGREEMENT

This Service Level Agreement sets out the range of legal services to be delivered by the Service Provider and the expected performance in delivery of such services and the charging of services to the Service User.

### DEFINITION OF SERVICES

The Service User requires the provision of a comprehensive and quality level service in respect of both contentious and non-contentious matters and together with general legal advice. Examples are given below, but are not intended to be exhaustive (all of which are hereinafter referred to as "the Legal Services").

- (i) Non-contentious Work
  - (a) General contract matters
  - (b) Procurement law
  - (c) General advice
- (ii) Contentious Work
  - (a) Prosecutions under the Houses in Multiple Occupation (HMO) Act NI 2016
  - (b) General contract litigation (including procurement)
  - (c) Contract arbitrations
  - (d) Debt proceedings
  - (e) Prosecutions
- (iii) Judicial Review(s) in the area of Houses in Multiple Occupation
- (iv) Employment Work

- (a) Religious Discrimination
- (b) Sex Discrimination
- (c) Unfair Dismissals
- (d) General Advice

#### DURATION OF AGREEMENT

- (i) This Service Level Agreement shall commence on 1<sup>st</sup> April 2019 and will continue until 31<sup>st</sup> March 2021.
- (ii) On or before that date the parties may agree to extend the agreement on an ongoing annual basis until such times as the Agreement is terminated in accordance with Clause 15.

#### SERVICE PROVISION REQUIREMENTS

The Service Provider shall provide such advice and guidance as is reasonably required by the Service User to assist in the effective delivery of the District Councils Houses in Multiple Occupation (HMO) Service and ensure that decisions are taken in lawful and proportionate manner.

##### (1) Instructions to the Service Provider

- (i) The decision to issue legal proceedings will lie with individual councils. It is the responsibility of the Service User to obtain the necessary authorisation for issuing such proceedings from those individual councils.
- (ii) Advice and guidance in relation to whether legal proceedings should be issued will be provided by the Service Provider upon request.
- (iii) Responsibility for the referral of casework to the Service Provider lies with the Service User. There shall be no restriction on which officers within the Service User who can provide instructions. The Service User will ensure that such instructions have been approved at the appropriate level and that all matters relevant to the instruction have been provided to the Service Provider.
- (iv) The Service Provider will be supplied with a list of principal personnel, and advised of any changes during the Agreement Period.
- (v) All prosecution files and/or new instructions should be sent with a cover letter addressed to the ~~Town-City~~ Solicitor or the relevant Divisional Solicitor. They should not be marked for the attention of an individual solicitor.

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## (2) Time Recording and Response Turnaround

(i) The Service Provider will record chargeable time spent on work done for the Service User, ~~and charge at the rate shown in Annex 1.~~

~~(ii) Time shall be recorded in units of 6 minutes. The Service Provider undertakes to keep an accurate record of time spent on behalf of the Service User.~~

~~(iii) For non-routine work the Service Provider will provide to the Service User an accurate and clear estimate of the costs in so far as is reasonable practical.~~

~~(iv)(ia)~~ The Service Provider undertakes to deal with urgent requests for advice within 2 hours during normal working hours. Urgent advice will normally only relate to cases of serious risk, where the accommodation is no longer suitable for occupation as an HMO and cannot be made suitable, or where there has been a serious breach of the licence conditions, or where there are particular circumstances which make it necessary to suspend a licence immediately. Before contacting the Service Provider for urgent advice, technical officers must in the first instance seek advice from their line manager, or the manager on call if their line manager is not available.

Urgent requests for advice or assistance should be made via the Service Provider's Business Support who will in turn allocate it to a Solicitor who is available to deal with the query. Contact should be made with one of the following people who will then allocate the call/email: Paul Bradley ([BradleyPaul@BelfastCity.gov.uk](mailto:BradleyPaul@BelfastCity.gov.uk) or 90320202 Ext. 6047), Catherine Finnegan ([FinneganC@BelfastCity.gov.uk](mailto:FinneganC@BelfastCity.gov.uk) or 90320202 Ext. 6058) or Anne McNamara ([McNamaraA@BelfastCity.gov.uk](mailto:McNamaraA@BelfastCity.gov.uk) or 90320202 Ext. 6058).

~~(iv)(iv)~~ Routine requests for advice will be responded to within 10 working days.

~~(iv)(v)~~ In the event that a Service Provider solicitor is unavailable during non-working hours, and a technical officer considers that there is an emergency, s/he may make revoke a licence, subject to having the necessary authorisation under the relevant Council's scheme of delegation.

However, consultation with a Service Provider solicitor is best practice.

~~(vii)(vi)~~ The Service Provider will provide direction in relation to prosecution files within 6 weeks of receipt. The Service Provider will confirm if any further information is required. Proceedings will be issued within 4 weeks of a complete file being received by the Service Provider. A file is complete when the solicitor with carriage of the file is satisfied that the statements are in order and the evidence is sufficient to proceed.

The summons shall be dated for hearing on the earliest possible date, subject to when the departmental day for each petty sessions district is sitting and the length of time required by the court to effect service of the summons.

## (3) Disbursements Committee Work

The Service Provider will provide advice in the preparation of Committee reports when requested.

Upon the request of the Service User, the Service Provider will arrange for a solicitor to attend at any Council or Committee meeting. Whilst any such request will be facilitated wherever possible.

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~~the Service User agrees to provide at least one week's notice of the required attendance of a Solicitor.~~

~~All external fees, disbursements, and travel expenses relating to the Legal Service shall be recharged by the Service Provider to the Service User.~~

**(4) Counsel**

~~The Service Provider may recommend the services of Counsel. Counsel will not be appointed without prior approval of the Service User. All fees for Counsel shall be passed to the Service User for payment.~~

**(5) Specialist Advice**

~~Where circumstances arise in which a specialist or agent is required, prior approval of the Service User shall be obtained before appointment. All fees for such specialists shall be passed to the Service User for payment.~~

**(6) Deliverables**

The Service User recognises that the Service Provider must be aware of all matters relevant to their instructions in order to provide the Legal Service. The Service User shall accordingly provide full instructions with copies of all relevant supporting documents to the Service Provider. The Service User will ensure that the Service Provider is made aware, as soon as possible, of any change in circumstances affecting their instructions.

**(7) Performance Expectations and Service User Feedback**

The Service Provider will:-

- (i) facilitate tri-annual focus meetings which will take place in June, October and February to provide summary feedback on all cases, and review response times and timescales for the conduct of cases.
- (ii) ensure that work is progressed in a timely manner.
- (iii) ensure that any undue delay (not meeting targets set) in the Service Provider's ability to progress work as agreed shall be communicated to the Service User and a plan to progress the work shall be formulated and agreed between the Service Provider and the Service User.
- (iv) Further meetings may be requested by either party at any time during the Agreement period.

~~(v) In order to make accurate budget forecasts, the Service User requires the Service Provider to provide monthly invoices and if appropriate, to allocate a reserve figure to all cases (where possible) and advise throughout the case as to fluctuations in this figure.~~

## **(8) Fluctuations**

Other than by agreement between the Service Provider and Service User, this Agreement may not be amended during the relevant period. ~~Exceptionally, if the percentage pay rise or inflation rate exceeds the estimate by more than two percentage points, revised rates may be levied by agreement.~~

## **(9) Disputes and Dispute Resolution**

Any disputes in respect of provision of the Legal Service that cannot be resolved at the commissioning point of contact shall be communicated to the Senior Project Board member (of the Service User) and the ~~City/Town~~ Solicitor for resolution.

## **(10) Client Care**

~~(i) In respect of non-routine matters the Service Provider will provide the Service User with details of the work to be undertaken, and the identity of the person who will conduct the work to be undertaken.~~

~~(ii) Complaints arising from conduct or work undertaken by the Service Provider should be addressed to the Divisional Solicitor. Complaints should be made in writing. A response will be given to the Service User usually within 7 days and no later than 28 days after the date of complaint. In the event that the Service User remains dissatisfied, the complaint will be referred to the ~~Town/City~~ Solicitor for resolution and appropriate action. The ~~Town/City~~ Solicitor will respond usually within 7 days and no later than 28 days after the date of the matter being referred to him.~~

~~(iii) The Service Provider will comply with the Solicitors (Client Communication) Practice Regulations 2008 subject to the exceptions contained therein; and the provisions of The Provision of Services Regulations 2009 in so far as those regulations apply in the context of the service to be provided.~~

## ~~**(11) Payment**~~

~~(i) The Service User will pay the Service Provider for the Legal Service on presentation of a valid invoice. The preferred method of payment will be by Bankers Automated Clearing System (BACS).~~

~~(ii) The Service Provider will also provide a monthly invoice for each region. One invoice will be issued which will list all of the files which are currently open. The invoice will provide the following information:~~

~~The Service Provider reference number~~

~~Costs~~

~~Number of hours~~

~~Hourly rate~~

~~The Service User reference number~~

## File Status

~~(iii) — The Service Provider may, in respect of ad hoc legal advice, (or in the case of long running transactions/cases) issue an interim invoice, having first consulted with the Service User.~~

~~(iv) — In respect of the payment of specialists, the Service Provider will submit to the Service User all invoices as they are received and not withhold these pending the completion of a case.~~

## (112) Transfer & Sub Contracting

The Service Provider is not permitted to transfer or sub-contract the provision of the Legal Service to another provider, save for instructing Counsel where it is considered necessary do so, agreed between parties, without the consent of the Service User.

## (123) Conflicts of Interest

The situation may arise in which the Service Provider is unable to act on behalf of the Service User due to a conflict of interest in their role as legal advisor to a council or government body. In such cases the Service User will instruct another legal advisor to deal with the matter.

## (135) Termination

This Agreement may be terminated by either party by giving 1 months' written notice to the other party.

## ~~(16) — Charges~~

~~Charges for the Legal Service are set out in Appendix 1 hereto.~~

## (174) Contact Points – Service Provider

(I) In relation to new instructions or any matter which is of an unusual or non-routine nature:

*John Walsh, Town-City Solicitor*

(II) In relation to routine or on-going work as follows:-

Enforcement, Planning and Regulatory advice: Nora Largey

*Property & Development Projects: Dominica Thornton*

*Contracts & Procurement: Colin Campbell*

*Employment: Dympna Murtagh*

~~Disagreements - Very Large~~

(18) **Contact Points – Service User**

- (i) **Causeway Coast and Glens Borough Council** (cluster area 2); Mid and East Antrim Borough Council; Antrim and Newtownabbey Borough Council; Lisburn and Castlereagh City Council; and Ards and North Down Borough Council

Name (Case Matters & invoices); ~~name (invoices)~~

- (i) **Derry City and Strabane District Council** (cluster area 3); Fermanagh and Omagh District Council; Mid Ulster District Council; Newry Mourne and Down District Council; and Armagh Banbridge and Craigavon Borough Council.

Name (Case Matters & invoices); ~~name (invoices)~~

**Signatories**

For and on behalf of the Service Provider:-

\_\_\_\_\_  
Signed this                      day of October 2018

~~TownCity~~ Solicitor

For and on behalf of [Causeway Coast and Glens Borough Council](#) the Service User:-

\_\_\_\_\_  
Signed this            day of October 2018

[For and on behalf of Derry City and Strabane District Council](#):-

\_\_\_\_\_  
Signed this            day of October 2018

## DRAFT SERVICE LEVEL AGREEMENT

Between **Belfast City Council**

and

**Causeway Coast and Glens Borough Council** (cluster area 2); Mid and East Antrim Borough Council; Antrim and Newtownabbey Borough Council; Lisburn and Castlereagh City Council; and Ards and North Down Borough Council

and

**Derry City and Strabane District Council** (cluster area 3); Fermanagh and Omagh District Council; Mid Ulster District Council; Newry Mourne and Down District Council; and Armagh Banbridge and Craigavon Borough Council.

Regarding

The provision of ICT support for the Signatory Councils to Implement, Administer and Fulfil the HMO Licencing Requirements Set Out in the 'Houses of Multiple Occupation Act 2016'

March 2019 to April 2020

Effective date: 31 March 2019

**Approval of the ICT Support Service Level Agreement**

This document identifies the roles of all parties relating to ICT Support to ensure effective working in partnership to satisfy the requirements of the Houses in Multiple Occupation Act 2016 and in delivering the new system of mandatory licensing.

**In signing below, I agree to the terms and conditions outlined in this Service Level Agreement**

**1. Signed .....**

**Chief Executive of Belfast City Council**

**Date .....**

**2. Signed .....**

**Chief Executive of Causeway Coast and Glens Borough Council**

**Date .....**

**3. Signed .....**

**Chief Executive of Derry City and Strabane District Council**

**Date .....**

**4. Signed .....**

**Chief Executive of ..... Council**

**Date .....**

**Signed .....**

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## 1.0 Forward

### Houses in Multiple Occupation Act 2016

In 2012, the Department for Communities (DfC) undertook a review of Houses of Multiple Occupation (HMO) regulation, which identified a number of weaknesses associated with the regulation and registration of HMOs.

Based on the findings emanating from this review, in September 2014 the Northern Ireland Executive gave its approval to the drafting of a new 'Houses in Multiple Occupation (HMO) Bill', which received Royal Assent on 12th May 2016 and is now known as the 'Houses in Multiple Occupation Act 2016'.

The purpose of this new regulatory approach is to better protect tenants living in HMOs by introducing a new system of mandatory licensing (to replace the previous registration scheme) and new provisions about standards of housing. The HMO Act also aims to streamline the definition of a HMO and to clarify the law in relation to a number of issues such as overcrowding.

It is anticipated that, if effectively implemented and sufficiently resourced, a new HMO regulatory framework for HMOs in Northern Ireland has the potential to have a positive impact on the lives of those living in HMOs, the owners of HMOs, and the residents of the communities in which HMOs are located.

An economic appraisal commissioned by the Department for Communities considered a number of delivery options for the new service. The appraisal included financial and option modelling.

This appraisal recognised that whilst an 11 council model was the most desirable it would mean that full cost recovery for councils would prove difficult and would create a potential rate base burden on councils as the service would have to be provided within existing resources. It was considered that the only way to negate these risks and provide a cost neutral and fit for purpose service was to cluster councils and provide the new regime via a shared service.

The appraisal also recognised that to properly satisfy the requirements of the new legislation, a new ICT system would be required to support the transferring HMO Licensing. The current IT solution does not provide a public interface, provides limited ability to make online payments and applications, and does not facilitate mobile working for technical officers undertaking site visits and inspections.

The proposed model for service delivery is to cluster councils on a geographical basis, the cluster leads being those areas with the largest number of HMOs, Belfast, Causeway Coast and Glens, and Derry City and Strabane. It also reflects the location of existing staff.

Under the current proposed cluster arrangement in the economic appraisal, Belfast City Council is described as stand alone. It is accepted by the Regional Board that the Cluster leads will need to provide support to each other in order to ensure the effectiveness and provision of a fit-for-purpose service. This will require providing support across each other's respective cluster areas.

## 2.0 Agreement Overview

This Service Level Agreement (SLA) clarifies the roles and responsibilities of all parties regarding ICT support required to administer the new licencing functions under the requirements of the HMO Act.

The SLA is an essential element between the agreed lead delivery council (Belfast City Council) and the sub-regional lead Councils that are part of the proposed delivery model (Causeway Coast and Glens Borough Council and Derry City and Strabane District Council). Key aspects of the SLA include, *inter alia* the following:

- Provisions to assist the lead delivery Council and cluster lead Councils to implement and administer the mandatory licensing scheme.
- Definition of the roles, responsibilities and obligations of those Councils included and bound by the SLA.
- Provision to jointly review performance under the SLA on a regular basis with the SLA partners ensuring that necessary action agreed is taken to maintain a high level of ICT support.
- Details relating to the funding, financial and other resource arrangements.

### 3.0 Designations

For the purpose of this document the designations include:

Service provider	Belfast City Council
Sub-regional / cluster lead Councils	Belfast City Council
	Causeway Coast and Glens Borough Council
	Derry City and Strabane District Council
Service user	All Councils in Northern Ireland
Document owners	Belfast City Council
	Causeway Coast and Glens Borough Council
	Derry City and Strabane District Council
Signatories	Chief Executives, or their nominee
Primary Stakeholders	Elected Council Members
	All 11 Councils in Northern Ireland
	Department for the Communities
Other stakeholders	Owners/managing agents of HMOs
	Tenants of HMOs
	Residents of communities in which HMOs are located

### 4.0 Shared objectives

The shared objectives of this agreement are:

To establish provision under which a regional framework assists the Councils to work collaboratively to provide an ICT support system for the HMO Licensing Service, and to meet all its enforcement obligations and other responsibilities under the Houses in Multiple Occupation Act (NI) 2016;

To define the roles, responsibilities and obligations of the service providers and stakeholders within Northern Ireland.

The agreement shall commence on the 1<sup>st</sup> April 2019, and shall continue in force indefinitely unless superseded by another SLA or equivalent, or unless terminated in circumstances detailed below (see section 13).

## 5.0 Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent ICT Support for the HMO Licencing service, support and delivery between the signatories and to clarify what services BCC shall provide.

The **goal** of this Agreement is to obtain mutual agreement on ICT Support for HMO Licensing service provision between the cluster leads and the signatories.

The **objectives** of this Agreement are to:

- fulfil the ICT licensing requirements set out by HMO (NI) Act 2016;
- clearly define ownership, accountability, roles and/or responsibilities;
- present a clear, concise and measurable description of service provision to the Customer;
- satisfy the requirements of the MoU established and agreed between the Councils and DfC.

## 6.0 Confidentiality

All information received by Councils or gathered by Councils in the course of the administration and enforcement of the HMO (NI) Act 2016 shall be held in accordance with the individual Councils (ie via Records / Information Policies).

Each cluster lead will treat as strictly confidential all information acquired by it from, or about the other councils, and external suppliers. No party will disclose such information to any other party, directly or indirectly, except where disclosure is required by law or is with the relevant parties' prior written consent. Such sharing of information is the subject of a data sharing agreement between the councils.

The DfC will monitor the HMO licensing activities of councils and maintain mandatory oversight of the scheme. Via the establishment of a Memorandum of Understanding with DfC, a monitoring programme identifying distinct functions subject to reporting mechanisms will be created in consultation with the councils for each financial year.

## 7.0 Variations or Amendments

There may be circumstances during the year which prevent the full discharge of the SLA through no fault of any party. Circumstances in which variations may occur during the period of the SLA may include:

- Non-provision of responsibilities by the service provider or signatory;
- significant changes in the anticipated workload;
- new regulations or change in policy;
- performance of hardware / software.

Any proposed variations or amendments to the content of this Agreement shall be made in writing between the parties. Said amendments are not to be unreasonably rejected. All parties will discuss the need for any variation to the SLA at the earliest opportunity and will make any variation by mutual agreement. Where significant variances are highlighted, a rationale will be provided.

## **8.0 Periodic Review**

This Agreement is valid from the effective date outlined herein until further notice. This Agreement should be reviewed at a minimum once per fiscal year. The review process will be initiated and facilitated by Belfast City Council 3 months prior to the end of the fiscal year.

The cluster leads, signatories or lead stakeholders may propose at any time during the period to revise the agreement, and agree any reasonable alteration or addition to or omission from the Agreement. In the event of such a revision being proposed, the cluster leads shall assess what resources, if any, will be involved, prior to mutually agreeing to the revision, and shall agree these costs with other stakeholders prior to any implementation of the revision. In circumstances where such revisions cannot be agreed by the cluster leads, the process will be managed under the terms of section 14.0 resolution of disputes.

However, in lieu of a review during any period specified, the current Agreement will remain in effect. The last review meeting of cluster leads during each fiscal period (quarterly for the first two years after commencement, and half yearly thereafter), will provide a forum to review the SLA. The document owners will inform the signatories, and the Department for Communities (DfC), of all subsequent revisions.

Amendments and revisions will be recorded in Section 15.0 of the SLA. During those years where no amendments or revisions have been requested or made to the SLA, a note to this effect will be made following the final review meeting of the service providers in Section 15.0 (see below).

## **9.0 Performance review and reporting**

The Lead Delivery Council shall review performance under the Agreement on a quarterly basis, progress reports will be provided by the Lead Delivery Council to the cluster leads and the DfC to inform the process. KPI's and other performance indicators identified in the MoU between the DfC and Councils will form the basis of the performance review data. A summary report for the 12 month period will be provided as an addendum to the fourth quarter report.

Senior ICT officers from each cluster lead will meet quarterly for the first two years, after the commencement date of the new scheme in April 2019. After two years, and via mutual agreement, the group will meet twice per fiscal year. As above, the last performance review meeting of the fiscal year will provide a forum for reviewing the SLA. Notwithstanding any amendments or revisions made during the year to the SLA, a note will be made in Section 15.0 of the year-end review of the SLA.

## **10.0 Force Majeure**

Neither party to this Agreement shall be liable to the other or shall be held to be in breach of this agreement to the extent that it is prevented, hindered or delayed in the performance or observation of its obligations hereunder due to any cause beyond its control, (including industrial action, strike, walk out, riot, civil disobedience, inclement weather, inability to obtain supplies, accident or any other contingency whatsoever beyond its reasonable control).

## 11.0 Governing Law

It is hereby agreed that this Agreement shall be governed by Northern Ireland law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

## 12.0 Definition of services

The Service User requires the provision of a comprehensive and quality ICT support service in respect of general support, liaison with supplier, software upgrades, training and contract management. Examples are given below, but are not intended to be exhaustive (all of which are hereinafter referred to as "the ICT Support").

Service Provider's Digital Services to provide:

- First line support;
- Liaison with the supplier to ensure that the IT solution is implemented as per requirements set out in the original specification;
- Support and maintenance for all hardware and peripherals; Causeway Coast and Glens will install and support all IT equipment provided by BCC for the three technical officers based in Ballymoney.
- Project management of the configuration to ensure that the system meets NI Legislation;
- Liaison with the supplier to ensure that solution continues to be delivered in line with the agreed specification of requirements;
- Liaison with 3<sup>rd</sup> party suppliers regarding the issue and risks to the IT software implementation;
- Coordinated end-user testing and rollout of all software upgrades;
- Coordinated initial training and provision of training documentation;
- Scheduled supplementary training as required;
- Responsibilities for the contract management of software licences;
- Management of the supplier relationship with suppliers;
- Liaison to ensure the ICT contract is in place and renewed, and
- Migration of the current NIHE Civica database onto a separate instance of the database:
  - Which will need to be maintained for five years for the duration of the historical registrations
  - Maintenance of software upgrades and server infrastructure
  - Maintenance of the database and all GDPR and security issues.

### 12.1 Service provision requirements

#### 1) Support requests to the Service Provider

Responsibility for support requests to the Service Provider lies with the Service User. There shall be no restriction on which officers within the Service Provider can provide support. The Service User will ensure that such requests have been approved at the appropriate level and that all matters relevant to the request are provided to the Service Provider.

The Service Provider will be supplied with a list of principal personnel, and advised of any changes during the Agreement Period.

## 12.2 Service Times

BCC Digital Services Service Desk is the single point of contact for logging incidents and users should contact the Service Desk in the first instance for queries or issues with the service. The Service Desk is available at the following times:

Mon – Fri: 9am – 5pm

Weekend: Closed

Bank Holidays: Closed

The Service Desk is accessible via:

Telephone 9027 0707 or ext. 4444

Email: servicedesk@belfastcity.gov.uk

Voice mail is available out of hours.

BCC's responsibility:

Log your call and give you a log number

Log your call in the call-management system and give you a unique reference number

Respond to your call within the agreed service levels set out below

Provide you with regular updates

Service user's responsibility:

Contact the service desk to report a problem

Tell the service desk of any changes to your existing service

## 12.3 Service level

Respond to calls for routine support within four working hours of the call being logged at the service desk. Ability to respond to your request may depend on:

Whether BCC needs help from other organisations (for example, support to maintain hardware, software or networking) and the availability of the necessary resources.

The Service Provider undertakes to deal with urgent requests for advice within 2 hours during normal working hours. Urgent advice will normally only relate to cases of significant system malfunctions.

Any undue delay (not meeting targets set) in the Service Provider's ability to progress work as agreed shall be communicated to the Service User and a plan to progress the work shall be formulated and agreed between the Service Provider and the Service User.

Before contacting the Service Provider for urgent advice, the officers of the service user must in the first instance seek advice from their line manager, or the manager on call if their line manager is not available.

Urgent requests for advice or assistance should be made via the Service Provider's Digital Services Help Desk (contact details as above). The request will in turn be allocated to an officer who is available to deal with the query.

Routine requests for advice will be responded to within 10 working days.

The Service Provider will provide all first line ICT support to Service Users. Service Users should not directly contact suppliers. All relevant suppliers have been instructed that only requests for ICT support, in relation to the HMO Licensing IT solution, from the Service Provider should be acknowledged and facilitated.

Support services will be provided to:

Council Officers  
Sub-contractors

Contact Points – Service Provider

**Causeway Coast and Glens Borough Council** (cluster area 2); Mid and East Antrim Borough Council; Antrim and Newtownabbey Borough Council; Lisburn and Castlereagh City Council; and Ards and North Down Borough Council

**Derry City and Strabane District Council** (cluster area 3); Fermanagh and Omagh District Council; Mid Ulster District Council; Newry Mourne and Down District Council; and Armagh Banbridge and Craigavon Borough Council.

## 12.4 Financial arrangements

Each service user will be responsible for their own budget planning and setting, to provide for the management of relevant operations and their responsibilities of the HMO function within their council area for ICT outside of the remit of the SLA.

The cost of delivering this SLA to service users will be recovered from the fee income from the new HMO Licensing Scheme.

## 13.0 Termination

This SLA may be terminated by any of the signatories where any of the other signatories is in breach of any of its obligations under this Agreement, and in the case of a breach capable of rectification, where the defaulting signatory fails to remedy the breach within 28 days of having been given notice of same by one of the other signatories.

Further, the SLA may continue in full force and effect from the commencement date until the earlier of the following dates:

All the Councils agree in writing to its termination, or

There is only one remaining Council who has not withdrawn from the SLA.

The SLA may be terminated by any of the signatories by giving at least 6 months written Notice to the other signatories.

Termination of the SLA shall not, in any way, remove any responsibility of any of the signatories for enforcement of the HMO Act 2016.

#### **14.0 Resolution of disputes**

All Councils will use their best endeavours to work together to achieve the aims and objectives of the SLA and avoid disputes.

Any day to day matters which give cause for concern or dispute, which have the potential to impact on the fulfilment of requirements within the Agreement, and which cannot be resolved by the officers directly involved, will be referred to line management.

If a situation arises which line managers are unable to resolve, it will be referred to the relevant Head of Service or Director.

Disputes that cannot be resolved, or have the potential to impact across cluster boundaries, or have the potential to impact on the functioning of the SLA, will be referred to the Regional Board for consideration and resolution.

15 Amendments and revisions to the service level agreement table (example)

Document Owner: Chief Executive of the 3 lead Councils or their nominee		
Revision/review reference:	Revision/review date:	Author:

## DRAFT SERVICE LEVEL AGREEMENT

Between **Belfast City Council**

and

**Causeway Coast and Glens Borough Council** (cluster area 2); Mid and East Antrim Borough Council; Antrim and Newtownabbey Borough Council; Lisburn and Castlereagh City Council; and Ards and North Down Borough Council

and

**Derry City and Strabane District Council** (cluster area 3); Fermanagh and Omagh District Council; Mid Ulster District Council; Newry Mourne and Down District Council; and Armagh Banbridge and Craigavon Borough Council.

Regarding

The Roles, Responsibilities and Obligations of the Signatory Councils to Implement, Administer and Fulfil the HMO Licencing Requirements Set Out in the 'Houses of Multiple Occupation Act 2016'

March 2019 to April 2020

Effective date: 31 March 2019

**Approval of the Service Level Agreement**

This document identifies the roles of all parties to ensure effective working in partnership to satisfy the requirements of the Houses in Multiple Occupation Act 2016 and in delivering the new system of mandatory licensing.

**In signing below, I agree to the terms and conditions outlined in this Service Level Agreement**

**1. Signed .....**

**Chief Executive of Belfast City Council**

**Date .....**

**2. Signed .....**

**Chief Executive of Causeway Coast and Glens Borough Council**

**Date .....**

**3. Signed .....**

**Chief Executive of Derry City and Strabane District Council**

**Date .....**

**4. Signed .....**

**Chief Executive of ..... Council**

**Date .....**

**Signed .....**

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## 1.0 Forward

### Houses in Multiple Occupation Act 2016

In 2012, the Department for Communities (DfC) undertook a review of Houses of Multiple Occupation (HMO) regulation, which identified a number of weaknesses associated with the regulation and registration of HMOs.

Based on the findings emanating from this review, in September 2014 the Northern Ireland Executive gave its approval to the drafting of a new 'Houses in Multiple Occupation (HMO) Bill', which received Royal Assent on 12th May 2016 and is now known as the 'Houses in Multiple Occupation Act 2016'.

The purpose of this new regulatory approach is to better protect tenants living in HMOs by introducing a new system of mandatory licensing (to replace the previous registration scheme) and new provisions about standards of housing. The HMO Act also aims to streamline the definition of a HMO and to clarify the law in relation to a number of issues such as overcrowding.

It is anticipated that, if effectively implemented and sufficiently resourced, a new HMO regulatory framework for HMOs in Northern Ireland has the potential to have a positive impact on the lives of those living in HMOs, the owners of HMOs, and the residents of the communities in which HMOs are located.

An economic appraisal commissioned by the Department for Communities considered a number of delivery options for the new service. The appraisal included financial and option modelling.

This appraisal recognised that whilst an 11 council model was the most desirable it would mean that full cost recovery for councils would prove difficult and would create a potential rate base burden on councils as the service would have to be provided within existing resources. It was considered that the only way to negate these risks and provide a cost neutral and fit for purpose service was to cluster councils and provide the new regime via a shared service.

The proposed model for service delivery is to cluster councils on a geographical basis, the cluster leads being those areas with the largest number of HMOs, Belfast, Causeway Coast and Glens, and Derry City and Strabane. It also reflects the location of existing staff.

Under the current proposed cluster arrangement in the economic appraisal, Belfast City Council is described as stand alone. It is accepted by the Regional Board that the Cluster leads will need to provide support to each other in order to ensure the effectiveness and provision of a fit-for-purpose service. This will require providing support across each other's respective cluster areas.

## 2.0 Agreement Overview

This Service Level Agreement (SLA) clarifies the roles and responsibilities of all parties in satisfying the requirements of the HMO Act.

The SLA is an essential element between the agreed lead delivery council (Belfast City Council) and the sub-regional lead Councils that are part of the proposed delivery model (Causeway Coast and Glens Borough Council and Derry City and Strabane District Council). Key aspects of the SLA include, *inter alia* the following:

- Provisions to assist the lead delivery Council and cluster lead Councils to implement and administer the mandatory licensing scheme.
- Definition of the roles, responsibilities and obligations of those Councils included and bound by the SLA.

- Provision to jointly review performance under the SLA on a regular basis with the SLA partners ensuring that necessary action agreed is taken to maintain a high level of service delivery.
- Details relating to the funding, financial and other resource arrangements.
- Separate SLAs will cover the provision of Legal Services and ICT.

### 3.0 Designations

For the purpose of this document the designations include:

Lead delivery Council	Belfast City Council
Sub-regional / cluster lead Councils	Belfast City Council
	Causeway Coast and Glens Borough Council
	Derry City and Strabane District Council
Document owners	Belfast City Council
	Causeway Coast and Glens Borough Council
	Derry City and Strabane District Council
Signatories	Chief Executives, or their nominee
Primary Stakeholders	Elected Council Members
	All 11 Councils in Northern Ireland
	Department for the Communities
Other stakeholders	Owners/managing agents of HMOs
	Tenants of HMOs
	Residents of communities in which HMOs are located

### 4.0 Shared objectives

The shared objectives of this agreement are:

To establish provision under which a regional framework assists the Councils to work collaboratively to provide a HMO Licensing Service, and to meet all its enforcement obligations and other responsibilities under the Houses in Multiple Occupation Act (NI) 2016;

To define the roles, responsibilities and obligations of the service providers and stakeholders within Northern Ireland.

The agreement shall commence on the 1<sup>st</sup> April 2019, and shall continue in force indefinitely unless superseded by another SLA or equivalent, or unless terminated in circumstances detailed below (see section 12.15).

### 5.0 Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide a consistent HMO Licencing service, support and delivery between the signatories and the service providers and to promote positive working in partnership.

The **goal** of this Agreement is to obtain mutual agreement on HMO Licensing service provision between the cluster leads and the signatories.

The **objectives** of this Agreement are to:

- fulfil the HMO licensing requirements set out by HMO (NI) Act 2016;
- clearly define ownership, accountability, roles and/or responsibilities;
- present a clear, concise and measurable description of service provision to the Customer;
- monitor, license and raise levels of compliance for properties affected by the HMO Act;
- satisfy the requirements of the MoU established and agreed between the Councils and DfC.

## 6.0 Confidentiality

All information received by Councils or gathered by Councils in the course of the administration and enforcement of the HMO (NI) Act 2016 shall be held in accordance with the individual Councils (Records / information Policy).

Each cluster lead will treat as strictly confidential all information acquired by it from, or about the other councils, and external suppliers. No party will disclose such information to any other party, directly or indirectly, except where disclosure is required by law or is with the relevant parties' prior written consent. Such sharing of information is the subject of a data sharing agreement between the councils.

The DfC will monitor the HMO licensing activities of councils and maintain mandatory oversight of the scheme. Via the establishment of a Memorandum of Understanding with DfC, a monitoring programme identifying distinct functions subject to reporting mechanisms will be created in consultation with the councils for each financial year.

## 7.0 Variations or Amendments

There may be circumstances during the year which prevent the full discharge of the SLA through no fault of any party. Circumstances in which variations may occur during the period of the SLA may include:

- Non-provision of responsibilities by the service provider or signatory;
- significant changes in the anticipated workload;
- new regulations or change in policy;
- performance of hardware / software.

Any proposed variations or amendments to the content of this Agreement shall be made in writing between the parties. Said amendments are not to be unreasonably rejected. All parties will discuss the need for any variation to the SLA at the earliest opportunity and will make any variation by mutual agreement. Where significant variances are highlighted, a rationale will be provided.

## 8.0 Periodic Review

This Agreement is valid from the effective date outlined herein until further notice. This Agreement should be reviewed at a minimum once per fiscal year. The review process will be initiated and facilitated by Belfast City Council 3 months prior to the end of the fiscal year.

The cluster leads, signatories or lead stakeholders may propose at any time during the period to revise the agreement, and agree any reasonable alteration or addition to or omission from the Agreement. In the event of such a revision being proposed, the cluster leads shall assess what resources, if any, will be involved, prior to mutually agreeing to the revision, and shall agree these costs with other stakeholders prior to any implementation of the revision. In circumstances where such revisions cannot be agreed by the cluster leads, the process will be managed under the terms of section 12.16 resolution of disputes.

However, in lieu of a review during any period specified, the current Agreement will remain in effect. The last review meeting of cluster leads during each fiscal period (quarterly for the first two years after commencement, and half yearly thereafter), will provide a forum to review the SLA. The document owners will inform the signatories, and the Department for Communities (DfC), of all subsequent revisions.

Amendments and revisions will be recorded in Section 13.0 of the SLA. During those years where no amendments or revisions have been requested or made to the SLA, a note to this effect will be made following the final review meeting of the service providers in Section 13.0 (see below).

## 9.0 Performance review and reporting

The Lead Delivery Council shall review performance under the Agreement on a quarterly basis, progress reports will be provided by the Lead Delivery Council to the cluster leads and the DfC to inform the process. KPI's and other performance indicators identified in the MoU between the DfC and Councils will form the basis of the performance review data. A summary report for the 12 month period will be provided as an addendum to the fourth quarter report.

The cluster leads will meet quarterly for the first two years, after the commencement date of the new scheme in April 2019. After two years, and via mutual agreement, the group will meet twice per fiscal year. As above, the last performance review meeting of the fiscal year will provide a forum for reviewing the SLA. Notwithstanding any amendments or revisions made during the year to the SLA, and already noted in Section 6.0, a note will be made in Section 11.0 of the year-end review of the SLA.

## 10.0 Force Majeure

Neither party to this Agreement shall be liable to the other or shall be held to be in breach of this agreement to the extent that it is prevented, hindered or delayed in the performance or observation of its obligations hereunder due to any cause beyond its control, (including industrial action, strike, walk out, riot, civil disobedience, inclement weather, inability to obtain supplies, accident or any other contingency whatsoever beyond its reasonable control).

## 11.0 Governing Law

It is hereby agreed that this Agreement shall be governed by Northern Ireland law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

## **12.0 Implementation and operation of the licensing scheme under the HMO Act 2016.**

### **12.1 Financial arrangements**

Each cluster lead will be responsible for their own budget planning and setting, to provide for the management of relevant operations of the HMO function within their cluster.

Belfast City Council, as it will administer the scheme throughout Northern Ireland in its role as the Lead delivery Council, and as it will be the employing authority for all transferring staff from NIHE, will receive income from the new scheme, which will include fees received from HMO's licenced throughout Northern Ireland, both new HMOs and renewals, and income from fixed penalty notices.

The cluster leads and the DfC will thus ensure that the income is distributed so as to ensure the service will be cost neutral.

Expenditure will include all normal and reasonable costs associated with implementing and running a licensing scheme of this nature, and will include staff costs, direct, indirect and overhead costs.

A fee structure will be established and regulated prior to the commencement of the Act on 1<sup>st</sup> April 2019.

### **12.2 Deferred income from the current HMO Registration Scheme**

The HMO Regional Board will determine the amount of deferred income that will transfer to the lead delivery council on the 1<sup>st</sup> April 2019, and in subsequent years.

### **12.3 Resource**

At the initiation of the new scheme, it will be the responsibility of the Lead delivery Council to ensure that adequate staff resources are in place, available and appropriate for the anticipated technical operations within the cluster areas, and to provide for the anticipated administrative function.

Each cluster lead will ensure that appropriate resources are available to meet the anticipated needs of their responsibilities for service delivery and management within that cluster, outside of the administrative and technical functions being delivered by Belfast City Council.

The lead delivery council will ensure there is an ability for staff resources to be allocated between clusters, particularly in instances (considered above at 8.0 Variations) such as significant changes to the anticipated workload, and during the initial phase of implementation during the 2019/20 year.

Individual councils will ensure there is an ability to provide 'hot desk' accommodation for technical officers undertaking work in their council areas, where access to such office/desk accommodation might be required. Local councils will nominate a point of contact for technical officers.

### **12.4 Charges and Liabilities**

The Councils shall bear their own costs and expenses incurred in complying with their obligations, listed in the Appendix 1. Councils are encouraged to keep a record of such costs in order to inform a review that will take place 2-3 years into the new regime.

The Councils will remain liable for any losses or liabilities due to their own or their employee's actions and neither Council intends that the other Council shall be liable for any loss it suffers as a result of this SLA.

The partners will attempt to promote consistency in enforcement. However, this SLA does not restrict the powers of authorised offices of the Councils from discharging their duties under the Private Tenancies Order and the CNEA 2011.

Whilst it is understood this will occur only in exceptional circumstances, in instances where parties to this agreement undertake work that is not normally their responsibility as per Appendix 1, ie occasions where the work requested to be undertaken has been specifically requested by the Lead Delivery Council or a Cluster Lead council, in order to provide support to the Lead Delivery Council or a Cluster Lead council in the delivery of its responsibilities in managing the scheme, provision is made for the council to make claim to the Lead Delivery Council or a Cluster Lead council, in arrears, for the costs of the activity provided. The relevant parties will need to agree the work in advance, agree or estimate the likely cost and be satisfied that funds are released appropriately and only to cover costs incurred. To achieve this evidence of the activity will be required. Such claims will be made quarterly, using a template claim form. The template claim form will detail time allocations to each of the activities that it is anticipated may be undertaken by the Councils. The Lead delivery Council will undertake periodic audits of the claims being made.

#### 12.5 Line management

Line management of the staff resources will be undertaken by the Lead delivery Council via the post holders terms and conditions with the service provider ie Belfast City Council. Where staff undertake work in a cluster other than their own, e.g. Belfast City Council staff working in other cluster areas, while they may be required to report in to an assigned officer within the cluster they are allocated to, formal line management of the person will remain the responsibility of the Lead delivery Council.

#### 12.6 Monitoring and Reporting

The cluster councils are responsible for the monitoring of the delivery of the scheme on an ongoing basis, across the cluster areas. Monitoring information will be collated by the service provider, and will form the basis of data to be presented at the regular performance review meetings, as per 9.0 Performance Review and Reporting. Such data collection and monitoring, and performance indicators, will be agreed prior to the commencement of the scheme, by the Regional Programme Board.

Where data from the other cluster leads is required by the service provider for reporting and monitoring purposes, it will be provided by the lead clusters on request of the Lead delivery Council. This will be managed under a data sharing agreement to be agreed between the councils.

#### 12.7 Training

The Lead delivery Council/employing authority will be responsible for the training needs of transferring staff. Cluster leads and local councils will supply any additional training for their staff as identified and required.

#### 12.8 ICT support

A SLA regarding ICT functions and support is the subject to a separate and specific agreement between the councils and Belfast City Council, as the lead provider of ICT.

#### 12.9 Enforcement decisions

In the case of fixed penalty notices, the issuing of notices and subsequent enforcement action will be undertaken by the lead delivery council. The income from fixed penalty notices will be collected by the lead delivery council.

The relevant local council will be informed of any fixed penalty notices issued. The lead delivery council will provide advice to the councils where it is considered that further enforcement action is required within their council areas. Data sharing agreements between the cluster leads will allow for data on these activities to be shared between the cluster leads and the Council area within which the HMO is located.

In the event that a Service Provider solicitor is unavailable during non-working hours, and a technical officer considers that there is an emergency, s/he may revoke a licence, subject to having the necessary authorisation under the relevant Council's scheme of delegation.

The decision to take legal action will lie with individual councils. Prosecutions that may be required will be managed collaboratively between the lead delivery council and the relevant local council. The legal process will be undertaken in the council area within which that the offence took place. The lead delivery council will provide resources (ie legal support and officers for court attendance) should prosecutions be undertaken, but the responsibility for the decision and initiation of such court action will rest with the respective local council.

A SLA regarding Legal support and functions is the subject to a separate and specific agreement between the councils and Belfast City Council, as the lead provider of legal services to the scheme.

#### 12.10 Licence applications

The lead delivery council will initially administer the process for renewal licence applications. This will include the administration of the application, and inspection process. The lead delivery council will consult with the relevant local council in relation to all renewal applications. Local councils will nominate a point of contact to receive all applications, and respond within agreed statutory timescales, regarding local issues such as planning consent, environmental health matters and any other relevant department local councils wish to involve. The lead delivery council will make a recommendation to the local council regarding the issuing of the licence. The lead delivery council will oversee the issuing of a renewal licence to the owner of the HMO on behalf of the local council.

In the case of new licence applications, the lead delivery council will initially administer the application process. This will include the administration of the application, and inspection process. The lead delivery council will consult with the relevant local council in relation to all new applications. Local councils will nominate a point of contact to receive all applications, and respond within agreed statutory timescales, regarding local issues such as planning consent environmental health matters and any other relevant department local councils wish to involve. The lead delivery council will also oversee the required process for placement of newspaper advertisements and site notices at the proposed HMO, and collate any objections received. The process of committee hearings, and the arrangements for objectors to attend committee hearings in person, will be managed by the relevant local council. The relevant local council will inform the lead delivery council of their Committee and Council decisions. If confirmed, the lead delivery council will oversee the issuing of a new licence to the owner of the HMO on behalf of the local council. If required, the lead delivery Council will provide legal and officer support including committee attendance to the respective Council.

#### 12.11 Information requests / Media enquiries

Local information requests (ie FoI) or media enquiries will be dealt with by officers from the relevant Council area (ie this is not necessarily the responsibility of the cluster lead and/or the service provider). The Lead delivery Council will provide such information and advice that may be requested or required to assist the local officers in managing the enquiry.

Where information requests or media enquiries encompass more than one Council area, the cluster lead(s) for those areas, will be responsible for coordinating any required contact and responses. If the Lead delivery Council is not directly involved, it will provide information to support the enquiry or request, though not necessarily (unless directly involved in the case) actual management or direct resource support.

In such instances that a more comprehensive response, covering the whole region, is required, it will be managed and overseen by nominated officer from lead delivery council. In such cases, this may require significant liaison between councils across the region. It is expected and anticipated that the relevant councils will provide such information, appropriate and relevant resources, and assistance, in a timely manner so that the lead delivery council can liaise and manage any response across the region as is necessary.

#### 12.12 Legal services

A SLA regarding Legal Services is the subject to a separate and specific agreement between the councils and Belfast City Council, as the lead provider of Legal Services.

#### 12.13 Regional HMO Forums

The Regional Programme Board will continue to meet, initially quarterly, after the commencement of the new HMO Scheme.

The cluster leads, as per 9.0 above, will meet to review progress, implementation and performance.

The cluster leads will report quarterly to EHNI and the reports will focus on the following:

- Have a primary focus to ensure consistency and efficient working practice, and collaborative working, across the clusters;
- Implement agreed policy from the HMO Regional Programme Board;
- Provide the means to translate central government recommendations into policy appropriate for local government;
- Maintain an overview of HMO scheme task and duties;
- Deal with routine issues arising from the HMO Regional Programme Board;
- Consider issues raised from the Public Health and Housing Sub-Group.

The lead delivery council will nominate a representative from the new HMO Licensing Service to liaise with the EHNI Public Health and Housing Sub-Group and their role will be to update colleagues in relation to technical or other HMO activities, share information and have an understanding of each other's work.

#### 12.14 Health and safety

Council employees must adhere to the H&S requirements of their employer council. This includes adherence to H&S requirements specific to Council offices, as well as in the delivery of services external to the Council offices such as lone working and site specific requirements. Officers engaged in inspections and other duties in council areas other than their employing council area will show cognisance of the health and safety requirements of those councils.

#### 12.15 Termination

This SLA may be terminated by any of the signatories where any of the other signatories is in breach of any of its obligations under this Agreement, and in the case of a breach capable of rectification, where the

defaulting signatory fails to remedy the breach within 28 days of having been given notice of same by one of the other signatories.

Further, the SLA may continue in full force and effect from the commencement date until the earlier of the following dates:

All the Councils agree in writing to its termination, or

There is only one remaining Council who has not withdrawn from the SLA.

The SLA may be terminated by any of the signatories by giving at least 6 months written Notice to the other signatories.

Termination of the SLA shall not, in any way, remove any responsibility of any of the signatories for enforcement of the HMO Act 2016.

#### 12.16 Resolution of disputes

All Councils will use their best endeavours to work together to achieve the aims and objectives of the SLA and avoid disputes.

Any day to day matters which give cause for concern or dispute, which have the potential to impact on the fulfilment of requirements within the Agreement, and which cannot be resolved by the officers directly involved, will be referred to line management.

If a situation arises which line managers are unable to resolve, it will be referred to the relevant Head of Service or Director.

Disputes that cannot be resolved, or have the potential to impact across cluster boundaries, or have the potential to impact on the functioning of the SLA, will be referred to the Regional Board for consideration and resolution.

13.0 Amendments and revisions to the service level agreement table (example)

Document Owner: Chief Executive of the 3 lead Councils or their nominee		
Revision/review reference:	Revision/review date:	Author:

**Appendix 1: Table outlining Council responsibilities expected via the SLA**

Item	Lead delivery council (BCC)	Sub-regional / cluster lead Councils (BCC, CC&GBC, DC&SDC)	All councils
<b>7.0 Variations or Amendments</b>			
Any proposed variations or amendments to the content of this Agreement shall be made in writing between the parties. Said amendments are not to be unreasonably rejected. All parties will discuss the need for any variation to the SLA at the earliest opportunity and will make any variation by mutual agreement. Where significant variances are highlighted, a rationale will be provided.			
<b>8.0 Periodic review</b>			
The cluster leads, signatories or lead stakeholders may propose at any time during the period to revise the agreement, and agree any reasonable alteration or addition to or omission from the Agreement.			
The last review meeting of cluster leads during each fiscal period (quarterly for the first two years after commencement, and half yearly thereafter), will provide a forum to review the SLA.			
<b>9.0 Performance review and reporting</b>			
The Lead Delivery Council shall review performance under the Agreement on a quarterly basis			
The cluster leads will meet quarterly for the first two years, after the commencement date of the new scheme in April 2019. After two years, and via mutual agreement, the group will meet twice per fiscal year.			
<b>12.1 Financial arrangements</b>			
Each cluster lead will be responsible for their own budget planning and setting, to provide for the management of relevant operations of the HMO function within their cluster.			
Belfast City Council, as it will administer the scheme throughout Northern Ireland in its role as the Lead delivery Council, and as it will be the employing authority for all transferring staff from NIHE, will receive income from the new scheme			
<b>12.3 Resource</b>			
It will be the responsibility of the Lead delivery Council to ensure that adequate staff resources are in place, available and appropriate for the anticipated technical operations within the cluster areas, and to provide for the anticipated administrative function.			
Each cluster lead will ensure that appropriate resources are available to meet the anticipated needs of their responsibilities for service delivery and management within that cluster, outside of the administrative and technical functions being delivered by Belfast City Council.			
The lead delivery council will ensure there is an ability for staff resources to be allocated between clusters, particularly in instances such as significant changes to the anticipated workload, and during the initial phase of implementation during the 2019/20 year.			
Individual councils will ensure there is an ability to provide 'hot desk' accommodation for technical officers undertaking work in their council areas, where access to such office/desk accommodation might be required.			
Local councils will nominate a point of contact for technical officers.			
<b>12.4 Charges and liabilities</b>			
The Councils shall bear their own costs and expenses incurred in complying with their obligations.			
Councils are encouraged to keep a record of such costs in order to inform a review that will take place 2-3 years into the new regime.			
The Councils will remain liable for any losses or liabilities due to their own or their employee's actions and neither Council intends that the other Council shall be liable for any loss it suffers as a result of this SLA.			

Whilst it is understood this will occur only in exceptional circumstances, in instances where parties to this agreement undertake work that is not normally their responsibility as per Appendix 1, ie occasions where the work requested to be undertaken has been specifically requested by the Lead Delivery Council or a Cluster Lead council, provision is made for the council to make claim to the Lead Delivery Council or a Cluster Lead council, in arrears, for the costs of the activity provided.			
The Lead delivery Council will undertake periodic audits of the claims being made.			
<b>12.5 Line management</b>			
Line management of the staff resources will be undertaken by the Lead delivery Council via the post holders terms and conditions with the service provider ie Belfast City Council.			
Where staff undertake work in a cluster other than their own, e.g. Belfast City Council staff working in other cluster areas, while they may be required to report in to an assigned officer within the cluster they are allocated to, formal line management of the person will remain the responsibility of the Lead delivery Council.			
<b>12.6 Monitoring and reporting</b>			
The cluster councils are responsible for, the monitoring of the delivery of the scheme on an ongoing basis, across the cluster areas			
Monitoring information will be collated by the service provider			
Where data from the other cluster leads is required by the service provider for reporting and monitoring purposes, it will be provided by the lead clusters on request of the Lead delivery Council			
The Lead delivery Council/employing authority will be responsible for the training needs of transferring staff			
<b>12.7 Training</b>			
Cluster leads and local councils will supply any additional training for their staff as identified and required.			
<b>12.8 ICT support</b>			
A SLA regarding ICT functions and support is the subject to a separate and specific agreement between the councils and Belfast City Council, as the lead provider of ICT.			
<b>12.9 Enforcement decisions</b>			
In the case of fixed penalty notices, the issuing of notices and subsequent enforcement action will be undertaken by the lead delivery council			
The income from fixed penalty notices will be collected by the lead delivery council.			
The relevant local council will be informed of any fixed penalty notices issued. The lead delivery council will provide advice to the councils where it is considered that further enforcement action is required within their council areas.			
The decision to take legal action will lie with individual councils.			
Prosecutions that may be required will be managed collaboratively between the lead delivery council and the relevant local council			
In the event that a Service Provider solicitor is unavailable during non-working hours, and a technical officer considers that there is an emergency, s/he may make revoke a licence, subject to having the necessary authorisation under the relevant Council's scheme of delegation.			
The legal process will be undertaken in the council area within which that the offence took place.			
The lead delivery council may provide resources (ie legal support and officers for court attendance) should prosecutions be required, but the responsibility for the initiation of such court action will rest with the respective local council.			
<b>12.10 Licence applications</b>			
The lead delivery council will initially administer the process for renewal licence applications. This will include the administration of the application, and inspection process			
The lead delivery council will consult with the relevant local council in relation to all renewal applications. Local councils will nominate a point of contact to receive all applications, and respond within agreed statutory timescales, regarding local issues such as planning consent environmental health matters and any other relevant department local councils wish to involve.			

The lead delivery council will make a recommendation to the local council regarding the issuing of the licence.			
The lead delivery council will oversee the issuing of a renewal licence to the owner of the HMO on behalf of the local council.			
In the case of new licence applications, the lead delivery council will initially administer the application process. This will include the administration of the application, and inspection process.			
The lead delivery council will consult with the relevant local council in relation to all new applications. Local councils will nominate a point of contact to receive all applications, and respond within agreed statutory timescales, regarding local issues such as planning consent environmental health matters and any other relevant department local councils wish to involve			
The lead delivery council will also oversee the required process for placement of newspaper advertisements and site notices at the proposed HMO, and collate any objections received.			
The process of committee hearings, and the arrangements for objectors to attend committee hearings in person, will be managed by the relevant local council.			
The relevant local council will inform the lead delivery council of their Committee and Council decisions.			
If confirmed, the lead delivery council will oversee the issuing of a new licence to the owner of the HMO on behalf of the local council.			
If required, the lead delivery Council will provide legal and officer support including committee attendance to the respective Council.			
<b>12.11 Information requests and media enquiries</b>			
Local enquiries will be dealt with by officers from the relevant Council area (ie this is not necessarily the responsibility of the cluster lead and/or the service provider).			
The Lead delivery Council will provide such information and advice that may be requested or required to assist the local in managing the request/enquiry.			
Where requests/enquiries encompass more than one Council area, the cluster lead(s) for those areas, will be responsible for coordinating management and any required contact and responses.			
If the Lead delivery Council is not directly involved, it will provide information to support the enquiry or request, though not necessarily (unless directly involved in the case) actual management or direct resource support.			
In such instances that a more comprehensive response, covering the whole region, is required, it will be managed and overseen by nominated officer from lead delivery council. In such cases, this may require significant liaison between councils across the region.			
<b>12.12 Legal services</b>			
Councils will develop a specific SLA or contract with the lead delivery Council in respect of the provision of legal services and support. This will be governed by a separate SLA between Belfast City Council and the remaining 10 councils.			
In such instances that a more comprehensive legal response, covering the whole region, is required, it will be managed and overseen by nominated officer from lead delivery council. In such cases, this may require significant liaison between councils across the region.			
<b>12.13 Regional HMO forums</b>			
The Regional Programme Board will continue to meet, initially quarterly, after the commencement of the new HMO Scheme.			
The lead delivery council will nominate a representative from the new HMO Licensing Service to liaise with the EHNI Public Health and Housing Sub-Group and their role will be to update colleagues in relation to technical or other HMO activities.			
<b>12.14 Health and safety</b>			
Council employees must adhere to the H&S requirements of their employer council.			
<b>12.15 Termination</b>			
This SLA may be terminated by any of the signatories where any of the other signatories is in breach of any of its obligations under this Agreement, and in the case of a breach capable of rectification, where the defaulting signatory fails to remedy the breach within 28 days of having been given notice of same by one of the other signatories.			

Further, the SLA may continue in full force and effect from the commencement date until the earlier of the following dates:  All the Councils agree in writing to its termination, or  There is only one remaining Council who has not withdrawn from the SLA.			
The SLA may be terminated by any of the signatories by giving at least 6 months written Notice to the other signatories.			
12.16 Resolution of disputes			
All Councils will use their best endeavours to work together to achieve the aims and objectives of the SLA and avoid disputes. Any day to day matters which give cause for concern or dispute, which have the potential to impact on the fulfilment of requirements within the Agreement, and which cannot be resolved by the officers directly involved, will be referred to line management. If a situation arises which line managers are unable to resolve, it will be referred to the relevant Head of Service or Director.			

<b>Report to:</b>	Active and Healthy Communities Committee
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Transfer of Houses in Multiple Occupation Standard Conditions & Tackling Anti-Social Behaviour
<b>Reporting Officer (Including Job Title):</b>	James Campbell Head of Environmental Health- Residential
<b>Contact Officer (Including Job Title):</b>	James Campbell Head of Environmental Health- Residential

<table border="1"><tr><td>For decision</td><td>x</td><td>For noting only</td><td></td></tr></table>		For decision	x	For noting only	
For decision	x	For noting only			
1.0	<b>Purpose and Background</b>				
1.1	The Houses in Multiple Occupation (HMO) Act NI 2016 received Royal Assent on 12 <sup>th</sup> May 2016 and is due to be commenced on 1 <sup>st</sup> April 2019. The Department of Communities (DfC) will also be laying some subordinate Regulations at the same time.				
2.0	<b>Key issues</b>				
2.1	<p>This paper provides Members with information regarding the Standard Conditions and the approach to managing Anti-Social Behaviour.</p> <p><b><u>Standard conditions</u></b></p> <p>The proposed standard conditions are attached in Appendix 1. The conditions imposed within this document will apply to all houses in multiple occupation (HMOs) in Northern Ireland and will be attached to all licences as they are issued. They are imposed for the purpose of regulating both the management, use and occupation of the HMO, and its condition and contents.</p> <p>The Council may include further conditions in the licence in addition to the conditions contained in this document. Such conditions, if imposed, shall be appended to the licence certificate.</p> <p><b><u>Tackling Anti-social Behaviour</u></b></p> <p>The proposed 'Tackling Anti-Social Behaviour in HMO Properties, A Guide for Owners and Managing Agents' is attached in Appendix 2. This will apply to all houses in multiple occupation (HMOs) in Northern Ireland and will be attached to all licences as they are issued.</p> <p>Section 10(6) of the Houses in Multiple Occupation Act (Northern Ireland) 2016 sets out the matters which are relevant for deciding whether an owner or managing agent is a fit and proper person for the purposes of the act.</p> <p>Amongst other considerations, the council must have regard to any anti-social behaviour engaged in by the owner or manager, and the owner or manager's conduct about any anti-social behaviour engaged in by the occupants of any relevant living accommodation whilst in the accommodation, or adversely affecting the occupants of any such accommodation.</p>				

	<p>For the purpose of Section 10(6) "anti-social behaviour" means acting or threatening to act in a manner causing or likely to cause a nuisance or annoyance to a person residing in, visiting or otherwise engaging in a lawful activity in residential premises or in the locality of such premises, or using or threatening to use residential premises for illegal purposes.</p> <p>The guide has been prepared to assist landlords to comply with this new statutory obligation. It provides guidance to landlords on the remedies and preventative measures that can be taken to manage anti-social behaviour, how to best demonstrate compliance via record keeping and intervention, and the development of an anti-social behaviour plan.</p>
<b>3.0</b>	<b>Recommendations</b>
3.1	It is recommended that committee endorse the proposed Standard Conditions and the proposed approach to tackling Anti-Social Behaviour as attached in Appendix 1 and 2 respectively to this report.
<b>4.0</b>	<b>Resource implications</b>
4.1	It is anticipated that the new HMO licencing scheme transferring from NIHE will remain cost neutral to councils given the increase in fees.
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	No equality impact assessment is required at this time.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	A rural Needs Impact Assessment is not required at this time.
<b>7.0</b>	<b>Appendices</b>
	<p>Appendix 1: HMO Standard Licence Conditions</p> <p>Appendix 2: Tackling Anti-Social Behaviour in HMO properties.</p>
<b>8.0</b>	<b>Background Documents</b>

Houses in Multiple Occupation Act (Northern Ireland) 2016

# **Standard Licence Conditions for Houses in Multiple Occupation (HMOs) in Northern Ireland**

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CONFIDENTIAL

## Section 1 – Introduction

1. The conditions imposed within this document shall apply to all houses in multiple occupation (HMOs) in Northern Ireland and are imposed for the purpose of regulating –
  - a. the management, use and occupation of the HMO;
  - b. its condition and contents.
2. The council may include further conditions in the licence in addition to the conditions contained in this document. Such conditions if imposed shall be appended to the licence certificate.

## Section 2 – Permitted Occupancy

## Section 31(1)

3. During the period of the licensing the licensee shall ensure that the accommodation shall be occupied by no more than the number of persons who are authorised by the licence to occupy the HMO as their only or main residence.
4. During the period of the licensing the licensee shall ensure that any specific room occupancy level in the accommodation (if so specified) in the licence shall not be exceeded.

### **Section 3 – Safety Certification and Declarations Confirming Compliance**

5. The licensee shall ensure that during the period of the licence all safety and maintenance certificates are valid and kept up to date.

#### **Safety of Electrical Installations**

#### **Section 14(2)(d)**

6. The licensee shall ensure that the electrical installation in the house is safe, maintained and in proper working order at all times. The licence holder shall ensure that a satisfactory Electrical Installation Condition Report (EICR) is produced at intervals of no more than five (5) years or more frequently if required in accordance with the previous EICR confirming compliance with the applicable edition of the I.E.E. where the property is less than 5 years old a letter or statement issued by building control confirming date of completion will be accepted instead.
7. The licensee shall within seven (7) days of any demand by the council, provide the most recent fixed wire inspection and test report. This report must be issued by a competent electrical engineer.

## Carbon Monoxide Alarms

### Section 14(2)(d)

8. The licensee shall ensure that a carbon monoxide alarm is installed which meets the requirements of BS EN 50291:2001 in the same room as any gas appliance. Alarms should be powered by a battery designed to operate for the working life of the alarm. Such alarms must be kept in proper working order and should incorporate a warning device to alert users when the working life is due to pass.
9. The licensee shall ensure that a carbon monoxide alarm is installed which meets the requirements of BS EN 50291:2001 in any room in the house which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance. Alarms should be powered by a battery designed to operate for the working life of the alarm. Such alarms must be kept in proper working order and should incorporate a warning device to alert users when the working life is due to pass. For the purposes of this paragraph, bathrooms, lavatories, halls and landings are all treated as rooms used as living accommodation.
10. Guidance on the installation of carbon monoxide alarms is available in BS EN 50292:2002 and in the manufacturers' instructions.
11. The CO alarm must be fitted in the correct location and not have passed, or be shortly about to pass, beyond its lifetime. The licensee shall ensure that the CO alarm is replaced before it passes beyond its lifetime during the licence period.
12. The licensee shall within seven (7) days of any demand by the council provide a declaration as to the condition and position of any carbon monoxide alarms in the property.

## Chimneys, Flues and Fuels

### Section 14(2)(c)

13. The licensee shall ensure that any chimneys/flues that are in use must be cleaned annually.
14. The licensee shall within seven (7) days of any demand by the council provide a declaration as to the condition of any chimneys/flues and date they were last cleaned.

## Safety of Electrical Appliances

### Section 14(2)(d)

15. The licensee shall ensure that any electrical appliances made available by them in the house are kept in a safe condition and proper working order at all times. The licence holder shall ensure that as soon as electrical appliance is identified as being unsafe, it is removed from the house as soon as is reasonably practicable and are properly disposed of by the licence holder.

16. The licensee shall within seven (7) days of any demand by the council, provide a declaration regarding the proper disposal of any unsafe electrical appliances.
17. The licensee shall ensure that a record of visual inspections and tests is maintained. The licence holder shall within seven (7) days of any demand by the council provide most recent records of visual inspections and tests carried out within the previous 12 months and provide a declaration as to the safety of electrical appliances made available by them at the property.
18. All portable electrical appliances provided by the landlord must be maintained in a safe condition and proper working order. The licensee shall ensure that a current Portable Appliance Testing (PAT) Certificate is held for all applicable appliances owned by the owner of the accommodation. It should show whether the item passed or failed. Records of all PAT tests are retained for five years. Any necessary maintenance or repair work must be undertaken by a competent electrical engineer.
19. The licensee shall within seven (7) days of any demand by the council provide all maintenance records and PAT testing records.

#### **Safety of Furniture**

#### **Section 14(2)(c)**

20. The licensee shall ensure that any furniture made available by them in the house is kept in a safe condition and proper working order at all times. The licence holder shall ensure that as soon as any furniture is identified as being unsafe, it is removed from the house as soon as is reasonably practicable and are properly disposed of by the licence holder.
21. The licensee shall within seven (7) days of any demand by the council, provide a declaration regarding the proper disposal of any furniture.

## Section 4 – Adequate Security Arrangements

## Section 14(2)(c)

22. The licensee shall make sure that adequate security arrangements are in place and take reasonable steps to achieve property security by complying with the requirements below:

- a) So far as reasonably practicable, any emergency works necessary to protect the security of the accommodation are undertaken within 24 hours of notification e.g. damage to windows and entrance points to the property.
- b) The security provisions for access to the accommodation (locks, latches, thumb turns, deadbolts and entry systems etc.) are maintained and in good working order at all times.
- c) All ground floor and accessible windows must have secure locks. Where window locks are fitted, window keys shall be provided to the occupants of the accommodation. Emergency egress windows shall not be lockable with a key.
- d) Where a burglar alarm is fitted in the accommodation, the occupants are made aware of the code, have clear instructions on how the alarm is operated and the circumstances under which the code for the alarm can be changed.
- e) Where it is known that previous occupiers have not surrendered keys, as soon as is reasonably practicable arranging for a lock change to be undertaken, prior to new occupiers moving in.
- f) Where alley gates are installed to the side or rear of the licensed property, the licence holder shall take responsibility for holding a key and making satisfactory arrangements for the occupiers' access and egress.
- g) All final exit doors shall be fitted with a thumb turn mortice lock, or equivalent, to five-lever security level. The lock shall be operable from the inside without the use of a key.
- h) Any external store, storage box or container provided for the storage of the occupants' property shall be fitted with a lock.

23. The licensee shall within seven (7) days of any demand by the council provide a declaration confirming all security measures are in place and operational and the date they were last checked.

## Section 5 – Heating and Energy Performance

### Heating

### Section 14(2)(c)

24. All units of accommodation must be equipped with adequate means of space heating.
25. It must be capable of maintaining a temperature of 21° Centigrade when the outside temperature is minus 1° Centigrade.
26. The heating must be available at all times and must be under the control of the occupant.
27. The heating must be safe and should be efficient and affordable. Electrical heating appliances must have a dedicated socket.
28. The licensee shall within seven (7) days of any demand by the council provide a declaration as to the condition of the heating system in the accommodation.

### Energy Performance Certificates (EPCs)

### Section 14(1)(b)

29. The licensee shall ensure that during the duration of the licence the property has an Energy Performance Certificate with a minimum E rating for energy efficiency. Tenants shall be provided with a copy EPC at the commencement of the tenancy.
30. The licensee shall within seven (7) days of any demand by the council provide an Energy Performance Certificate verifying a minimum E rating for energy efficiency.

## Section 6 – Physical Standards

### Fitness for Human Habitation

### Section 8(2)(e)

31. During the period of licence the licensee shall ensure that the accommodation meets the requirements for human habitation as set out in Article 46 of the Housing (NI) Order 1981, or any re-enactment or statutory modification.

### Living Accommodation Standard

### Section 13(3)

32. During the period of the licence the licensee shall ensure that the accommodation meets the requirements of the Houses in Multiple Occupation (Living Accommodation Standard) Regulations (Northern Ireland) 2019

### Hazard Regulations

### Section 54(3)

33. During the period of the licence the licensee shall ensure that the accommodation meets the requirements of the Houses in Multiple Occupation (Hazards) Regulations (Northern Ireland) 2019

## Section 7 – Satisfactory Management Arrangements

### Reasonable Access

34. During the period of the licence the licensee shall permit the council reasonable access to the accommodation for the purpose of exercising or considering the exercising of any of its statutory powers in accordance with the Houses in Multiple Occupation Act (Northern Ireland) 2016.

### Code of Practice for the Management of Houses in Multiple Occupation

35. During the period of the licence the licensee shall ensure that the accommodation shall be managed in accordance with the "Code of Practice for the Management of Houses in Multiple Occupation".
36. The manager must ensure that a notice containing the name, address and any telephone contact number, of the person (or each person) who is the manager of the house, describing him as manager, and where appropriate, as agent or trustee for receipt of rents. Such a notice shall be clearly displayed in a prominent position in the HMO so as to be readily visible to the occupiers.
37. The manager shall cause to be displayed a copy of "Code of Practice for the Management of Houses in Multiple Occupation" in a prominent position in the HMO so as to be readily visible to the occupiers.
38. During the period of the licence the licensee shall ensure that all reasonable and practical steps are taken to respond to repair and maintenance issues at the accommodation and that any works to deal with repairs are undertaken as soon as is reasonably practicable after they are notified.
39. The licensee shall introduce a repair categorisation system for responding to repairs, namely
  - a. **Emergency Repairs** which should be actioned within 24 hours
  - b. **Urgent Repairs** which should be actioned within 4 working days.
  - c. **Routine Repairs** which should be actioned within 4 weeks.

### Examples of Emergency Repairs

- escape of gas or fumes
- electrical fittings in contact with water
- live or bare electric wiring
- sewage overflowing into the home
- outside doors that need secured
- burst storage tanks, cylinders or pipes

- failure of all lights or all power
- failure of heating systems in severe weather and where no alternative is available
- failure of all communal lighting

#### Examples of **Routine Repairs**

- faults at electrical fittings
- faults at water heating circuits
- faults at electrical heating systems
- ball valve faults at storage tanks or WC cisterns
- leaks in WC flush pipes, waste pipes, traps, valves or radiators.
- leaking back boiler or faults at the fire parts such as flue sets, throat plates etc.
- blockages at sewers or drains
- major water penetration at external doors or windows

#### Examples of **Routine Repairs**

- cleaning or repairing gutters or downpipes
- easing or re-fitting doors (excluding fire doors) or window-sashes
- plasterwork repairs
- repairs to floors or floor tiling
- repairs to internal or external doors or frames
- chimney pots, stacks, cowls or caps
- roof tiles or lead flashings
- fire hearths, surrounds and side tiles
- working kitchen fittings and work tops

40. At the beginning of a new tenancy, the licensee shall provide the occupier(s) with written information pack, including contact details, explaining how they can make a complaint about the property and the arrangements in place to deal with emergency and other repairs. The contact and telephone number details shall enable contact between 9am – 5pm Monday to Friday, and shall also include an out of hours contact number for use in emergencies. Any change in contact and/or telephone number details shall be provided to occupiers within 24 hours of the changes being made.

41. The licence holder shall provide the occupier(s) of the accommodation with an information pack containing the following details:

- a) A copy of the licence to which these conditions apply.
- b) Where appropriate, copies of the current gas certificate, electrical safety report and energy performance certificates.

- c) Details of the procedures to be followed in the reporting of anti-social behaviour (ASB).
  - d) Details of the occupier(s) duties and responsibilities to enable the licensee or managing agent to comply with the licence conditions
  - e) The licensee shall notify the occupier(s) of the accommodation in writing how they intend to respond to the complaint including a timescales for the steps they intend to take. The licensee shall respond to any complaint in writing as soon as is reasonably practicable. Copies of all correspondence relating to complaints shall be retained during the term of this licence.
  - f) Where a deposit is taken the licence holder must provide the Occupier(s) with relevant information about the deposit scheme to which it relates.
42. The licensee shall comply with all relevant legislation relating to the termination of a tenancy or the eviction of a tenant and will ensure that all legal processes are followed when requiring occupiers to cease occupation.
43. The licensee shall demand references for new occupiers before entering into any occupancy agreement with them or allowing them to occupy the premises. Where obtained, copies of these references shall be kept for the duration of this licence.
44. The licence holder shall ensure there is suitable and sufficient landlord buildings insurance in place for the duration of this licence.

### Unjust fees

### Section 10(5)(d)

45. The licensee and any managing agent (if appointed) shall not levy a fee on a tenant or prospective tenant in respect of the letting of a property and the licensee and any managing agent must adhere to the requirement of Commission on Disposals of Land (NI) Order 1986.
46. The licensee shall within seven (7) days of any demand by the council provide any or all of the information required by conditions contained within Section 7 of this document.

## Section 8 – Rubbish and Environmental Considerations

### Rubbish

### Section 14(2)(c) & Regulation 19

<http://www.legislation.gov.uk/nia/2016/22/section/14>

47. During the period of the licence the licensee shall ensure that sufficient bins or other suitable receptacles are provided that are adequate for the requirements of each household occupying the HMO for the storage of refuse and litter pending their disposal in accordance with the Local Government Waste Storage Guide for Northern Ireland.
48. The licensee shall ensure so far as is reasonably practicable that the occupiers make arrangements for the collection of waste in accordance with the councils refuse and recycling provisions and, when the accommodation is unoccupied, or the occupiers fails to do so the licensee adhere to these provisions themselves.
49. The licensee shall at the beginning of a tenancy, provide written information to the occupiers of the accommodation indicating:
- a) which day refuse collections will take place;
  - b) what type of bins to use for household and recycling waste;
  - c) details of the Council's bulky waste collection service;
  - d) details of the Council's missed bin collection service;
  - e) the occupiers responsibility to put bins out no earlier than 4pm on the day before collection and to return refuse containers within the boundary of the property by 8am the day after the collection;
  - f) that occupiers should make arrangements for any extra rubbish that cannot fit in the bins to be collected within seven (7) days and/or disposed of as soon as is reasonably practicable and ensure that such rubbish, where possible, is stored at the rear of the property and within the boundary of the property until collection/disposal;
50. The licensee shall ensure that suitable and adequate provision for refuse storage and collection is provided at the house. This shall include a closable bin(s) are kept in good working order and of suitable capacity as specified by the Council.
51. The licensee shall ensure that trade rubbish/waste is not disposed of in the domestic household bins. Any trade rubbish/waste shall be disposed of as soon

as is reasonably practicable and/or within 7 days and ensure that such rubbish/waste, where practicable, is stored at the rear of the property and within the boundary of the property. The licensee shall make adequate arrangements for the collection

**Environmental Considerations      Section 14(20(c) & Regulation 17**

<http://www.legislation.gov.uk/nia/2016/22/section/14>

52. During the period of the licence the licensee shall ensure that any boundary walls, hedges or fences are safe and do not obstruct a public footpath or highway. The licensee shall during the period of the licence rectify any deficiency within 4 weeks of its appearance. Issues impacting on public safety should be rectified within 24 hours or 4 working days depending on the level of severity.
53. During the period of the licence the licensee shall ensure that any external and boundary walls of the property (regardless of whether they are shared with someone else) are retained free from graffiti. The licensee shall during the period of the licence remove any graffiti within 4 weeks of its appearance
54. During the period of the licence the licensee shall ensure that all external gardens, yards or enclosures within the curtilage of the accommodation are kept reasonable free from litter. The licensee shall during the period of the licence remove any litter within 4 weeks of its appearance.

## Section 9 – Anti Social Behaviour

## Section 14(2)(b)

<http://www.legislation.gov.uk/nia/2016/22/section/14>

55. The licensee shall have in place a policy/plan (approved in writing by the council) to deal with any anti-social behaviour linked to licensed premises, either directly or indirectly which is caused by or affects their tenants. .
56. The licensee shall comply at all times with the policy/plans referred to above.
57. A register of complaints shall be kept together with notes about how the licensee or managing agent tried to resolve the matter. All records held under this condition.
58. The register of complaints and associated notes must be kept until the licence either lapses or is successfully renewed.
59. The register of complaints and associated notes must be made available to the Council upon demand.
60. Where a complaint has been received but could not be resolved, the licensee or managing agent must be able to demonstrate to the satisfaction of the Council that they took all reasonable steps to try to resolve the complaint and to mitigate against any future occurrence of the same type of complaint.
61. The licensee and managing agent shall adhere to the principals contained in the council document Tackling Anti-Social Behaviour in HMO properties, A Guide for Owners and Managing Agents.

## **Section 10 – Variation of a Licence or Change of Details or Circumstances**

62. An application to vary a licence under will only be accepted if the prescribed form is used and is accompanied by the appropriate variation fee.
63. The licensee shall ensure that whilst any variation is being considered the number of persons who are authorised by the licence or the occupancy level for any specific room if so specified in the licence is not exceeded.
64. The licence holder shall inform the Council within 7 days of any material change in circumstances including:
- a. a change of their residential address or contact details; including when they no longer reside at the address on the licence, or where the licence holder is a business, if their business address has changed.
  - b. upon the manager (where it is an agent, or employee of the licence holder,) ceasing to act in that capacity or is no longer being employed by the licence holder.
  - c. any offence or occurrence that would have a bearing on the Fit & Proper Person status of either the licence holder and/or the managing agent of the house or any persons associated with them;
  - d. a change of managing agent, management arrangements or ownership;
  - e. any proposed changes to the structure, layout or amenity provision of the property that would affect the licence or licence conditions.

## Section 11 – Competency Training

## Section 14(2)(f)

65. The owner of the HMO or the managing agent shall attend a training course in relation to the "Code of Practice for the Management of Houses in Multiple Occupation" approved under Section 63 of the Houses in Multiple Occupation Act (Northern Ireland) 2016 before 1<sup>st</sup> December 2020 and shall renew such training every 3 years or,

If the date of the 1 December 2020 has passed the owner of the HMO or the managing agent shall have attended such a course within the last 3 years prior to the issue or renewal of a HMO licence and shall renew such training every 3 years.

## Section 12 – Legislative Authority

66. The licencing conditions imposed in this document are intended to be read in conjunction with the Houses in Multiple Occupation Act (Northern Ireland) 2016 <http://www.legislation.gov.uk/nia/2016/22> and all supporting regulations.
67. The licencing conditions imposed in this document are in accordance with Section 14 of the Houses in Multiple Occupation Act (Northern Ireland) 2016.

# Tackling Anti-Social Behaviour in HMO Properties

## A Guide for Owners and Managing Agents

## Index

- 1.0 Introduction
- 2.0 Remedies and preventative measures
- 3.0 Demonstrating compliance
- 4.0 Anti-social behaviour plan
- 5.0 Conclusion

## 1.0 Introduction

### 2.1 Background

The Houses in Multiple Occupation Act (Northern Ireland) 2016 was introduced to enable better regulation of Houses in Multiple Occupation (HMOs) by introducing a new licensing system to be administered by local district councils, which will replace the existing Northern Ireland Housing Executive registration scheme.

HMO legislation and regulation in Northern Ireland has remained relatively unchanged in comparison to other jurisdictions. England, Wales and Scotland currently operate mandatory HMO licensing systems and have done so for some time. The proposed licensing framework for HMOs in Northern Ireland more closely aligns with the Scottish system.

HMOs are a source of relatively inexpensive housing for a variety of groups such as students and migrant workers. They also tend to house some of the most vulnerable groups in society who have multiple needs beyond housing (e.g. people who are homeless, people with addiction problems). HMOs are becoming a more prevalent form of accommodation due to the impact of welfare reform, particularly changes to housing benefit entitlement.

If effectively implemented and sufficiently resourced, a new HMO regulatory framework for HMOs in Northern Ireland has the potential to have a positive impact on the lives of those living in HMOs, the owners of HMOs, and the residents of the communities in which HMOs are located. It is acknowledged that responsible HMO landlords want to be good neighbours, take the behaviour of their tenants seriously and already endeavour to resolve any alleged anti-social behaviour linked to their properties. Councils will continue to support landlords in doing so

This guide sets out how anti-social behaviour is relevant to the new licensing regime and how owners and agents are expected to deal with allegations of anti-social behaviour. ..

## 2.2 Fit and Proper Person Test and anti-social behaviour

As part of the new licensing regime, councils must assess whether the applicant is a fit and proper person.

Section 8 of the Houses in Multiple Occupation Act (Northern Ireland) 2016 states that a council may only grant a HMO licence if it is satisfied that, amongst other things, the owner and any managing agent is a fit and proper person and that the proposed management of the HMO is satisfactory.

Section 10 of the Act sets out the matters which the council must take into account when assessing whether an owner or managing agent is a fit and proper person. The Council must have regard whether a person has committed certain offences or where an associate or former associate has done so if it appears that is relevant to whether the applicant is a fit and proper person.

The council must have regard to any anti-social behaviour engaged in by the owner and managing agent and how they have dealt with anti-social behaviour caused by, or adversely affecting, their tenants.

Section 10(6) defines "anti-social behaviour" as:

- i. acting or threatening to act in a manner causing or likely to cause a nuisance or annoyance to a person residing in, visiting or otherwise engaging in a lawful activity in residential premises or in the locality of such premises, or
- ii. using or threatening to use residential premises for illegal purposes.

## 2.2 Types of anti-social behaviour

Anti-social behaviour covers a broad spectrum of behaviour and ranges from incidents that cause concern, stress, disquiet and/or irritation through to incidents which have a serious adverse impact on peoples quality of life. It can affect individuals or the community at large. Anti-social behaviour might include, amongst other things-

- a) Violence or the threat of violence;

- b) hate behaviour that targets members of identified groups because of their perceived differences (e.g. race, religion, political affiliation, disabilities or sexual orientation);
- c) noise nuisance (rowdy parties, loud music/TVs etc.);
- d) environmental quality issues (e.g. litter, accumulation of rubbish in the curtilage of the HMO, fly tipping in alleyways);
- e) Offensive drunkenness;
- f) Using housing accommodation for selling drugs or drug abuse or other unlawful purposes; and
- g) Intimidation and harassment.

The above list includes typical types of behaviour which are likely to be relevant to the council's assessment of the fit and proper person test. It is not intended to be exhaustive or prescriptive.

### 3.2 Action to deal effectively with anti-social behaviour

HMO owners and managing agents have a number of powers at their disposal to tackle anti-social tenants or to assist those tenants who have been subject to anti-social behaviour.

The ultimate sanction where the anti-social behaviour is being caused by a tenant is the eviction of that tenant. However, councils recognise that most HMO owners and managing agents will seek to remedy the situation before it reaches that stage.

Whilst deciding on how to deal with anti-social behaviour is a matter of judgement for the owner and managing agent, the alleged behaviour might form the basis of an objection to their licence application or the Council may consider that the alleged behaviour is so serious as to warrant considering revocation of licence. It is therefore important that the owner or managing agent can justify the appropriateness of their action, or lack of action.

HMO owners and managing agents' are required to commit to working in partnership with residents and other agencies to ensure the following:

- a) Preventative action
- b) Early intervention
- c) Provision of support and advice for those reporting anti-social behaviour and witnesses
- d) Provision of support for perpetrators where appropriate (for example where they are vulnerable or at risk)

- e) Where appropriate and there is sufficient evidence - legal action against perpetrators.

### 3.3 Preventative action

The HMO owner or managing agent should have systems in place to ensure that antisocial behaviour is minimised. They should have particular regard to:

- a) Requesting references from new tenants. They may then take into account any previous inappropriate behaviour when deciding to offer accommodation.
- b) The inclusion of clauses relating to behaviour in written tenancy agreements. This will help set the parameters and boundaries for behaviour at the outset. It is then possible for an HMO owner or managing agent to consider eviction on grounds of breach of the tenancy agreement should problem behaviour arise.
- c) Brief tenants at the commencement of the tenancy what is expected of them and the possible sanctions for inappropriate behaviour.

### 3.4 Early intervention

Except in very serious cases, HMO owners and managing agents initial intervention will aim to stop the problem behaviour, prevent re-occurrence and achieve effective and long-lasting solutions.

In many incidences, anti-social behaviour can be stopped when challenged early enough. Wherever possible, HMO owners and managing agents should use early non-legal remedy intervention measures.

Some of the steps owners and managing agents can take-

- a) Talk to your tenants
  - i. send them a letter, explaining what you've been told and ask them to modify their behaviour
  - ii. arrange a time to go and speak to them
  - iii. give advice and guidance as appropriate including noise reduction
  - iv. highlight tenancy conditions that may have broken
  - v. agree what will change and record this, so you both have a copy

- b) Write to the guarantor(s) informing them that there has been anti-social behaviour emanating from within the curtilage of the house and asking them to use their influence on the tenants.
- c) Engage an independent dispute resolution and mediation service.
- d) Issue a valid Notice to Quit.

### 3.6 Dispute resolution and mediation

Mediation can help to resolve neighbour disputes for the following reasons:

- a) as the dispute handler can devote more time to the problem occupants and impacted neighbours feel that their complaints are being taken more seriously, and it reduces the time landlords or agents may have to spend trying to resolve the problem themselves;
- b) legal remedies are not appropriate for all cases, they are expensive and can often make disputes worse before they get better;
- c) officers of an independent organisation are seen as impartial and without conflicting interests;
- d) it can prevent a dispute from escalating into a more serious disturbance that may require court action.

### 3.7 Legal remedies

Councils acknowledge that legal action, and in particular issuing court proceedings, is a remedy of last resort in most cases and should only be considered where informal action has failed and the problem persists or where the problems are considered sufficiently serious so as to warrant legal action.

Legal remedies can include reporting incidents to the PSNI or local authority depending on the nature of the behaviour. It also includes the possibility of evicting tenants where there has been persistent and/or serious instances of anti-social behaviour.

Where a landlord believes their tenant is being subjected to anti-social behaviour which presents a significant risk of harm, landlords are entitled to apply for an Injunction under the Housing (NI) Order 2003. The court can prohibit a person from engaging in conduct causing or likely to cause a nuisance, using the premises for immoral or illegal purposes, entering the premises or being found in the locality.

## 4.0 Demonstrating compliance

Good record keeping can be used by an owner or managing agent to demonstrate responsiveness to tenants and neighbours, and will assist to demonstrate that all reasonably practicable steps have been taken to minimise anti-social behaviour. As part of the standard conditions of licence, the licence holder must keep written records of complaints and how they are dealt with throughout the course of the tenancy for each occupant.

The licence conditions also require a landlord to keep the register of complaints and associated notes until the licence either lapses or is successfully renewed and those documents must be made available to the Council upon demand

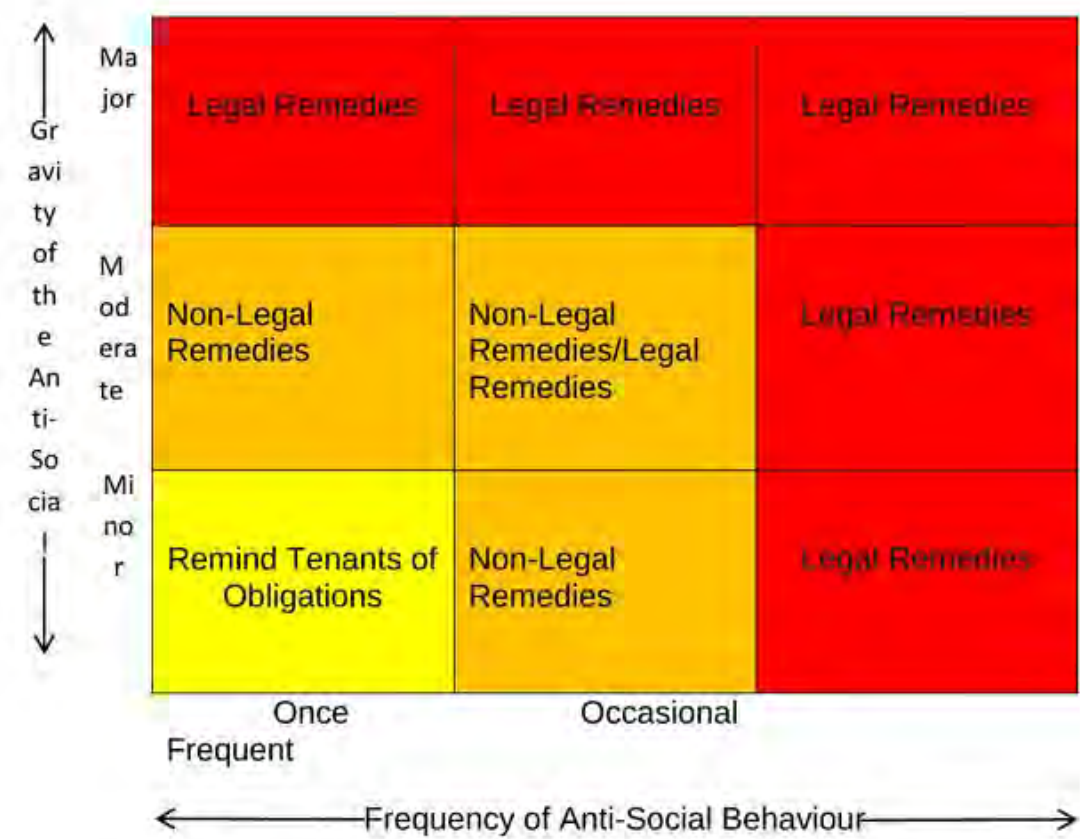
Where a complaint has been received but could not be resolved, the licensee or managing agent must be able to demonstrate to the satisfaction of the Council that they took all reasonable steps to try to resolve the complaint and to mitigate against any future occurrence of the same type of complaint.

## 4.1 Intervention

The intervention(s) by the owner or managing agent will depend on the frequency and severity of any anti-social behaviour linked to their property. It is suggested that the following principles should be applied by landlords when assessing the level of intervention required:

- a) Suitability (the measure should be suitable for achieving the desired objective);
- b) Necessity (a less restrictive means should be used if it is equally effective); and
- c) Proportionality (the measure should not be disproportionate to the objective).

The diagram below represents the interventions which sets out the action which the council would expect to typically be considered depending on the prevailing circumstances:



It is important to bear in mind that this is illustrative and not prescriptive. The actions are those which the Owner or Managing Agent is expected to consider, not the steps which must be taken.

5.0 Anti-Social Behaviour Plan

Section 14(2) (b) of the Houses in Multiple Occupation Act (Northern Ireland) 2016 allows the council to include licence conditions requiring the taking of reasonable and practicable steps to prevent or reduce anti-social behaviour by persons occupying or visiting the HMO.

As an aid to owners and managing agents regarding the reasonable practical steps they need to take to tackle anti-social behaviour by the occupants of any relevant living accommodation, they should have in place an anti-social behaviour plan. Such a plan should include the following sections-

- a) **Pre-Tenancy Checks** – In this section you should outline your tenancy selection process.
- b) **Tenancy Agreement** – Your tenancy agreement should be clear and easy to understand. It should include provision in terms of how you will deal with anti-social behaviour and include a risk management plan if a high level of risk is identified.
- c) **During Tenancy** – In this section you should outline your procedures to deal with anti-social behaviour and how you monitor and record ASB and any remedial action taken.
- d) **Post Tenancy** – This section should include details of your processes for supplying references.

## 6.0 Conclusion

Through early intervention, HMO owners and managing agents can make a positive difference in tackling anti-social behaviour. It is recognised that each allegation of anti-social behaviour must be considered on its own facts and what works in one case may not work in another. The purpose of this document is to provide guidance as to how HMO landlords and managing agents can demonstrate that they have suitable policies and procedures in place to deal with anti-social behaviour and that those procedures are being implemented where appropriate.

<b>Report to:</b>	Active and Healthy Communities Committee
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Update on Transfer of Houses in Multiple Occupation: Fees and Fixed Penalty Notices
<b>Reporting Officer (Including Job Title):</b>	James Campbell Head of Environmental Health- Residential
<b>Contact Officer (Including Job Title):</b>	James Campbell Head of Environmental Health- Residential

<table border="1"><tr><td>For decision</td><td>x</td><td>For noting only</td><td></td></tr></table>		For decision	x	For noting only	
For decision	x	For noting only			
1.0	<b>Purpose and Background</b>				
1.1	The Houses in Multiple Occupation (HMO) Act NI 2016 received Royal Assent on 12th May 2016 and is due to be commenced on 1st April 2019. The Department of Communities (DfC) will be laying the Houses of Multiple Occupation (Fees) Regulations (NI) 2019. This sets the maximum level of fee for an application for a HMO licence at £45 per person per annum.				
2.0	<b>Key issues</b>				
2.1	<p>DfC has carried out a stakeholder engagement in relation to the subordinate legislation and the feedback from stakeholders was reviewed. No concerns were raised in that engagement in relation to the maximum fee which is being proposed in the Regulations.</p> <p>Whilst the Regulations set a maximum fee level of £45 it is proposed to set the fee at £37 per person per annum which, it is estimated, will allow the service to be provided on a cost neutral basis. The fee will be subject to review after two years by both council officers and DfC.</p> <p>This report also provides the Committee with detail regarding the powers available to the Council under the 2016 Act in relation to the enforcement of the HMO licensing regime via the imposition Fixed Penalty Notices.</p> <p>Following the preparation of a draft budget, and a subsequent detailed review by external consultants, officers of both DfC and Councils consider that a fee of £37 per person per annum would provide for full cost recovery for the service. The budget reflects the need to provide for full cost recovery for the service.</p> <p><b>Variations to a licence</b></p> <p>As well as the licence fees outlined above, Council is required to establish and agree the cost of variations to a licence.</p> <p>Proposed licence variation fees are detailed below:-</p>				

Licence variations	
Item	Cost
Addition of a new owner or managing agent	£185
Addition of a new occupant	£185 for each new occupant + £75 inspection fee (per visit)

### **Maximum fee for copy of the HMO Register**

The council is also required to set the maximum fee to provide a certified copy of an entry relating to an HMO to any person who falls with section 62(9) of the Act, and a certified copy of its register, or of an extract from it, to any statutory authority, for the subordinate Regulations. Officers propose the following:

- A certified copy of an entry relating to an HMO to any person who falls within section 62(9) of the Act-£15
- A certified copy of its register, or of an extract from it, to any statutory authority- £15.

### **Fixed Penalty Notices.**

The Houses in Multiple Occupation (HMO) Act NI 2016 provides a wide variety of enforcement options to be available to the Council, including the ability to serve Fixed Penalty Notices (FPN). A fixed penalty notice ("FPN") is a notice giving the recipient the opportunity of discharging any liability to conviction for an offence, by paying a fixed sum of money within a period. Section 64-66 of the 2016 Act gives councils the power to issue fixed penalty notices which tend to be conferred in respect of lower level offending.

Members should note the issuing of a notice is an alternative to prosecuting the offender, in instances where an authorised officer, following an investigation, has reason to believe that a person has committed an offence under any of the relevant provisions, and there are grounds for instituting proceedings for an offence. Section 64 of the 2016 Act lists the offences and maximum amount of the FPN's. These are included Appendix 1. The 2016 Act states that the amount for each fixed penalty notice 'is to be determined by the council'.

Officers are recommending that the fixed penalty levels for the offences under the new HMO (NI) Act 2016 are set at the maximum amount.

## **3.0 Recommendations**

### **3.1 The Committee is asked to:**

- note the update information regarding the fees for the Houses of Multiple Occupation licensing function;
- agree to set a fee of £37 per person per annum in respect of an application for a HMO licence;
- agree additional fees for an application to vary a licence of £185, and those for supplying a certified copy from, or of, the register of £15;
- note the information regarding the use of Fixed Penalty Notices as enforcement functions that are available to the Council under the Houses in Multiple Occupation (HMO) Act NI 2016;
- agree the value of any fixed penalty notices that may be issued as set out in Appendix 1.

<b>4.0</b>	<b>Resource implications</b> There are no resource implications for this Council Regarding the fees, it is anticipated that the new HMO licencing scheme transferring from NIHE will remain cost neutral to councils given the increase in fees outlined above. Regarding the Fixed Penalty Notices, given the inherent difficulties in projecting the variation in the income that may be derived from this source, it is not possible to accurately determine how much income might be received from these enforcement actions, and any attempts to quantify such income is deemed speculative and variable. It is currently envisaged that income from enforcement action will be reinvested back into the scheme, for example, on education related activities.
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	No equality impact assessment is required at this time.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	A rural Needs Impact Assessment is not required at this time.
<b>7.0</b>	<b>Appendices</b>
7.1	Appendix 1: The Houses in Multiple Occupation (HMO) Act NI 2016, Fixed Penalty Notices and Criminal Penalties
<b>8.0</b>	<b>Background Documents</b>
8.1	None.

Appendix 1**The Houses in Multiple Occupation (HMO) Act NI 2016****Proposed Fixed Penalty Notice Fines**

No.	Offence	Relevant Section	Maximum FPN	Maximum Penalty [Courts]
1	Unlicensed HMO: Agent	30(1)	£5,000	£20,000
2	Unlicensed HMO: Owner	30(2)	£5,000	£20,000
3	Unlicensed HMO: Owner instructs agent to let as HMO	30(3)	£2,500	£10,000
4	Breach of occupancy condition	31(1)	£5,000	£20,000
5	Breach of licence conditions: owner/agent	31 (2)	£2,500	£10,000
6	Breach of licence conditions: person not named on licence	31(3)	£2,500	£10,000
7	Person represents HMO as licensed when it is not	32	£2,500	£10,000
8	Agent operating but not named on licence - other	33(1)	£2,500	£10,000
9	Agent operating but not named on licence - owner	33(2)	£2,500	£10,000
10	Failure to comply with rectification notice	37(1)	£2,500	£10,000
11	Failure to comply with information notice	49	£200	£500
12	Contravention of overcrowding notice	60(1)	£5,000	£20,000
13	Contravention of occupancy requirement of suitability notice	60(2)	£5,000	£20,000
14	Uses or permits use of HMO subject to a hazard notice	60(4)	£5,000	£20,000
15	Refusal to provide information under 68 & 70	75	£200	£500
16	Owner fails to complete works specified in hazard notice	60(6)	£500	£1,000
17	Obstruction whilst seeking entry (without or with a warrant)	80(5)	£500	£1,000

18	Obstruction of person complying with a rectification notice	82 (4)	£500	£1,000
19	Obstruction of works needed under with Part 4 notices, TENS & rectification notices	81(4)	£500	£1,000
20	Providing false or misleading information	Para 14, Schedule 2	£200	£500
21	Unlawful occupation	Para 8, Schedule 3	£500	£1,000

<b>Report to:</b>	Active and Healthy Communities Committee
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Consultation response to the Food Standards Agency (FSA) on amending allergen information provisions contained within domestic food information legislation for food prepacked for direct sale (PPDS).
<b>Reporting Officer (Including Job Title):</b>	Eoin Devlin Assistant Director of Health and Wellbeing
<b>Contact Officer (Including Job Title):</b>	Sinead Murphy Head of Environmental Health - Commercial

<table><tr><td>For decision</td><td>X</td><td>For noting only</td><td></td></tr></table>		For decision	X	For noting only	
For decision	X	For noting only			
1.0	Purpose and Background				
1.1	<p><b><i>To consider and agree to:-</i></b></p> <p>The attached response to be provided in relation to the FSA's consultation on amending allergen information provisions contained within domestic food information legislation for food prepacked for direct sale.</p>				
2.0	Key issues				
2.1	<ul style="list-style-type: none"><li>• The FSA launched this consultation on proposed amendments to the domestic regulations relating to the mandatory information, form of expression and presentation of allergen labelling information for foods that are prepacked for direct sale (PPDS) to the consumer on the same premises from which they are sold.</li><li>• 'Prepacked foods for direct sale' are foods that have been packed on the same premises from which they are being sold, for example a packaged sandwich or salad made by staff earlier in the day and placed on a shelf for purchase.</li><li>• Currently, these foods are not required to carry labels and information on allergens, as it is expected that the customer can speak with the person who made or packed the product for this information.</li><li>• There have been a number of recent deaths in the UK due to people adversely reacting when eating foods as a result of misinformation on allergenic ingredients resulting in fatality.</li><li>• There is no cure for food allergies and intolerances. The only way to manage the condition is to avoid food that makes the person ill. Therefore, it is very important that consumers are provided with accurate information about allergenic ingredients in products to allow them to make safe food choices.</li><li>• Continuing fatalities and effects on public health have raised the issue of whether the current regulatory framework for the provision of allergen</li></ul>				

	<p>information for PPDS foods is sufficient to give consumers the information they need to make safe food choices.</p> <ul style="list-style-type: none"> <li>The proposed policy options, with the overarching objective of the proposals being to improve the provision of information to consumers about food allergens present in PPDS foods, are as follows:</li> </ul> <p><b>Policy option 1 – Promote best practice</b></p> <p><b>Policy option 2 - Mandate “ask the staff” labels on packaging of food prepacked for direct sale, with supporting information for consumers in writing</b></p> <p><b>Policy option 3 - Mandate name of the food and allergen labelling on packaging of food prepacked for direct sale</b></p> <p><b>Policy option 4 - Mandate name of the food and full ingredient list labelling, with allergens emphasised, on packaging of food prepacked for direct sale</b></p>
<b>3.0</b>	<b>Recommendations</b>
3.1	That the Committee agree to the attached response being provided in relation to the FSA’s consultation on amending allergen information provisions contained within domestic food information legislation for food prepacked for direct sale, namely, the attached consultation response proposing <b>Policy option 3 - Mandate name of the food and allergen labelling on packaging of food prepacked for direct sale.</b>
<b>4.0</b>	<b>Resource implications</b>
4.1	None at present
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	<p><b>Use any of the following from the 3 options below depending on which one is applicable to the report:</b></p> <ul style="list-style-type: none"> <li>✓ No equality or opportunity or good relations adverse impact is anticipated.</li> </ul>
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	<p><b>Insert one the following:</b></p> <ul style="list-style-type: none"> <li>✓ There are no negative implications identified:</li> </ul>
<b>7.0</b>	<b>Appendices</b>
	Appendix 1 – Consultation response
<b>8.0</b>	<b>Background Documents</b>
	<p><b>Full consultation document</b>  <a href="https://www.food.gov.uk/news-alerts/consultations/amending-allergen-information-provisions-contained-within-domestic-food-information-legislation-for-food-prepacked-for-direct">https://www.food.gov.uk/news-alerts/consultations/amending-allergen-information-provisions-contained-within-domestic-food-information-legislation-for-food-prepacked-for-direct</a></p> <p><b>Food Information Regulations (Northern Ireland) 2014</b>  <a href="http://www.legislation.gov.uk/nisr/2014/223/pdfs/nisr_20140223_en.pdf">http://www.legislation.gov.uk/nisr/2014/223/pdfs/nisr_20140223_en.pdf</a></p>



# **Consultation on amending allergen information provisions contained within domestic food information legislation for food prepacked for direct sale**

**January 2019**



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Any enquiries regarding this publication should be sent to [allergenlabellingreview@defra.gsi.gov.uk](mailto:allergenlabellingreview@defra.gsi.gov.uk)

Allergen Labelling Review Team

Defra

Room 202, Zone 2

1-2 Peasholme Green

York

YO1 7PX

[www.gov.uk/defra](http://www.gov.uk/defra)

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# 1. Introduction

We are launching this consultation on proposed amendments to the domestic Food Information Regulations 2014 (FIR) (England) and parallel FIR regulations in Northern Ireland, Scotland and Wales relating to the mandatory information, form of expression and presentation of allergen labelling information for foods that are prepacked for direct sale (PPDS) to the consumer on the same premises from which they are sold.

Defra, the Food Standards Agency (FSA) in England, Wales and Northern Ireland, Food Standards Scotland (FSS), and the Department for Health and Social Care (DHSC) are working together in reviewing the current legal framework for allergen information for foods which are PPDS. A number of policy options have been developed to improve the provision of allergen information on which business and consumer groups, enforcement authorities and members of the general public are invited to contribute their views.

Whilst we are a member of the EU we are restricted in the changes that we are able to make to legislation regarding allergen information provision. For example, we are unable to change the definitions of non-prepacked foods and we are unable to change how information is provided to consumers for foods ordered by distance selling (e.g. via a takeaway). Over the longer term, we have an opportunity to review all of food labelling when the UK has left the EU.

## 2. Context

### General background on food hypersensitivity

Food hypersensitivity is where people adversely react when eating certain foods and is divided into food allergy and non-allergic food hypersensitivity (food intolerance). In the UK, it is estimated that 1-2% of adults and 5-8% of children have a food allergy. This equates to around 2 million people living in the UK with a food allergy, but this figure does not include those with food intolerances. In addition, it is estimated that 1 in 100 people have coeliac disease, an auto-immune condition which causes damage to the gut lining when gluten is present in food.

An allergic reaction can be produced by a tiny amount of a food ingredient that a person is sensitive to, for example a teaspoon of milk powder, a fragment of peanut or just one or two sesame seeds. Symptoms of an allergic reaction can range from mild symptoms such as itching around the mouth and rashes; and can progress to more severe symptoms such as vomiting, diarrhoea, wheezing and on occasion anaphylaxis (shock). Around ten people in the UK die from allergic reactions to food every year.

There is no cure for food allergies and intolerances. The only way to manage the condition is to avoid food that makes the person ill. Therefore, it is very important that consumers are provided with accurate information about allergenic ingredients in products to allow

them to make safe food choices. Continuing fatalities and effects on public health have raised the issue of whether the current regulatory framework for the provision of allergen information for PPDS foods is sufficient to give consumers the information they need to make safe food choices.

## Legislative background

The EU Food Information to Consumers Regulation (FIC) provides the legislative framework around the provision of food allergen information, and the Food Information Regulations 2014 (FIR) and equivalent regulations in Wales, Scotland and Northern Ireland, are the domestic regulations that establish the enforcement measures for the FIC in the UK. In 2011 the Food Information to Consumers Regulation (FIC) introduced new rules for Food Business Operators relating to the labelling and provision of allergen information. Food Business Operators are under a duty to ensure that all mandatory food allergen information must be accurate, available and easily accessible to the consumer. FIC allows for Member States to introduce national measures as to how information is to be made available for non-prepacked foods.

In the UK, in recognition of the wide variety of out-of-home eating establishments and following consultation with stakeholders including business and patient groups, FIR introduced a flexible approach for allergen information for non-prepacked foods, including PPDS food, to be made available by any means the food business chooses, including orally by a member of staff. Where the Food Business Operator chooses not to provide food allergen ingredients information on a menu, for example, there must be an indication to speak to a member of staff either on a label attached to the food itself or on a notice, menu, ticket or label that is readily discernible to the customer where the customer chooses the food.

## Enforcement of regulations

Separate but parallel FIR enforcement regulations exist in each of the four countries of the UK. Enforcement of these regulations is undertaken by food enforcement officers within Local Authorities. Person(s) found guilty of an FIR offence may be liable to unlimited fines (England, Wales and Northern Ireland) and criminal sanctions. Breaches under FIR regarding allergens may also result in offences under the Food Safety Act 1990 (England, Wales and Scotland) or the Food Safety (Northern Ireland) Order 1991 which can result in fines or imprisonment. Within Local Authorities enforcement is shared between Trading Standards and Environmental Health.

## Current allergen information provision

### Prepacked foods

Food which is prepacked, for example a ready meal sold in a supermarket, must be clearly labelled with all ingredients and allergenic ingredients from the list of 14 substances or products

causing allergies or intolerances, listed in Annex II of FIC and set out in Annex A of this document. Allergenic ingredients must stand out from other ingredients, for example by being in **bold** text.

The FSA's interpretation of prepacked foods, derived from Article 2(2)(e) of FIC, is provided here for clarity:

***"Prepacked foods:*** *This refers to any food put into packaging before being offered for sale for example a bar of chocolate, a sealed packet of crisps, a jar of sauce or a can of soup. All the following must apply:*

- *the food is either fully or partly enclosed by the packaging;*
- *the food cannot be altered without opening or changing the packaging;*
- *the product is ready for sale to the final customer or to a mass caterer."*

**As prepacked foods must be labelled with all ingredients, they are not in scope of this consultation.**

## Non-prepacked foods

Under FIC, non-prepacked food includes:

- food not packed, such as loose items sold to the consumer without packaging;
- food packed on the sales premises at the consumer's request; and
- food prepacked for direct sale (PPDS).

**The focus of this consultation is prepacked for direct sale food.**

Which category of non-prepacked a food falls into depends on where and when it is packed in relation to the point at which it is offered for sale. This can differ for the same products according to the way a business operates e.g. where a business prepacks some foods on the premises in anticipation of a peak period of sales (PPDS), but otherwise packs the food at the consumer's request.

For non-prepacked food, there is no requirement to label an individual product with the same mandatory information required for prepacked foods, however the allergen information must be readily available, including through indications to ask a member of staff, at the point where the intending purchaser chooses the product.

## What are PPDS foods?

As FIC does not provide a specific definition of PPDS, we expect businesses and Local Authorities to follow the interpretation set out in FSA's technical guidance on allergen labelling provided below.

***“Prepacked foods for direct sale:*** This applies to foods that have been packed on the same premises from which they are being sold. Foods prepacked for direct sale are treated in the same way as non-prepacked foods in EU FIC's labelling provisions. For a product to be considered 'prepacked for direct sale' one or more of the following can apply:

- *It is expected that the customer is able to speak with the person who made or packed the product to ask about ingredients.*
- *Foods that could fall under this category could include meat pies made on site and sandwiches made and sold from the premises in which they are made<sup>1</sup>.*

## Examples of PPDS foods

PPDS foods may be available to consumers in out-of-home and retail environments.

In an out-of-home environment such as a sandwich shop, café or burger bar, any food that is prepacked on the premises in anticipation of an order, before being offered for sale, would be considered to be PPDS. Examples may include foods which the consumer self-selects from a chiller cabinet or has to ask a member of staff for, for example, a sandwich or boxed salad on display behind a counter. Food ordered and collected in person by a consumer in a takeaway, may be PPDS if it was packed before it was offered for sale, for example, a wrapped burger, boxed fried chicken or wedges under a hot lamp.<sup>2</sup>

In a retail environment such as a supermarket, the following examples would also be considered to be PPDS, provided they are packed on the premises from which they are being sold before they are offered for sale:

- Fresh (uncooked) pizzas from the deli counter;
- Boxed salads;
- Hot foods such as rotisserie chicken or wedges; and
- Foods that are pre-weighed and packed such as cheese or meats from a delicatessen counter or baked goods from an in-store bakery

<sup>1</sup> <https://www.food.gov.uk/sites/default/files/media/document/food-allergen-labelling-technical-guidance.pdf>

<sup>2</sup> Allergen information provision for foods sold via Distance Communication is governed by Article 14 of FIC. Article 14 does not allow for National Measures as to how allergen information is provided. Online ordering such as direct online or telephone takeaway or restaurant ordering as well as direct online supermarkets and ordering hubs are required to provide allergen information to the consumer at the time of ordering “on the material supporting” the distance selling or “through other appropriate means” and at the time the food is delivered.

## Not PPDS foods

The following are not PPDS but would be considered to be packed on the sales premises at the consumer's request:

- Foods that are freshly prepared and wrapped after the consumer has placed their order, for example a sandwich or burger that is made and wrapped to order.
- Foods that are pre-prepared but not prepacked, for example a sandwich or slice of pizza made in the morning and displayed behind a counter in anticipation of the lunchtime rush and subsequently wrapped for the consumer on ordering.

Food not packed, such as loose items sold to the consumer without packaging and meals served in a restaurant or café are neither PPDS nor packed at the consumer's request.

## 3. Scope of this consultation

This consultation is focused on strengthening the provision of mandatory allergen information for PPDS foods.

The overarching objective of the policy is to improve the provision of information to consumers about food allergens present in PPDS foods so they have greater confidence in the safety of these foods.

This is particularly important because of the distinction made in FIC and FIR on food allergen information provision between prepacked foods and foods that are prepacked for direct sale (PPDS). Namely, that prepacked foods are required to be labelled with full ingredients, with any of the 14 specified food allergens emphasised, for example, in bold text, whereas for PPDS foods, it is permitted to provide information on allergenic ingredients orally or in writing. Concerns have been raised that it can be difficult for consumers to distinguish between prepacked and PPDS foods, and anecdotal evidence suggests that consumers assume that the absence of allergen information on food packaging means food allergens are not contained in the product, which may not be the case for PPDS foods.

## Out of scope

The following issues fall outside the scope of this public consultation:

- The regulation of Precautionary Allergen Labelling (PAL) statements to indicate the unintentional presence of food allergens due to cross-contamination.

This consultation is concerned specifically with the provision of allergen information for intentional ingredients in PPDS foods. FSA guidance on PAL advises that it should only be used when there is a genuine, assessed, unavoidable risk that good manufacturing practice cannot avoid.

- Allergen labelling provision for non-prepacked food ordered via distance selling, for example a takeaway pizza ordered over the phone or via the internet.

Under FIC, mandatory allergen information for non-prepacked food sold via distance selling must be provided to the consumer at the time of ordering on the material supporting the distance selling or through other appropriate means, and at the time the food is delivered.

- Food not packed (such as meals served in a restaurant or café), and food packed on the sales premises at the consumer's request (such as a sandwich prepared in front of the customer, cheese or meat sold loose from a delicatessen counter or bread or pies sold at bakeries).

There is an expectation that in these circumstances, because foods are not already prepacked at the point that the consumer is making their choice, consumers will talk to staff about their allergy requirements so that they can make safe food choices. For example, consumers may request adaptations to the food, such as leaving out an ingredient, before the food is packed and sold. The consumer has a responsibility to tell the food business about their allergy or intolerance, and the business is legally required to provide accurate and clear information on food allergens making it a dual responsibility to help safe selection of foods. To encourage this practice, FSA launched the #EasytoAsk campaign supported by allergy patient groups to remind food businesses to ask customers about dietary needs and empower young people in particular, to ask about allergens when eating out.

Over the longer term, we have an opportunity to review all of food labelling when the UK has left the EU.

## 4. Policy options

Through this consultation we are seeking views on non-regulatory and regulatory policy options to improve the provision of allergen information to consumers for PPDS foods. An Impact Assessment has been prepared to assess the estimated impact of policy options on relevant stakeholders. While we do not expect there to be any costs to consumers, it is possible that businesses could choose to pass on any increase in costs they experience to consumers. More details about expected impacts for each option can be found in the corresponding sections of the Impact Assessment.

The overarching objective of the policies is to improve the provision of information to consumers about food allergens present in PPDS foods. All options are intended to address the policy objective, through a range of regulatory and non-regulatory means. Each option considers various measures that could be put in place to alleviate consumer concerns related to allergen information provision on PPDS foods. Options 1 to 4 represent a sliding scale moving from non-regulatory measures to increasingly prescriptive regulatory measures. Option 1 is aimed at raising consumer confidence without regulatory intervention, through

encouraging changes to business practices around allergens and campaigns to raise awareness for allergic consumers. Options 2 to 4 consider leveraging regulatory measures in order to achieve the same objective of improving the provision of information to consumers.

We have considered a wide range of policy options with stakeholders and can confirm that no potentially viable option has been ruled out of detailed appraisal without substantive reasoning. The policy options for strengthening the UK allergen information provision framework are summarised below. Note that each option need not be considered as exclusive; options may be combined, for example, the non-regulatory option may build upon regulatory options in an escalating hierarchy, or different options may be applied to different sizes of businesses in a two-tiered approach. Government is not putting forward a preferred policy option at this time.

## Non-regulatory option

### Policy option 1 – Promote best practice

This option would not require a legislative change, but to effect change would entail additional activity to promote best practice within the current framework to encourage businesses and consumers to review their knowledge, skills and actions to ensure a safer environment for consumers. It would encompass best practice for all non-prepacked foods, including PPDS. Options for promoting best practice may include:

- Best practice guidance for the catering sector to be produced by the FSA and FSS and made available to all local authorities.
- Cross-stakeholder conference with businesses hosted by Defra, FSA and FSS to discuss best practice and encourage change without a legislative change.
- Public information campaign to highlight allergen knowledge and awareness for food businesses and the general public.

The main benefits of this option are that it has the potential to be designed and implemented in a shorter timescale than that required for a legislative change, and can be adapted to continue to be fit for purpose. It retains maximum flexibility for businesses to make allergen information available on PPDS foods in a way that best suits their business model whilst achieving the policy objectives. Some businesses are already taking action to strengthen their allergen information provision. The FSA and FSS see a public awareness/best practice campaign as essential, whatever the outcome of this review. In relation to this, FSA have launched the #EasytoAsk campaign and relevant businesses have indicated a willingness to directly support a larger repeat of this campaign in their approach to allergen labelling, which could significantly increase awareness. FSS will consider what additional work may be needed in the light of consultation responses.

As this is a non-regulatory measure, there is no guarantee that businesses will change their practices.

## Regulatory options

### Policy option 2 - Mandate “ask the staff” labels on packaging of food prepacked for direct sale, with supporting information for consumers in writing

In the absence of a full list of ingredients, or a list of the allergens contained within the product on the packaging, food prepacked for direct sale would include a label/sticker on the packaging advising consumers to “ask the staff” about allergens. When asked about allergens, staff would have to provide supporting information in writing upon request, before the food was purchased. This information would comprise of either:

- A list of any of the 14 allergens contained within the specific product; or
- A full ingredient list with allergens emphasised.

This sticker would not eradicate the need for businesses to clearly indicate to consumers how allergen information is to be made available for other non-prepacked foods. An example of what the sticker may look like is:



Of the regulatory options proposed, this option is the least costly to implement (see impact assessment) and is already being rolled out by a number of businesses. It would ensure that consumers are consistently prompted to be proactive in talking to staff about allergens when choosing PPDS foods. Anecdotal evidence indicates that it would normalise and encourage food allergic consumers to be proactive in talking to staff about their allergy requirements, so they can make safe food choices.

However, risks associated with this option include failure to provide sufficient information for those consumers who are not sufficiently confident to engage with staff, the availability of appropriately trained staff, and the risk which may ensue if food is taken off the premises and given to a third party food allergic consumer. Unlike the other regulatory options, this option does not carry the risk of mislabelling on the product packaging, but there is still a risk that the written information provided upon request may be incorrect. This risk applies to all options that put allergen information in writing, including options 3 and 4.

### **Policy option 3 - Mandate name of the food and allergen labelling on packaging of food prepacked for direct sale**

This option introduces a regulatory measure requiring PPDS foods to have a label on the packaging to tell the consumer the name of the food and which of the 14 allergenic ingredients in Annex II of the FIC the product intentionally contains.

This option is less difficult for businesses to implement than full ingredient labelling, but more costly than option 2. It gives consumers clear, product specific information on the food packaging, enabling food allergic consumers to make informed choices when purchasing food products. Also, when the consumer takes the food off the premises to eat later or to give to a third party, the information about food allergens is available on the packaging. This option also allows businesses to make some non-allergenic ingredient substitutions without having to change the label on the packaging.

There may be risks associated with this option and it may be challenging to implement correctly, particularly for small and micro businesses, incurring additional administrative, equipment and training costs. For instance, it will increase costs to business as generic packaging would necessarily disappear or need to be supplemented with another label. As mislabelling is the most common source of product recall for prepacked goods, adding a label could introduce the risk of mislabelling incidents, particularly in busy kitchen environments where products containing different food allergens are made simultaneously. As consumers trust labels, this could cause more incidents as consumers may eat wrongly labelled packaged food and may potentially discourage dialogue with staff. In addition, people who are allergic to ingredients that are not on the list of 14 allergenic ingredients laid out in Annex II of the FIC will not benefit from option 3. Overall, the risk of mislabelling is less for this option than the mislabelling risk associated with option 4. This option may also lead to businesses removing certain foods from their menu or limit changes to menus (e.g. one-off specials), thus reducing consumer choice in general. It may require new labelling processes to be instituted on business premises and would require substantial training of staff, to equip them with the knowledge and skills to implement allergen labelling procedures accurately. This option may prompt changes in business practices, e.g. moving from PPDS foods to packing foods on the premises at the consumer's request.

### **Policy option 4 - Mandate name of the food and full ingredient list labelling, with allergens emphasised, on packaging of food prepacked for direct sale**

This option introduces a regulatory measure requiring PPDS foods to have a label naming the food and listing the full ingredients with allergens emphasised on the packaging.

Labelling will need to be compliant with Article 9 (1) a - c of FIC:

- a. the name of the food
- b. the list of ingredients

- c. any ingredient or processing aid listed in FIC Annex II or derived from a substance or product listed in Annex II causing allergies or intolerances used in the manufacture or preparation of a food and still present in the finished product, even if in an altered form, would be emphasised to stand out from the other ingredients in the list.

This option introduces a consistent approach to labelling of ingredients for food that is prepacked and prepacked for direct sale. It may give food allergic consumers more trust in the food they are eating and help consumers with food allergies and intolerances beyond those mandatorily defined by FIC. It doesn't rely on staff having to provide accurate information on allergens directly to consumers, but a labelling process will be required on the premises, and staff will need to be sufficiently trained to implement labelling procedures accurately. As with option 3, full ingredient labelling would increase costs to business as generic packaging would necessarily disappear or need to be supplemented with additional labelling. Adding a label may introduce the risk of mislabelling incidents, particularly in busy kitchen environments where products containing different allergens are made simultaneously, and this option carries the greatest mislabelling risk. As consumers trust labels, this could cause more incidents as consumers may eat wrongly labelled packaged food. This option may lead to businesses removing certain foods from their menu or limit changes to menus (e.g. one-off specials), to avoid the costs of extra labelling, potentially reducing consumer choice in general. Additionally, the cost of full labelling may potentially stifle innovation and new product development and may constrain supply chain purchases and availability.

## 5. Questions

### Section 1 - About you

#### 1. Would you like your response to remain confidential?

- a. Yes
- b. No

If you answered yes to this question please give your reason.

#### 2. What is your name?

#### 3. What is your email address?

#### 4. Please tell us who you are responding as?

- a. An individual – You are responding with your personal views, rather than as an official representative of a business / business association / other organisation.
- b. Non-governmental organisation – In an official capacity as the representative of a non-governmental organisation / trade union / academic institution / other organisation.

- c. Business – In an official capacity representing the views of an individual business.
- d. Public sector body – In an official capacity as a representative of a local government organisation / public service provider / other public sector body in the UK or elsewhere.

### **If responding as an individual**

#### **5. What is your age?**

- a. 0-15
- b. 16-24
- c. 25-34
- d. 35-44
- e. 45-54
- f. 55-64
- g. 65-74
- h. 75-84
- i. 85+

#### **6. What nation of the UK do you live in?**

- a. England
- b. Wales
- c. Scotland
- d. Northern Ireland

#### **7. Do you or someone in your family have any food allergies or intolerances?**

- a. Yes
- b. No

### **If responding as an organisation, business, or public body**

#### **8. What is the name of your business/ organisation?**

#### **9. Where does your business/organisation operate?**

- a. England
- b. Wales
- c. Scotland
- d. Northern Ireland

### **If business**

#### **10. What is the size of your business?**

- a. Micro (9 employees or less)
- b. Small (10 – 49 employees)
- c. Medium (50 – 249 employees)

- d. Large (250+ employees)

**11. Do you sell products that are prepacked for direct sale (PPDS) as defined in FSA guidance<sup>3</sup>?**

- a. Yes
- b. No

If 'yes', please answer questions 12 to 14. If 'no' please skip to question 15.

**12. Approximately how many individual stock keeping units (SKUs)<sup>4</sup> of PPDS products do you stock each day? (if you have seasonal products, please consider an average across the year)**

- a. 1-10
- b. 11-19
- c. 20-29
- d. 30-49
- e. More than 50

**13. What proportion of total units sold does this make up?**

- a. Less than 10%
- b. 10-29%
- c. 30-49%
- d. 50-69%
- e. 70-89%
- f. 90% or more

**14. What methods of allergen information provision do you currently provide on PPDS products?**

- a. Provision of verbal information with visible prompts in store
- b. Written information available to consumers upon request
- c. Visible written allergen information somewhere in the store
- d. Allergen information on, or near, products
- e. Full ingredient labelling
- f. Other, please specify

Please provide additional details

<sup>3</sup> <https://www.food.gov.uk/sites/default/files/media/document/food-allergen-labelling-technical-guidance.pdf>

<sup>4</sup> A stock keeping unit (SKU) is a distinct type of item for sale and all attributes associated with the item type that distinguish it from other item types.

## Section 2 – Prepacked for Direct Sale (PPDS) definition

FIC defines prepacked food, and what is not prepacked, but it doesn't provide a specific definition of prepacked for direct sale (PPDS). For the purpose of this consultation, we are using the FSA interpretation of PPDS below.

***“Prepacked foods for direct sale (PPDS): This applies to foods that have been packed on the same premises from which they are being sold. Foods prepacked for direct sale are treated in the same way as non-prepacked foods in EU FIC's labelling provisions. For a product to be considered 'prepacked for direct sale' one or more of the following can apply:***

- *It is expected that the customer is able to speak with the person who made or packed the product to ask about ingredients.*
- *Foods that could fall under this category could include meat pies made on site and sandwiches made and sold from the premises in which they are made.”*

### 15. Do you agree with this interpretation?

- a. Yes
- b. No

Please provide a justification for your response. If you answered 'no' to question 15, please indicate any other factors that you think should be taken in to account when considering whether a product is PPDS.

### 16. This consultation is focussed on the provision of allergen information for PPDS foods. Do you think government should consider reviewing in future the way that allergen information is presented to consumers for other types of non-prepacked food?

- a. Yes
- b. No

If yes, please answer questions 17. If 'no' please skip to question 18.

### 17. What other types of food should government review?

- a. Food packed on the sales premises at the consumer's request
- b. Food not packed, such as loose items sold to the consumer without packing and meals served in a restaurant or café
- c. Non-prepacked food ordered via distance selling, for example a takeaway pizza ordered over the phone or via the internet
- d. Other

Please provide a justification for your response.

## Section 3 - Policy options

### 18. What is your preferred policy option and why?

- a. Option 1
- b. Option 2
- c. Option 3
- d. Option 4
- e. A combination of options
- f. I do not have a preference
- g. I don't agree with any policy option
- h. I do not have enough information to make a choice

Please provide a justification for your response.

If 'e'

### 19. You stated that your preferred policy option is a combination. What combination would you prefer?

- a. 2 and 3 based on business size
- b. 2 and 4 based on business size
- c. 3 and 4 based on business size
- d. Other, please specify

If a, b or c

### 20. You stated that you preferred a two tiered approach based on businesses size, do you think the lower tier option should apply to only micro businesses, or small and micro businesses?

- a. Micro
- b. Micro and Small

### 21. Policy option 1 outlines additional activity to promote best practice within the current framework to encourage businesses and to review their knowledge, skills and actions to ensure a safer environment for consumers. These options may include:

- Best practice guidance for the catering sector to be produced by FSA and made available to all local authorities;
- Cross stakeholder conference with businesses hosted by Defra and FSA to discuss best practice and encourage change without amendments to legislation;
- Public information campaign to highlight allergen knowledge and awareness for food businesses and the general public.

Do you have any other suggestions for what might be included to promote best practice and how government can support businesses in reaching this? Please include examples that may currently be used by businesses.

**22. Do you think promoting best practice should be combined with the other policy options?**

- a. Yes
- b. No
- c. Other, please specify

**23. Option 2 mandates “ask the staff” labels on packages of food prepared for direct sale with a requirement for supporting information for consumers to be made available in writing. Do you think the written information should only include allergen information, or a full list of ingredients?**

- a. Allergen information only
- b. Full list of ingredients
- c. I am indifferent
- d. Don't know

Please provide justification for your response.

**24. For full ingredient labelling (option 4) do you think allergens should be emphasised (e.g. in bold text) as per FIC regulations for prepacked food?**

- a. Yes
- b. No

**25. We have proposed a number of policy options to improve the provision of allergen information for PPDS foods. Are there alternative options not proposed that we should be considering? An example of this could be mandating written information setting out which of the 14 allergens may be present in products on the premises.**

- a. Yes
- b. No

If yes, please provide details of what alternative option you would like to see to improve the provision of allergen information for PPDS foods.

## Section 4 – Business size definition, exemptions and implementation

**26. For the purpose of this consultation, we define business size based on the number of employees in accordance with the categories below. Do you agree with this definition?**

- Micro (0-9 employees)

- Small (10-49 employees)
  - Medium (50-249 employees)
  - Large (250+ employees)
- a. Yes
- b. No

If no

27. What criteria would you suggest we define business size by?

- a. Number of outlets/branches
- b. Turnover
- c. Number of units sold
- d. Other, please specify

Please give details about your proposed thresholds for micro, small, medium and large businesses.

28. Are there any policy options you think small and micro businesses should be exempt from?

- a. No, I think all businesses should be included in **all** policy options
- b. I think micro businesses should be exempt from **all** policy options
- c. I think small and micro business should be exempt from **all** policy options
- d. I think small and micro business should be exempt from **some** policy options
- e. I think micro businesses should be exempt from **some** policy options

If you have selected 'd' or 'e'

29. Which policy options do you think small and micro businesses should be exempt from?

Please provide a justification for your response

30. How long do you think businesses should be given to implement the new policy?

	Less than 6 months	6 months to a year	A year to two years	Up to three years	Up to 5 years
Option 1					
Option 2					
Option 3					

Option 4					
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Please provide a justification for your response

## Section 5 - Impact assessment

**31. We have estimated that there are 7,785 businesses in the UK that primarily sell PPDS foods, however we have limited data outlining the PPDS sector, and as such there is a difficulty in establishing which businesses will be affected by any changes to regulations regarding PPDS foods. Do you agree with this estimation? If you answered 'no', please provide supporting evidence relating to the size, or composition of the PPDS market.**

- a. Yes, I agree
- b. No, (please provide supporting evidence)

**32. Option 2 requires written allergen information to be provided to consumers upon request. This is currently a non-monetised cost as it is unclear the extent to which businesses already provide this information on their premises. Do you have any supporting evidence to help us quantify these costs? Please include any evidence as to how many businesses are currently doing this, and if you're a business, whether you are currently doing this, and the costs of doing so?**

**33. We have based our calculation of the labelling costs on previous research, which outlines that minor labelling changes cost in the range of £10 - £1,800 per stock keeping unit (SKU). Uprating these to 2018 prices, we assume that the cost of re-labelling to be £10.99 per SKU for small and micro businesses, and £1978.59 per SKU for medium and large businesses. Do you agree with these costs?**

- a. Yes, I agree with these cost estimations
- b. No (please provide supporting evidence)

**34. We have assumed that, on average, a business selling PPDS foods will have 20 different products, however this is not currently based on evidence. Do you agree with this assumption? Please provide any supporting evidence if possible.**

- a. Yes
- b. No

**35. We currently do not have sufficient evidence to accurately calculate the labelling costs of Option 4: Name and full ingredient labelling. Anecdotal evidence, however, suggests that these costs would be higher than the other options. Do you have any supporting evidence relating to the costs of full ingredient labelling?**

- a. Yes, please provide further details
- b. No

**36. Are there any other cost assumptions or calculations that are incorrect, or you wish to submit additional evidence for?**

- a. Yes, please provide further details
- b. No

**If yes, are you referring to a specific policy option?**

- a. Option 1
- b. Option 2
- c. Option 3
- d. Option 4
- e. All options

**37. Are there any costs which we have not considered?**

- a. Yes, please provide details
- b. No

**If yes, are you referring to a specific policy option?**

- a. Option 1
- b. Option 2
- c. Option 3
- d. Option 4
- e. All options

**38. Will cost of implementing any of the policy options lead to changes in how businesses operate (for example, how PPDS products are sold, or prepared or packed)?**

- a. Yes, please provide details
- b. No

**If yes, are you referring to a specific policy option?**

- a. Option 1
- b. Option 2
- c. Option 3
- d. Option 4

- e. All options

**39. Are there any impacts to consumers, businesses, or government that have not been considered?**

- a. Yes, please provide details
- b. No

**If yes, are you referring to a specific policy option?**

- a. Option 1
- b. Option 2
- c. Option 3
- d. Option 4
- e. All options

**40. Do you have any further evidence or data you wish to submit for us to consider for our final impact assessment or any specific comments on the methodology or assumptions made?**

- a. Yes, please provide further evidence which could be used to improve our estimates.
- b. No

**If yes, are you referring to a specific policy option?**

- a. Option 1
- b. Option 2
- c. Option 3
- d. Option 4
- e. All options

## Section 6 - Reporting non-fatal anaphylactic shock incidents ("near misses")

If someone with a food allergy eats that food allergen in a catering establishment without knowing it, they could have an allergic reaction that becomes an anaphylactic shock. If they receive medical help and it proves to be non-fatal, this is a near miss. Incidents of suspected food allergy reactions are not currently automatically communicated to the relevant Local Authority nor to the FSA. Consequently, non-compliant food businesses may not be reported to enforcement bodies and continue to operate, posing a potential health risk to those with a food hypersensitivity.

The FSA have been working with local authorities in Yorkshire, on a pilot scheme to improve the notification of incidents between businesses, Local Authorities and the NHS. The reported near misses would trigger a priority inspection of the food business through the relevant Local Authority ensuring that non-compliances are identified and solved. Such

a system would also allow Local Authorities to work with specific Food Business Operators to help them better understand their obligations and requirements and understand the significance of the potential health and financial consequences of non-compliance.

**41. Serious, non-fatal incidents of anaphylactic shock relating to consumption of a food allergen in a catering establishment are not currently automatically communicated to the relevant authorities. We invite your views on how the relevant authorities (e.g. NHS, Local Authority and FSA) can work more cooperatively together and with the public to increase local awareness and share data on the quality of food allergen management from local businesses so that rapid inspection action can be taken.**

## 6. Why we are consulting

Defra, alongside the FSA in England, Wales and Northern Ireland, Food Standards Scotland and DHSC, values the importance of this period of consultation to ensure that, if there are changes to be made to the current landscape, we have listened to all interested parties.

By publishing this consultation Defra, FSA and FSS also wish to meet the obligation to consult under Article 9 of EU Regulation 178/2002 laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety and under the Food Safety Act 1990 and Food Safety (Northern Ireland) Order 1991.

## 7. How to respond

Consultation launched: 25 January 2019

We encourage respondents to provide not just their opinions but also the supporting facts and reasoning to inform the evidence base for the development of final proposals. Respondents do not have to answer all the questions and so can choose those of specific interest. Questions which you do not wish to respond to can be left blank.

Please respond by 29 March 2019

Please respond through the online survey (Citizen Space) accessible via the following link: <https://consult.defra.gov.uk/agri-food-chain-directorate/consultation-on-amending-allergen-information>

If you cannot respond online, you can request a copy of the survey and a response form by e-mailing [allergenlabellingreview@defra.gsi.gov.uk](mailto:allergenlabellingreview@defra.gsi.gov.uk). Queries and completed surveys can also be sent here.

Alternatively you can respond via post at the addresses below, specifying which question(s) you are responding to:

Allergen Labelling Review Team  
Defra  
Room 202, Zone 2  
1-2 Peasholme Green  
York  
YO1 7PX

## Confidentiality and data protection

This consultation document and consultation process have been planned to adhere to the Consultation Principles issued by the Cabinet Office.

Representative groups are asked to give a summary of the people and organisations they represent and where relevant who else they have consulted in reaching their conclusions when they respond.

Information provided in response to this consultation, including personal data, may be published or disclosed in accordance with the access to information regimes these are primarily the Environmental Information Regulations 2004 (EIRs), the Freedom of Information Act 2000 (FOIA) and the Data Protection Act 2018 (DPA). We have obligations, mainly under the EIRs, FOIA and DPA, to disclose information to particular recipients or to the public in certain circumstances.

If you want the information that you provide to be treated as confidential, please be aware that, as a public authority, the Department is bound by the Freedom of Information Act and may therefore be obliged to disclose all or some of the information you provide. In view of this it would be helpful if you could explain to us why you regard the information you have provided as confidential. If we receive a request for disclosure of the information we will take full account of your explanation, but we cannot give an assurance that confidentiality can be maintained in all circumstances. An automatic confidentiality disclaimer generated by your IT system will not, of itself, be regarded as binding on the Department.

This consultation is being conducted in line with the Cabinet Office "Consultation Principles" and be found at: <https://www.gov.uk/government/publications/consultation-principles-guidance>

If you have any comments or complaints about the consultation process, please address them to:

Consultation Coordinator  
Area 1C, 1st Floor  
Nobel House

17 Smith Square,

London, SW1P 3JR.

Or email: [consultation.coordinator@defra.gsi.gov.uk](mailto:consultation.coordinator@defra.gsi.gov.uk)

## Sharing responses

This consultation is about potential changes to the Food Information Regulations **2014** in England and similar regulations in Northern Ireland, Scotland and Wales. It is a joint UK-wide consultation with Defra, the Food Standards Agency (FSA) in England, Wales and Northern Ireland, the Food Standards Scotland (FSS), and the Department for Health and Social Care (DHSC). Any responses to this consultation will be shared with the FSA in England, Wales, Northern Ireland, the FSS and DHSC to help make any potential changes to the regulations that are necessary to protect public health in the UK.

# Appendix A - Allergenic foods

There are 14 substances or products causing allergies or intolerances which (unless exempted<sup>5</sup>) are legally considered to be mandatory information for consumers under FIC. This requirement is extended to all foods provided to consumers and includes food that is:

- Prepacked (e.g. a bar of chocolate, a sealed packet of crisps, a jar of sauce or a can of soup);
- Not prepacked (e.g. restaurant meals);
- Packed at the consumer's request (e.g. a deli sandwich prepared, wrapped and handed to the customer); or
- Prepacked for direct sale (PPDS; e.g. a sandwich prepacked before the customer chooses it).

If a food product contains or uses an ingredient or processing aid derived from one of the substances or products listed below, it will need to be declared by the Food Business Operator to the consumer on the packaging for prepacked foods, or, for non-prepacked foods, by any means the Food Business Operator chooses, including orally by a member of staff.

1. Cereals containing gluten, namely: wheat (such as spelt and khorasan wheat), rye, barley, oats and their hybridised strains and products thereof
2. Crustaceans and products thereof;
3. Eggs and products thereof;
4. Fish and products thereof,
5. Peanuts and products thereof;
6. Soybeans and products thereof,
7. Milk and products thereof (including lactose),
8. Nuts, namely: almonds, hazelnuts, walnuts, cashews, pecan nuts, Brazil nuts, pistachio nuts, macadamia or Queensland nuts, and products thereof,
9. Celery and products thereof;
10. Mustard and products thereof;
11. Sesame seeds and products thereof;
12. Sulphur dioxide and sulphites >10mg/kg or 10mg/L;
13. Lupin and products thereof;
14. Molluscs and products thereof.

This list is consistent across the EU and cannot be amended by individual Member States.

<sup>5</sup> Some ingredients made from the allergens listed above will not cause an allergic reaction because they have been highly processed (for example fully refined soya oil or wheat glucose syrups). This is because the allergen/protein has been removed and the product has been assessed by the European Food Safety Authority (EFSA) as not possessing an allergenic risk to the consumer. A full list of exemptions is available at [Annex II of FIC](#)

## Appendix B – Glossary of terms

**Coeliac disease:** Coeliac disease is an autoimmune condition. This is where the immune system – the body's defence against infection – mistakenly attacks healthy tissue. In coeliac disease, the immune system mistakes substances found inside gluten as a threat to the body and attacks them. This damages the surface of the small bowel (intestines), disrupting the body's ability to absorb nutrients from food.

**Distance selling:** This refers to the selling and buying of goods or services (for purposes of these guidance notes – prepacked, prepacked for direct sale and non-prepacked foods) without direct face to face contact; for example, selling food by internet (internet shopping, online takeaway aggregators etc.), mail order, telephone or television.

**Food allergen:** The substance in a food that can cause an allergic reaction in certain people is called an allergen. These are normally proteins and in some people, the immune system thinks allergens are foreign or dangerous. The EU states 14 specific foods which are of public health importance (most potent and prevalent food allergens in Europe) which are listed in Annex II to the EU FIC. However, the list is not exclusive and many people can be allergic to foods not on this list.

**EU Food Information to Consumers Regulation (No.1169/2011; FIC):** On 25 October 2011, the European Parliament and the Council adopted Regulation (EU) No 1169/2011 (1) on the provision of food information to consumers (FIC). The overall aims of FIC are: to allow consumers to have the information they need to make informed and healthy food choices, and to ensure they are not being misled; and to protect consumers with food allergies and intolerances by providing them with sufficient and clear information to make safe food choices. FIC has applied since 13 December 2014, with the exception of the provisions concerning the nutrition declaration which have applied since 13 December 2016.

**Food Information Regulations 2014:** The main purpose of the Food Information Regulations (FIR), and equivalent regulations in Wales, Scotland and Northern Ireland, is to put enforcement provisions in place to enable certain provisions of EU Regulation (EU) No 1169/2011 on the provision of food information to consumers (FIC) to be enforced. In addition, the Regulations take advantage of derogations contained in FIC and carry forward some (EU permitted) national measures, including provision allowing information on allergens for non-prepacked foods to be provided in any manner including orally.

**Food allergy:** An adverse reaction to a food that involves the immune system and can be a potentially life-threatening condition. Symptoms can appear within minutes, or up to several hours after a person has eaten a food they are allergic to. There is no cure for food allergy. An allergic individual must avoid the food which makes them ill.

**Food business operator:** This is defined in EU Regulation No. 178/2002 (Article 3(3)) (General Food Law) as 'the natural or legal persons responsible for ensuring that the requirements of food law are met within the food business under their control'. A food business (as referred to in Article 3(2)) is also defined in the same regulation, as 'any

undertaking, whether for profit or not and whether public or private, carrying out any of the activities related to any stage of production, processing and distribution of food'.

**Food intolerance:** A food intolerance is difficulty in digesting certain foods and having a physical reaction to them. Food intolerances do not involve the immune system and are generally not life-threatening. However, they can make someone feel very ill or affect their long-term health. Examples of food intolerance include lactose and gluten intolerance.

**Ingredient:** This is defined in Article 2(2)(f) of FIC as 'any substance or product, including flavourings, food additives and food enzymes, and any constituent of a compound ingredient, used in the manufacture or preparation of a food and still present in the finished product, even if in an altered form; residues shall not be considered as 'ingredients'.

**Label:** This is defined in Article 2(2)(i) of FIC as 'any tag, brand, mark, pictorial or other descriptive matter, written, printed, stencilled, marked, embossed or impressed on, or attached to the packaging or container of food'.

**Mass caterer:** This is defined in Article 2 (2)(d) of EU FIC as 'any establishment (including a vehicle or a fixed or mobile stall), such as restaurants, canteens, schools, hospitals and catering enterprises in which, in the course of a business, food is prepared to be ready for consumption by the final consumer'.

### **Non-prepacked foods:**

- In a physical retail environment this is likely to apply to foods which are sold loose from a delicatessen counter (e.g. cold meats, cheeses, quiches, pies and dips), fresh pizza, salad bars, bread sold in bakery shops, meat from butchers, pick and mix confectionery (including individually wrapped sweets and chocolates), etc.
- In a catering environment this is likely to apply to foods which are not sold prepacked, for example food from a takeaway, or meals served in a canteen or a restaurant.

### **Packed on the sales premises at the consumer's request:**

Examples may include:

- Foods that are freshly prepared and wrapped after the consumer has placed their order, for example a burger that is made and wrapped to order.
- Foods that are pre-prepared but not prepacked, for example a sandwich or slice of pizza made in the morning and displayed behind a counter in anticipation of the lunchtime rush and subsequently wrapped for the consumer on ordering.

**Prepacked foods:** This refers to any food put into packaging before being offered for sale for example a bar of chocolate, a sealed packet of crisps, a jar of sauce or a can of soup. All the following must apply:

- the food is either fully or partly enclosed by the packaging;
- the food cannot be altered without opening or changing the packaging

- the product is ready for sale to the final customer or to a mass caterer. (Adapted from the definition in Article 2 (2)(e) of EU FIC).

**Prepacked foods for direct sale (PPDS):** This applies to foods that have been packed on the same premises from which they are being sold. Foods prepacked for direct sale are treated in the same way as non-prepacked foods in EU FIC's labelling provisions. For a product to be considered 'prepacked for direct sale' one or more of the following can apply:

- It is expected that the customer is able to speak with the person who made or packed the product to ask about ingredients.
- Foods that could fall under this category could include meat pies made on site and sandwiches made and sold from the premises in which they are made.

Examples of PPDS may also include foods pre-weighed, packed and sealed from delicatessen counters, in store bakeries or sweet shops.

## Appendix C – Reference material

### Regulations

[The Food Information to Consumers Regulation \(EU 1169/2011; FIC\)](#)

[The Food Information Regulations 2014](#)

[The Food Information \(Wales\) Regulations 2014](#)

[The Food Information \(Scotland\) Regulations 2014](#)

[The Food Information Regulations \(Northern Ireland\) 2014](#)

[The Food Safety Act 1990](#)

[The Food Safety \(Northern Ireland\) Order 1991](#)

### Guidance

FSA guidance (England, Scotland, Wales and Northern Ireland): [Food allergen labelling and information requirements under the EU Food Information for Consumers Regulation No. 1169/2011: Technical guidance](#)

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 <sup>st</sup> March 2019
<b>Subject:</b>	Newry Tennis Bubble
<b>Reporting Officer (Including Job Title):</b>	Conor Haughey, Head of Outdoor Leisure
<b>Contact Officer (Including Job Title):</b>	Conor Haughey, Head of Outdoor Leisure

<table><tr><td>For decision</td><td></td><td>For noting only</td><td>x</td></tr></table>		For decision		For noting only	x
For decision		For noting only	x		
1.0	<b>Purpose and Background</b>				
1.1	<p>An update report was presented to Committee on 17<sup>th</sup> January 2019 re the progress on the delivery of the tennis bubble.</p> <p>This report advised committee that Planning permission for the works had been applied and was pending the next committee for approval, however we were still not in receipt of the formal letter of offer from SPORT NI for the £90,000 funding part of the project at that stage.</p> <p>H.E.D since had raised concern that proposals may have an adverse impact upon the listed school building adjacent. This concern was clarified and addressed by Council, however this led to planning not being able to be approved until the March Committee.</p> <p>Planning has been approved on the 13<sup>th</sup> March 2019, and Council received the letter of offer form Sport NI in early February 2019.</p> <p>Our estates Department had identified the contractor and supplier to deliver the project through the CPD process.</p> <p>However due to the project not being able to be fully completed and delivered between 13<sup>th</sup> and 31<sup>st</sup> March 2019, Council officers advised the funders, that the project cannot be progressed within this financial year.</p> <p>AHC officers shall resubmit an application and business case to Your School Your Club Again, with a hope of drawing down the funding again within the 2019/2020 financial year in order to deliver the project for the local and wider tennis communities and pupils of Our Lady's Grammar School.</p>				
2.0	<b>Key issues</b>				
2.1	<ul style="list-style-type: none"><li>• The Sport NI fund must be utilised and spent before 31<sup>st</sup> March 2019</li><li>• Works could only commence once planning was approved After the 13<sup>th</sup> March</li><li>• 8-10 week delivery of the bubble_</li><li>•</li></ul>				
3.0	<b>Recommendations</b>				
3.1	That the Committee note the report.				

<b>4.0</b>	<b>Resource implications</b>
4.1	Officers time
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	No equality or good relations adverse impact is anticipated.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	Officers confirm due regard to rural needs has been considered.
<b>7.0</b>	<b>Appendices</b>
	None
<b>8.0</b>	<b>Background Documents</b>
	N/A

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 <sup>st</sup> March 2019
<b>Subject:</b>	Introduction of Angling Participation Officer across the Council
<b>Reporting Officer (Including Job Title):</b>	Conor Haughey, Head of Outdoor Leisure
<b>Contact Officer (Including Job Title):</b>	Ryan Flynn, Sports Development Officer

For decision	For noting only	x
<b>1.0</b>	<b>Purpose and Background</b>	
1.1	<p>AHC committee approved in December 2018 a possible partnership with financial support to the value of £8k over the next three years with Angling NI. This partnership was to establish a post of an Angling Participation Officer with the aim of bringing more people into the sport of angling, particularly young people, women and those from disadvantaged areas.</p> <p>Outdoor recreation NI were to be responsible for the recruitment and management of the post, however D.E.A.R.A &amp; Sport NI have now withdrawn their part funding to ORNI and therefore this partnership is no longer viable.</p>	
<b>2.0</b>	<b>Key issues</b>	
2.1	<ul style="list-style-type: none"> <li>The scheme is now no longer cost effective for Council to support the total costs for this post.</li> <li></li> </ul>	
<b>3.0</b>	<b>Recommendations</b>	
3.1	That the Committee note the report	
<b>4.0</b>	<b>Resource implications</b>	
4.1	n/a	
<b>5.0</b>	<b>Equality and good relations implications</b>	
5.1	No equality or good relations adverse impact is anticipated.	
<b>6.0</b>	<b>Rural Proofing implications</b>	
6.1	Officers confirm due regard to rural needs has been considered and this report has not been subject to a rural needs impact assessment.	
<b>7.0</b>	<b>Appendices</b>	
	N/A	
<b>8.0</b>	<b>Background Documents</b>	
	N/A	

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 <sup>st</sup> March 2019
<b>Subject:</b>	Summer Scheme
<b>Reporting Officer (Including Job Title):</b>	Michael Lipsett, Director Active Healthy Communities
<b>Contact Officer (Including Job Title):</b>	Janine Hillen, Assistant Director Community Engagement Conor Haughey, Head of Outdoor Leisure Kieran Gordon, Head of Indoor Leisure

For decision	For noting only	X
<b>1.0</b>	<b>Purpose and Background</b>	
1.1	<p>Within both legacy Newry and Mourne and Down District Councils', summer schemes were provided via each Council's leisure centres. Following the formation of the new Council, a selection of the legacy Down District Council leisure centres transitioned to Community Engagement section.</p> <p>The scheme pricing and programming was subject to the "levelling up" principle agreed by Council prior to the formation of the new Council and therefore since 2015, Council organised summer schemes have been held in Newry Leisure Centre, Downpatrick Leisure Centre, Newcastle Leisure Centre which are part of the Indoor Leisure section and also Ballynahinch Centre and the Bridge Centre Killyleagh which sit within the Community Engagement section.</p>	
<b>2.0</b>	<b>Key issues</b>	
2.1	<p>A review of summer schemes has been conducted and a number of issues were identified:</p> <ul style="list-style-type: none"> <li>• Cost – perception that Council schemes not competitive against other local community providers or in comparison to neighbouring Council areas.</li> <li>• Ratios – concerns that staff and children ratios were not always in line with safeguarding guidelines</li> <li>• Recruitment – obtaining sufficient numbers of seasonal staff poses an ongoing problem</li> <li>• Programming – perception that this has not been evolving to meet current needs of young people, has not been varied enough to provide age appropriate activities for all the young people attending and occasions where younger children were getting very tired in the afternoon due to the scheme duration.</li> <li>• Additional care and needs - some facilities had increased numbers of children with additional needs coming through main stream registration which has led to staffing challenges</li> <li>• Future – with the Community Centre effectiveness review, potential concern regarding ability to adequately resource provision in the future</li> </ul>	
2.2	<p>Officers within Community Engagement, Indoor Leisure and Outdoor Leisure/Sports Development have now conducted a review and propose the following:</p> <ul style="list-style-type: none"> <li>• Continue to maintain Council led summers schemes for age group of 6-11 year old and for duration of Mon-Fri 9.30am-3.30pm – Down Leisure Centre,</li> </ul>	

	<p>Newry Leisure Centre, Newcastle Centre, Ballynahinch Centre and the Bridge Centre Killyleagh for the 2019 Summer season.</p> <ul style="list-style-type: none"> <li>• Sport Development team to assist facility managers with the coordination of activities and sports coaching sessions as part of the summer scheme programme</li> <li>• Proposal for the Council to tender for suitably qualified organisations to assist council run summer schemes to include the provision of suitably trained staff with age and ability appropriate programmes suitable to each location.</li> <li>• Review to be carried out later in 2019 on potential future concern regarding ability to adequately resource provision in community centres</li> </ul>
<b>3.0</b>	<b>Recommendations</b>
3.1	<p>To note the recommendation as set out in section 2.2 of this report:</p> <ul style="list-style-type: none"> <li>• Maintain operating times as per 2018 and implement a "price freeze" and maintain the 2018 pricing schedule for the 2019 Summer Schemes.</li> <li>• Provide a revised and enhanced activity scheme by providing a number of sports coaching sessions as part of the schemes</li> <li>• Tender for suitably qualified organisations to assist council run summer schemes</li> <li>• To ensure programming of schemes are suitable to each location</li> </ul>
<b>4.0</b>	<b>Resource implications</b>
4.1	<p>Officer time – to make staff and customers aware of arrangements</p> <p>Officer time – to carry out the tender process if required and overall management of the advertising and bookings.</p>
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	<p>The proposal has explored options and taken consideration of potential impact of suggested actions. It is not anticipated that this recommendation would have an adverse impact upon equality of opportunity and good relations.</p>
<b>6.0</b>	<b>Rural Proofing implications</b>
	<p>The proposal and recommendations tabled for consideration do not fall within an activity subject to Section 1 (1) of the Rural Needs Act (NI) 2016</p>
<b>7.0</b>	<b>Appendices</b>
	N/A
<b>8.0</b>	<b>Background Documents</b>
	N/A

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 <sup>st</sup> March 2019
<b>Subject:</b>	Flooding at Jim Steen Park Newtownhamilton
<b>Reporting Officer (Including Job Title):</b>	Conor Haughey, Head of Outdoor Leisure
<b>Contact Officer (Including Job Title):</b>	Declan Crilly Outdoor Leisure Officer

<table><tr><td>For decision</td><td></td><td>For noting only</td><td>x</td></tr></table>		For decision		For noting only	x
For decision		For noting only	x		
1.0	<b>Purpose and Background</b>				
1.1	<p>Flooding issues at Jim Steen Park were reported at the Active and Healthy Communities report in January 2019. The flooding fault was identified by the Rivers Agency in relating to flooding around the entrance of Jim Steen Park.</p> <p>Council agreed to write to the Rivers Agency requesting that they seek alternative options to alleviate the flooding risk at Jim Steen Park, Newtownhamilton.</p>				
2.0	<b>Key issues</b>				
2.1	<ul style="list-style-type: none"><li>• The Rivers Agency has replied to Council’s correspondence, suggesting that it is possible to complete a Schedule 6 Drainage Applications Form which would include detailed drawing/specification that the Rivers Agency would then consider. This must come from the landowners adjacent to the council owned land at Jim Steen Park.</li><li>• All costs would be paid by the private adjoining landowners, and all parties would have to agree to the changes.</li></ul>				
3.0	<b>Recommendations</b>				
3.1	That the Committee note the report.				
4.0	<b>Resource implications</b>				
4.1	Officers time				
5.0	<b>Equality and good relations implications</b>				
5.1	No equality or good relations adverse impact is anticipated.				
6.0	<b>Rural Proofing implications</b>				
6.1	Officers confirm due regard to rural needs has been considered.				
7.0	<b>Appendices</b>				
8.0	<b>Background Documents</b>				
	N/A				

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Downpatrick Neighbourhood Renewal Partnership (NRP) Report
<b>Reporting Officer (Including Job Title):</b>	Janine Hillen, Assistant Director Community Engagement
<b>Contact Officer (Including Job Title):</b>	Damien Brannigan, Head of Engagement

<table border="1"><tr><td>For decision</td><td>For noting only</td><td>X</td></tr></table>		For decision	For noting only	X
For decision	For noting only	X		
<b>1.0</b>	<b>Purpose and Background</b>			
1.1	<p>To note the attached Minutes of the Downpatrick Neighbourhood Renewal Partnership (NRP) Meeting held on Tuesday 20 November 2018 which were approved at the Downpatrick NRP Meeting held on Monday 11 February 2019.</p> <p>To update the Committee on the on-going work of the Downpatrick NRP as follows:</p> <p><b>South Eastern Regional College Driving to Success Programme:</b></p> <ul style="list-style-type: none"><li>• 31 participants enrolled on the Driving to Success Programme in 2018/2019 (24 females and 7 males).</li><li>• 11 participants started taking driving lessons in October 2018. 7 passed their theory test and 2 have booked theory tests. There are also 8 practical driving tests booked.</li><li>• 27 participants completed the programme of study in 2018/2019. 4 left the project due to relocation, own health and personal circumstances.</li><li>• Participants began studying subjects such as OCN NI Level 2 Certificate in Vocational Skills and OCN NI Fundamentals of Using IT.</li></ul> <p><b>Surestart Family Health &amp; Wellbeing Programme:</b></p> <ul style="list-style-type: none"><li>• 13 engaged in the New Parent Programme.</li><li>• 50 individuals attended the Healthy Lifestyle Programme.</li><li>• 12 families attended drop in health visitor clinics.</li><li>• 12 attended the new mum groups.</li><li>• Onward referrals and partnership working continues regarding foodbank, mental health, and housing.</li><li>• 4 families have been referred to the Support Home Visiting Service.</li></ul> <p><b>County Down Rural Community Network Health &amp; Community Engagement Programme:</b></p> <ul style="list-style-type: none"><li>• 49 volunteers were supported.</li><li>• 22 members attended Mental Health Awareness Course</li><li>• Ongoing support and administration provided to 8 groups</li><li>• Participants attended various Healthy Lifestyle Programmes.</li><li>• Allotments still full to capacity.</li></ul>			

	<b>Downpatrick NRP:</b> <ul style="list-style-type: none"> <li>Funding was secured from DfC for a new play park in Meadowlands.</li> <li>Consultation took place with Playboard and Meadowlands Community Association regarding equipment for the play park.</li> </ul>
<b>2.0</b>	<b>Key issues</b>
2.1	None.
<b>3.0</b>	<b>Recommendations</b>
3.1	That the Committee:- <ul style="list-style-type: none"> <li>Note the report.</li> <li>Note the following Minutes:                             <ul style="list-style-type: none"> <li>Minutes of Downpatrick NRP Meeting held on Tuesday 20 November 2018.</li> </ul> </li> </ul>
<b>4.0</b>	<b>Resource implications</b>
4.1	Support and assistance from partners to deliver actions in the Minutes and Action Plan attached.
<b>5.0</b>	<b>Equality and Good Relations implications</b>
5.1	The actions detailed have been developed to meet Council's statutory duty to promote Equality and Good Relations and therefore it is not anticipated that the actions will have an adverse impact on Equality of Opportunity or Good Relations.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	The work of Downpatrick NRP is statutorily restricted to the Downpatrick NHR area.
<b>7.0</b>	<b>Appendices</b>
7.1	Appendix I: Minutes of Downpatrick NRP Meeting held on Tuesday 20 November 2018.
<b>8.0</b>	<b>Background Documents</b>
8.1	None.

**Downpatrick Neighbourhood Renewal Partnership (DNRP)**  
**Minutes of the Meeting held on Monday 11th February 2019 at 4:00 pm**  
**Murphy's Bar and Restaurant, Downpatrick**

**Present:**  
**Members**

Raphael Crummy	DFC (Department for Communities) – <i>Acting Chair</i>
Deborah Finlay	Model Farm Community Association (MFCA)
Kyla Hannaway	Model Farm Community Association (MFCA)
Patricia Kearney	Model Farm Community Association (MFCA)
Emma Curran	Model Farm Community Association (MFCA)
Alison McCarthy	Lynn Doyle Residents Association (MFCA)
Doreen Brown	Tosú Ur
Lilian Swaffield	Mount Crescent, Bridge Street Residents Association
Anthony Trainor	Stream Street Residents Association (SSRA)
Cadogan Enright	Stream Street Residents Association (SSRA)
Kathy Mullan	Flying Horse Ward Community Forum (FHWCF)
Bernie Mooney	EANI
Katrina Hynds	NMDDC - DEA/NHR Coordinator
Laura Higgins	NMDDC - Clerical Officer
Aisling Rennick	NMDDC - Engagement & Development Manager
Dan McEvoy	Downpatrick Community Collective (DCC)
Donna Marks	Marian Park Community Association (MPCA)
Kerry Gracey	Meadowlands Community Association (MCA)
Danny Quinn	Meadowlands Community Association (MCA)
Jason Grant	Meadowlands Community Association (MCA)

**Promoters**

Maria Kelly	SureStart, South Eastern Health & Social Care Trust (SEHSCT)
Tatiana Seed	South Eastern Regional College (SERC )
Jenny Laverty	CDRCN/ FHWCF (Flying Horse Ward Community Forum)

ITEM		ACTION
1.	<p><b><u>Apologies</u></b></p> <p>Raphael welcomed the partnership to today's meeting and thanked everyone for attending, he explained that in Nicholas' absence he would be acting chair for today's meeting.</p> <p>He said that he was delighted to see such a good turnout at today's meeting and it was great to see so many community representatives.</p>	

	<p>Raphael offered condolences to Lisa Perry on the recent death of her mother, on behalf of the Downpatrick Neighbourhood Renewal Partnership.</p> <p>Raphael then invited each representative from Downpatrick Neighbourhood Renewal Partnership to introduce themselves:</p> <p>Apologies were received from the following:</p> <ul style="list-style-type: none"> <li>• Nicholas McCrickard – CDRCN</li> <li>• Eamonn Mac Con Midhe - Tosú Úr / Fresh Start (TÚ)</li> <li>• Anne McKeever – South Eastern Health &amp; Social Care Trust</li> <li>• Macartán Digney – Marian Park Community Association</li> <li>• Janice McDonald – Down Business Centre</li> <li>• Joan Tummons – Down Business Centre</li> <li>• Susan Casement – Mount Crescent, Bridge Street Residents Association</li> <li>• Jannette McCarthy – Tosú Ur</li> <li>• Lisa Perry – Flying Horse Ward Community Forum</li> </ul>	
2.	<p><b><u>Minutes of meeting held on 20th November 2018</u></b></p> <p>It was agreed that the minutes of the last meeting held on 20th November 2018 were a true reflection of the meeting.</p> <p>Minutes from the meeting on 20th November 2018 were adopted on the <b>proposal</b> of Dan McEvoy and <b>seconded</b> by Anthony Trainor .</p>	
4.	<p><b><u>Promoter's Reports (October-December 2018)</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>Speech and Language Therapy (SLT)– Anne McKeever</u></b> Anne was unable to attend today's meeting, she submitted her report and will present it at next Downpatrick Neighbourhood Renewal meeting.</li> <li>• <b><u>Driving to Success – Tatiana Seed (SERC)</u></b> Tatiana introduced herself and explained that there were 2 main outcomes of the 'Driving to Success' programme: (1) To have 30 people taking driving lessons and 80% successfully passing their driving test on completion of the programme and (2) 30 people achieving at least 2 nationally accredited qualifications.</li> </ul> <p><u>Tatiana reported on project objectives/outputs:</u></p> <ul style="list-style-type: none"> <li>• <b>11</b> participants started taking driving lessons in October 2018, <b>7</b> passed their theory test and <b>2</b> have booked theory tests. There are also <b>8</b> practical driving tests booked.</li> <li>• David Blair School of Motoring has the contract with SERC for the provision of driving lessons for the 'Driving to Success Programme' and continues to provide driving lessons and use of car for practical driving tests.</li> </ul>	

- All participants are provided with access to SERC IT resources to allow them to practice driving theory online via e-books and DVD's.
- **31** participants enrolled on the Driving to Success Programme in 2018/2019 (**24** female and **7** male).
- **27** participants completed the programme of study in 2018/2019, 4 left the project due to relocation, own health and personal circumstances.
- From the beginning of the programme in April 2018 to December 2018 the following qualifications have been achieved:
  - ✓ Level 2 Certificate in Vocational Skills – **13**
  - ✓ Level 2 Award in Vocational Skills – **14**
  - ✓ Fundamentals of using IT – **25**
  - ✓ Level 2 Award in Food Safety and Hygiene – **13**
- The programme of study is designed to meet individual needs and is tailored to meet student's abilities.
- 3 students, with additional needs, were provided with laptops to assist coursework completion.
- Students attended educational trips to Slieve Donard Hotel and Spa to gain knowledge about different roles in the hospitality industry. Students also attended Mindset Workshop delivered by Action Mental Health.
- **3** students achieved full-time employment in hospitality, retail and manufacturing.

Tatiana invited DNRP members to the Driving to Success Certificates Presentation Event on 13<sup>th</sup> March 2019, 11:30am-1:30pm RSVP by 1<sup>st</sup> March 2019.

**ACTION:** Members to RSVP to Tatiana by March 1<sup>st</sup> to confirm if they are attending certificate presentation event on 13<sup>th</sup> March 2019.

Lilian said that her son completed Driving to Success programme and he now has a job, she said that the programme really does work. Cadogan added that it is a great scheme. Raphael stated that the programme is unique in that Downpatrick is the only Neighbourhood Renewal area where the project is run. Alison said that she is currently taking part in the programme, her daughter also took part in the programme and it grew her confidence and, as a result, she is now back at tech.

• **Family Health & Wellbeing – Maria Kelly (SureStart)**

Maria reported on project objectives/outputs:

New Parent Programme

- **13** families were carried forward from quarter 2, there were no discharges this quarter.
- There were no new referrals taken on this quarter due to staff changes.

- There were **2** births this quarter.
- There are **13** active families on the New Parent Programme this quarter.
- Maria reported that there have been onward referrals and collaborative working partnerships in terms of mental health services, housing, food bank, midwifery teams and attunement and attachment support.
- **50** unique individuals attended healthy lifestyle programmes in quarter 3. **13** – Infant massage, **6** – Baby Yoga, **6** – Breastfeeding support, **7** – Weaning groups, **6** – Postnatal Pilates, **5** – Cook It, **10** Mini MEND.
- Smoking cessation advice and support is on-going on a 1:1 basis as required.
- **12** attended drop-in health visitor clinics, **12** attended new mums groups and **4** attended mellow babies.
- Programmes and creche provision did not run for 2 weeks over Christmas.
- Healthy Lifestyle Programmes and Parenting Programmes are planned around local need.
- Support Home Visiting Service
  - **4** families have been referred this quarter, **10** children have had access to the service.
  - **3** families have asked for support with managing their child/children's behaviour.
  - **1** family needed support with routines and eating difficulties.
  - Positive written feedback from parents was received, "Family worker was amazing helping me and my sons", "The service was a great help to me and my child. The member of staff does an excellent job", "Member of staff was really patient with my daughter even when she was uncooperative".
  - Partnership working links by staff include, CAB, Clan rye Family Service, Action for Children, Fountain Street Foodbank, School staff and health advice on nutrition.
- Mobile Crèche Programme
  - This service is available to allow parents to attend the various parent programmes and healthy lifestyle programmes available.
  - 33 creche sessions were achieved in quarter 3 (creche did not run for 2 weeks over the Christmas break).

Raphael thanked Maria for her report and the great work being done. Maria added that there is a waiting list for courses which is dependent on local need, a minimum of 6 people are required for a programme to run.

• **Health and Community Engagement – Jenny Lavery (CDRCN)**

Jenny reported on the progress of project objectives/outputs

- Jenny reported that **49** volunteers were supported in quarter 3.
- Local community groups had requested Mood Matters course and **22** members attended course (improving mental health awareness).
- Ongoing support and administration was provided to 8 groups with regards to activities and governance (Flying Horse Ward Community Forum (FHWCF), Stream Street Residents Association (SSRA), Tosú Úr, Bridge Street and Mount Crescent, Marian Park, Downpatrick Community Collective (DCC), Cumman Bhaile An Mhóta, Model Farm Residents Association and Meadowlands Community Association).
- Assistance provided to Marian Park, Bridge Street & Mount Crescent and Meadowlands with their community engagement events in St Patrick's Centre and Down County Museum.
- Bridge Street and Mount Crescent completed their charity commission registration. DDC, FHWCF, SSRA and Bridge Street Mount Crescent are all now registered with NI Charity Commission.
- Support given to DCC with secretariat role and admin support. **25** people attended DCC AGM, support and assistance was provided at Halloween and family Christmas event.
- A new committee has been set up for the community allotments and roles and responsibilities defined, **8** attended the meeting.
- *Downpatrick Women's Group* – 15 weekly participants, walking group, yoga, tai Chi, flower arranging, networking event.
- *Downpatrick Men's Group* – 28 weekly participants, physical activity, yoga, maintaining and developing allotments, bee keeping and assisted application for people in communities funding.
- *Senior Women* – 28 weekly participants, arts & crafts, bocchia, flower arranging and celebratory event.
- *Irish Language Classes* – 20 weekly participants engaged in basic or intermediate classes delivered by volunteers.
- *Allotments* – 20 weekly participants.

Raphael thanked Jenny and stated that there is a new-found confidence in community groups which is very encouraging to see. Jenny added that community groups are coming forward now and expressing their needs which is great to see.

Tatiana asked what provision was available for English classes for non-English speakers. Jenny said that she will be meeting members of the Syrian community in a few weeks regarding community allotments and she will advise them. She added that Downpatrick Presbyterian Church recently provided English classes and they had more than **20** participants.

	<ul style="list-style-type: none"> <li>• <b><u>NR Technical Assistance – Katrina Hynds (NMDDC)</u></b></li> <li>• Katrina advised that action plan objectives are on target.</li> <li>• Community groups are encouraged to identify any shovel ready projects for financial year 2019/20, if funding became available.</li> <li>• Meadowlands play park project has commenced. Tenders went out after Christmas for equipment and maintenance. Playboard met with the Community Association regarding equipment for inclusion in playpark.</li> </ul>	
5.	<b><u>Date of Next Meeting</u></b>  Katrina/Laura to forward details of date for next meeting	

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Newry Neighbourhood Renewal Partnership (NRP) Report
<b>Reporting Officer (Including Job Title):</b>	Janine Hillen, Assistant Director Community Engagement
<b>Contact Officer (Including Job Title):</b>	Damien Brannigan, Head of Engagement

<table><tr><td>For decision</td><td></td><td>For noting only</td><td>X</td></tr></table>		For decision		For noting only	X
For decision		For noting only	X		
1.0	<b>Purpose and Background</b>				
1.1	<p>To approve an application to the Department for Communities through the Neighbourhood Renewal programme to purchase external storage units for 2 of the Neighbourhood renewal community groups (Carnagat CA and Derrybeg CA). Both of these groups have limited storage and require these units to provide adequate space to store their equipment and so reduce any health and safety risks to users of their centres. These units will be 100% funded by the Department for Communities.</p> <p>The application to be submitted by 30.03.2019</p> <p>The total amount sought is £3,500.00</p>				
2.0	<b>Key issues</b>				
2.1	None.				
3.0	<b>Recommendations</b>				
3.1	<p>That the Committee:-</p> <ul style="list-style-type: none"><li>• Note the report.</li><li>.</li></ul>				
4.0	<b>Resource implications</b>				
4.1	NR officer's time.				
5.0	<b>Equality and Good Relations implications</b>				
5.1	The actions detailed have been developed to meet Council's statutory duty to promote Equality and Good Relations and therefore it is not anticipated that the actions will have an adverse impact on Equality of Opportunity or Good Relations.				
6.0	<b>Rural Proofing implications</b>				
6.1	The work of Newry NRP is statutorily restricted to the nine Neighbourhood Renewal areas of Newry City.				
7.0	<b>Appendices</b>				
7.1	None				
8.0	<b>Background Documents</b>				
8.1	None.				

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Newry Neighbourhood Renewal Programme Application for Funding to DfC for two External Storage Units
<b>Reporting Officer (Including Job Title):</b>	Janine Hillen, Assistant Director Community Engagement
<b>Contact Officer (Including Job Title):</b>	Damien Brannigan, Head of Engagement

<table><tr><td>For decision</td><td>For noting only</td><td>X</td></tr></table>		For decision	For noting only	X
For decision	For noting only	X		
1.0	<b>Purpose and Background</b>			
1.1	<p>To advise the Committee of the intention to submit an application to the Department for Communities (DfC), through the Newry Neighbourhood Renewal Programme, to purchase external storage units for two of the Newry Neighbourhood Renewal community groups (Carnagat Community Association and Derrybeg Community Association). The application is to be submitted by 30 March 2019.</p> <p>Both of these groups have limited storage and require these units to provide adequate space to store their equipment and so reduce any health and safety risks to users of their centres.</p> <p>The total amount sought from DfC towards the units is £3,500.00. If the application is successful, the units will be 100% funded by DfC.</p> <p>There is no guarantee of funding from DfC and both community associations are aware of this.</p>			
2.0	<b>Key issues</b>			
2.1	None.			
3.0	<b>Recommendations</b>			
3.1	<p>That the Committee:-</p> <ul style="list-style-type: none"><li>• Note the report.</li></ul>			
4.0	<b>Resource implications</b>			
4.1	Neighbourhood Renewal Officer's time. There is no cost to Council, even if the application is not successful.			
5.0	<b>Equality and Good Relations implications</b>			
5.1	The actions detailed have been developed to meet Council's statutory duty to promote Equality and Good Relations and therefore it is not anticipated that the actions will have an adverse impact on Equality of Opportunity or Good Relations.			
6.0	<b>Rural Proofing implications</b>			
6.1	The work of Newry NRP is statutorily restricted to the nine Neighbourhood Renewal areas of Newry City.			
7.0	<b>Appendices</b>			
7.1	None			
8.0	<b>Background Documents</b>			
8.	None.			

<b>Report to:</b>	Active and Healthy Communities Committee
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Transfer of Houses in Multiple Occupation: Memorandum of Understanding (MOU) between Department for Communities (DfC) Housing Division and lead Councils
<b>Reporting Officer (Including Job Title):</b>	James Campbell Head of Environmental Health- Residential
<b>Contact Officer (Including Job Title):</b>	James Campbell Head of Environmental Health- Residential

<div> <div>For decision</div> <div>For noting only</div> <div>x</div> </div>	
<b>1.0</b>	<b>Purpose and Background</b>
1.1	The Houses in Multiple Occupation (HMO) Act NI 2016 received Royal Assent on 12 <sup>th</sup> May 2016 and is due to be commenced on 1 <sup>st</sup> April 2019.
<b>2.0</b>	<b>Key issues</b>
2.1	<p>A Memorandum of understanding (MOU) has been developed in consultation with Council officers and sets out key working arrangements and responsibilities for the operation of the new HMO regulatory regime between DfC and the Cluster Councils. These councils are Belfast City Council, Derry City and Strabane District Council and Causeway Coast and Glens Borough Council.</p> <p>The MOU will assist and provide clarity and accountability regarding the respective roles of the Cluster Councils and the Department (DfC), to the procedures and activities involved in the regulation of the HMO function. It identifies key performance indicators (KPI's) and sets out the main activities and statistics to be provided with respect to monitoring the delivery of the scheme. A copy of the MOU is found at Appendix 1 to this report.</p>
<b>3.0</b>	<b>Recommendations</b>
3.1	That the Committee note the Memorandum of Understanding.
<b>4.0</b>	<b>Resource implications</b>
4.1	It is anticipated that the new HMO licencing scheme transferring from NIHE will remain cost neutral to councils given the increase in fees.
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	None
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	Officers confirm due regard to rural needs has been considered and this report has not been subject to a rural needs impact assessment.
<b>7.0</b>	<b>Appendices</b>
	Appendix 1: Memorandum of understanding between DfC and Belfast City Council, Derry and Strabane Council and Causeway Coast and Glens Borough Council
<b>8.0</b>	<b>Background Documents</b>

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Department for  
**Communities**

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**DEPARTMENT FOR COMMUNITIES (DFC)  
HOUSING DIVISION**

**AND**

**BELFAST CITY COUNCIL**

**DERRY CITY AND STRABANE DISTRICT  
COUNCIL**

**CAUSEWAY COAST AND GLENS BOROUGH  
COUNCIL**

**1<sup>ST</sup> APRIL 2019**

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- 3 ROLES AND RESPONSIBILITIES – DFC
- 4 ROLES AND RESPONSIBILITIES – DISTRICT COUNCILS
- 5 KEY PERFORMANCE INDICATORS
- 6 ESTABLISHMENT OF MONITORING PROGRAMME
- 7 GENERAL OPERATION OF THE MOU
- 8 AGREEMENT AND SIGN OFF

**APPENDIX 1 KEY PERFORMANCE INDICATORS**

**APPENDIX 2 CONTACT DETAILS**

**APPENDIX 3 QUARTERLY RETURNS**

## **MEMORANDUM OF UNDERSTANDING**

1. Relating to the operation of the licensing of houses in multiple occupation in accordance with the Houses in Multiple Occupation Act (Northern Ireland) 2016 and the Houses in Multiple Occupation (Northern Ireland) Regulations 2019.

## **INTRODUCTION**

2. This Memorandum of Understanding (MOU) has been developed in consultation with councils and sets out the key working arrangements and responsibilities for the operation of this new regulatory regime.
3. Houses in multiple occupation (HMOs) play an important role in meeting the housing needs of people who are single, who have temporary employment, students, low income households and migrant workers.
4. Councils now have responsibility to properly and effectively regulate HMOs to ensure the health, safety and wellbeing of the occupants and at the same time minimise any negative impacts on the neighbourhood and surrounding area.

## **PURPOSE**

5. This MOU will assist and provide clarity and accountability regarding the respective roles of Councils and the Department to the procedures and activities involved in the regulation of this HMO function.

## **RESPECTIVE ROLES AND RESPONSIBILITIES**

### The Role of the Department

#### **The Department for Communities (DfC) roles and responsibilities are to:**

- Have responsibility for the policy, drafting primary and subordinate legislation, amendments to the Landlords Code of Practice and Guidance in relation to the regulation of HMOs including any consequential amendments.
- Provide support and assistance to councils in the development and delivery of the mandatory licensing scheme.
- Maintain mandatory oversight of the scheme. A monitoring programme identifying distinct functions subject to reporting mechanisms will be created in consultation with the councils for each financial year.
- Facilitate and attend meetings with Councils.
- Collaborate with Councils in the formulation, development review and evaluation of the licensing scheme.

### Role of the Councils

#### **Appointed councils roles and responsibilities are to:**

- Administer a licensing system in accordance with powers devolved in the Houses in Multiple Occupation Act (Northern Ireland) 2016, and in compliance with the Houses in Multiple Occupation (Northern Ireland) Regulations 2019, supplementary Landlords Code of Practice and guidance provided by the Department.
- Monitor and review all related financial transactions ensuring that the costs of operating the scheme are cost neutral with no public sector subvention required recovering costs from licence fees and fixed penalties obtained from landlords.
- Assist landlords, managing agents and tenants understand the requirements of the HMO licensing scheme.
- Attend any meetings with the Department to facilitate a review of the Scheme

- To adhere to, discuss if required and agree timescales per request to provide the necessary information for the Department to respond to requests which may include a range of Assembly Questions, Ministerial and Committee correspondence and briefings.

## KEY PERFORMANCE INDICATORS

6. DFC and nominated Councils operating the scheme have agreed a number of key performance indicators to ensure successful delivery of the new regime. Further details of the indicators can be found in **Appendix 1**.

## ESTABLISHMENT OF MONITORING PROGRAMME

7. To enable sufficient detail to be captured to carry out a future review of the licensing scheme **Appendix 3** provides the main activities and statistics to be provided in a quarterly return to the Department which shall be submitted at one calendar month following the quarter end.

## GENERAL OPERATION OF THE MOU

### Commencement

8. This MOU will be effective from the 1 April 2019 when the HMO Licensing scheme will commence.

### Accountability and Responsibility

9. Accountability for this MOU will lie with the Director, Housing Supply Policy in the Department for Communities and at Chief Executive or Director level in Belfast City Council, Derry City and Strabane Council, and Causeway Coast and Glens Borough Councils responsible for administering the scheme.

### Review

10. Either party may ask for a review of any part of the MOU at any time during its duration. Reviews will be conducted and agreed by those responsible for the day to day operation of the review and will be the responsibility of the Head of Private Rented Branch and the equivalent Head of Environmental Health/City Services in Belfast City Council, Causeway Coast and Glens Borough Council and Derry City and Strabane District Council. Changes should be formally approved by those accountable for the MOU. The first review is expected to take place 2 years after HMO licensing has been operational.

### Force Majeure

11. Neither party to this Agreement shall be liable to the other or shall be held to be in breach of this agreement to the extent that it is prevented, hindered or delayed in the performance or observation of its obligations hereunder due to

any cause beyond its control, (including industrial action, strike, walk out, riot, civil disobedience, inclement weather, inability to obtain supplies, accident or any other contingency whatsoever beyond its reasonable control).

**Governing Law**

- 12. It is hereby agreed that this Agreement shall be governed by Northern Ireland law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

**Disputes**

- 13. In the event of a dispute in relation to any matter covered by this MOU resolution will be determined in the first instance by those responsible for the day to day operation. Should this fail to resolve the matter resolution will be determined by those accountable for the MoU.

**Agreement**

- 14. This MoU will be effective for future years unless it is terminated, amended or superseded.
- 15. Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements for our inspection regime.

\_\_\_\_\_ Director or Chief Executive

Acknowledged on behalf of Belfast City Council

Date: \_\_\_\_\_

\_\_\_\_\_ Director or Chief Executive

Acknowledged on behalf of Derry City and Strabane Council

Date: \_\_\_\_\_

\_\_\_\_\_ Director or Chief Executive

Acknowledged on behalf of Causeway Coast and Glens Borough Council

Date: \_\_\_\_\_

\_\_\_\_\_ Director

Acknowledged on behalf of the Department for Communities

Date: \_\_\_\_\_

## APPENDIX 1

### KEY PERFORMANCE INDICATORS

The following KPIs are aligned to targets within the Primary Legislation (Houses in Multiple Occupation Act (Northern Ireland) 2016).

Target 2019/2020	Aim	Performance Indicator	Number
3 months	To decide whether to grant or refuse an application for an HMO licence	How many completed within/outside the 3 month period <b>to include reasons for not making targets</b>	
28 days	Must serve a notice within this timescale if the application is refused due to a breach of planning control	How many completed within/ outside the 28 day period <b>to include reasons for slippage</b>	
14 days notice	Must provide a statement of reasons for its decision	How many completed within/outside the 14 day period	
7 days	Must serve a notice of determination whether to vary or revoke an HMO licence	How many completed outside the statutory period <b>to include reasons for not making targets</b>	

7 days	Must serve notice of hearings for oral representations not less than 7 days before the date of the proposed hearing	How many served outside period of 7 days. <b>To include reasons for not meeting targets</b>	
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APPENDIX 2

Contact Details

<b>Eilish O’Neill</b> DFC Private Rented Sector Branch	02890515282
<b>Siobhan Toland</b> Belfast City Council	028 90270428
 Belfast City Council	028 90270313
<b>Seamus Donaghy</b> Derry City and Strabane Council	028 71253253
<b>Bryan Edgar</b> Causeway Coast and Glens Borough Council	028 2766 0257

## Appendix 3

**3 HMO Licensing Quarterly Returns – To be made by Belfast City Council (as lead for Shared Service)**

<b>Houses in Multiple Occupation Act 2016–</b>		
1. How many HMOs were licensed within the last quarter?		
2. What is the total number of HMOs licensed year (April 19) to date?		
3. What is the total number of HMOs identified as unlicensed (April 19 to date)		
4. How many HMO inspections were carried out in the last quarter?		
5. How many HMO renewals took place in the last quarter?		
6. <b>Offences in connection with HMO Licensing Scheme</b>		
(i) How many offences in relation to HMOs occurred in the last quarter?		

<p>(ii) What was the nature of these offences?</p> <p>(iii) How many fixed penalties were served?</p> <p>(iv) What is the amount served in fixed penalties?</p> <p>(v) How much was received this quarter from Fixed Penalties?</p> <p>(vi) How much has been received to date (From April 19) from Fixed Penalties?</p> <p>(vii) Please provide details of any other enforcement issues which should be brought to our attention.</p>		
<p><b>7. Finance</b></p> <p>(i) income in last quarter/from start of financial year?</p> <p>(ii) expenditure in last quarter/from start of financial year?</p> <p>(iii) performance against budget in last quarter/from start of financial year?</p>		

<b>Report to:</b>	Active and Healthy Communities
<b>Date of Meeting:</b>	21 March 2019
<b>Subject:</b>	Public Health Checks in Community Facilities
<b>Reporting Officer (Including Job Title):</b>	Eoin Devlin Assistant Director Health and Wellbeing
<b>Contact Officer (Including Job Title):</b>	Emma O'Hagan, Health Inequalities Officer

Confirm how this Report should be treated by placing an x in either:-

<b>For decision</b>	<input type="checkbox"/>	<b>For noting only</b>	<input checked="" type="checkbox"/>
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<b>1.0</b>	<b>Purpose and Background</b>
1.1	Northern Ireland Chest, Heart and Stroke have contacted Council to offer their Well Check plus to the public. The checks to the public are free with an option to make a donation on the day of the appointment.
<b>2.0</b>	<b>Key issues</b>
2.1	<p>To avail of these checks, you must be over the age of 18 and the appointment lasts for 30 minutes. The checks include blood pressure, pulse, cholesterol and also a body composition test (full detail appendix one). The following centres and dates have been arranged in conjunction with the Chest, Heart and Stroke Association:</p> <ul style="list-style-type: none"> <li>• Bridge Centre Killyleagh Community Centre- 15th April 2019</li> <li>• Crossmaglen Community Centre- 17th April 2019</li> <li>• Drumalane Community Centre- 30th April 2019</li> </ul> <p>10 health checks will take place in each centre.</p> <p>The Health Inequalities Officer considered Council owned buildings as locations for these checks to take place and developed a list of Community Centres and Leisure Centres and presented to the Head of Community Services, Facilities and Events. The 3 centres above were identified, covering as much as the District as possible with an additional focus in areas of deprivation were possible (Crossmaglen and Drumalane). Marketing and communication of the appointments to the public will be crucial to ensure that the public are aware of the health checks and to ensure opportunity for all. Northern Ireland Chest, Heart and Stoke will promote through their website where there is also an online booking system to avail of the appointments. Appointments can also be made via the telephone. Northern Ireland Chest, Heart and Stroke will be responsible for the booking and organisation of the appointments. Newry, Mourne and Down District Council will promote through its communication platforms and will direct bookings to the Northern Ireland Chest, Heart and Stroke booking systems.</p>

<b>3.0</b>	<b>Recommendations</b>
3.1	No recommendations this report is for noting only.
<b>4.0</b>	<b>Resource implications</b>
4.1	No resource implications are anticipated.
<b>5.0</b>	<b>Equality and good relations implications</b>
5.1	No equality or opportunity or good relations adverse impact is anticipated.
<b>6.0</b>	<b>Rural Proofing implications</b>
6.1	There are no negative implications identified.
<b>7.0</b>	<b>Appendices</b>
	Well Check Plus document
<b>8.0</b>	<p><b>Background Documents</b></p> <p><i>This relates to meeting requirements outlined in Part 8 of the Local Government Act (NI) 2014, Access to Meetings and Documents, wherein for four years after a meeting the following must be available at the Council Offices and on the website:</i></p> <p><i>Background papers which are defined as those documents relating to the subject matter of a report which:</i></p> <ul style="list-style-type: none"> <li><i>a) Disclose any facts or matters which in the opinion of the Chief Executive, the report or an important part of the report is based upon; and</i></li> <li><i>b) Have, in the Chief Executive's opinion, been relied upon to a material extent in preparing the report.</i></li> </ul> <p><i>These are documents on which the report, or an important part of the report, is based upon and have been relied upon to a material extent in preparing the report.</i></p>



Well Checks identify cardiovascular risk factors, which enable people to make manageable lifestyle changes to live longer, happier and healthier lives, as well as being more productive in the workplace.

	Well Check Plus (30 mins)	Well Check (20 mins)
<b>Comprehensive Lifestyle Risk Assessment &amp; Information</b>	✓	✗
<b>Brief Lifestyle Risk Assessment</b>	✗	✓
<b>Blood Pressure</b>	✓	✓
<b>Pulse</b>	✓	✓
<b>Cholesterol (Total, HDL &amp; Total/HDL Ratio)</b>	✓	✓
<b>Atrial Fibrillation (AF)</b>	✓	✗
<b>Weight &amp; Height</b>	✓	✓
<b>Body Mass Index (BMI)</b>	✓	✓
<b>Body Fat %</b>	✓	✓
<b>Muscle Mass</b>	✓	✓
<b>Visceral Fat</b>	✓	✓
<b>Metabolic Rate</b>	✓	✓
<b>Metabolic Age</b>	✓	✓
<b>Body Water %</b>	✓	✓
<b>Information, Signposting &amp; Follow Up Support</b>	✓	✓
<b>Client Personalised Report</b> Email & hard copy. Colour coded to highlight areas for improvement	✓	✓
<b>Organisational Health Report*</b> Overall report highlighting areas for improvement from an organisational perspective	✓	✗
<b>Action Plan*</b> Health & Wellbeing action plan template and support to identify 3 key areas of priority from organisational report	✓	✗

\*These options can be added to Well Check option for an additional cost

