

January 20th, 2023

Notice Of Meeting

You are requested to attend the **Active and Healthy Communities Committee 2022/23** to be held on **Monday, 23rd January 2023 at 6:00 pm** in **Mourne Room, Downshire Civic Centre & MS Teams.**

Chairperson Councillor Gallagher

Deputy Chairperson Councillor Malone

Councillor Brennan

Councillor Finnegan

Councillor Jackson

Councillor King

Councillor Lee-Surginor

Councillor Lewis

Councillor McAteer

Councillor McEvoy

Councillor McKeivitt

Councillor O'Hare

Councillor Ó Muirí

Councillor Sharvin

Councillor Tinnelly

Agenda

1.0 Introduction and Apologies

2.0 Declarations of Interest

3.0 Action Sheet arising from Active and Healthy Communities Committee Meeting held on 19 December 2022

For Information

[Action Sheet 19 December 2022.pdf](#)

Page 1

Community Engagement

4.0 Financial Assistance Call 2 Approvals

For Information

[FA report Call 2 2023 and notification of Call 1 \(V2\).pdf](#)

Page 12

5.0 District Electoral Area (DEA) Forums Update Report

For Decision

[DEA Fora report AHC Committee January 2023.pdf](#)

Page 15

[Appendix 1 - DEA Forum report January 2023.pdf](#)

Page 18

[Appendix 2 - Downpatrick DEA Action Sheet December 22.pdf](#)

Page 19

[Appendix 3 - Newry DEA Forum Action Sheet - 15 December 2022 Amended.pdf](#)

Page 23

[Appendix 4 - Action Sheet Crotlieve DEA Private Forum Meeting January 2023.pdf](#)

Page 27

6.0 Community Co-Ordination Hub - Update Report

For Decision

[CCH update report for AHC January 2023.pdf](#)

Page 31

[Appendix 1 - CCH meeting 14 December 2022 \(002\) V2.pdf](#)

Page 33

7.0 Community Consultation for Community Facilities Strategy

For Decision

[Community Consultation for Community Facilities Strategy.pdf](#)

Page 38

8.0 Office of Product Safety and Standards (OPSS) Funding for Product Safety Work

For Decision

[OPSS funding.pdf](#) Page 40

[Appendix 1 - GFA PS 2022-23 NMD- OPSS Report.pdf](#) Page 43

9.0 Consultation Response: Proposed changes to the Food Law Code of Practice (Northern Ireland) in relation to a new food standards delivery model

For Decision

[Proposed changes to the Food Law Code of Practice \(NI\) re a new food standards delivery model.pdf](#) Page 77

[Appendix 1 - NMDDC Response Consultation on proposed changes to the Food Law Code of Practice \(Northern Ireland\)_ \(002\).pdf](#) Page 80

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

10.0 Upgrade Works at Barcroft and Threeways Community Centre

For Decision

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) and the public may by resolution, be excluded during this item of business.

[Tender report on upgrade works at Barcroft and Three Ways Community Centres.pdf](#) Not included

11.0 Community Trails Update

For Decision

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) and the public may by resolution, be excluded during this item of business.

[Community Trails Update Jan 2023.pdf](#) Not included

[Appendix 1 - Community Trails.pdf](#) Not included

12.0 Social Inclusion Update

For Information

📄 *AHC Social Inclusion Report January 2023 (002).pdf*

Invitees

- Cllr Terry Andrews
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- Mr Alan Beggs
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- Cllr Callum Bowsie
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- Mr Caolain Boyd
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- Cllr Jim Brennan
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- Cllr Robert Burgess
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- Cllr Pete Byrne
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- Mr Andrew Cassells
.....
- Cllr William Clarke
.....
- Mrs Linda Cummins
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- Cllr Dermot Curran
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- Cllr Laura Devlin
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- Mr Eoin Devlin
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- Ms Louise Dillon
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- Cllr Cadogan Enright
.....
- Cllr Aoife Finnegan
.....
- Cllr Hugh Gallagher
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- Cllr Mark Gibbons
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- Cllr Oonagh Hanlon
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- Cllr Glyn Hanna
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- Cllr Valerie Harte
.....
- Mrs Janine Hillen
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- Cllr Roisin Howell
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- Ms Catherine Hughes
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- Cllr Jonathan Jackson
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- Cllr Geraldine Kearns
.....
- Mrs Josephine Kelly
.....
- Mrs Sheila Kieran
.....
- Cllr Cathal King
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- Cllr Mickey Larkin
.....
- Cllr David Lee-Surginor
.....
- Cllr Alan Lewis
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- Mr Michael Lipsett
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- Cllr Oonagh Magennis
.....
- Mr Conor Mallon
.....
- Cllr Gavin Malone
.....
- Colette McAteer
.....
- Cllr Declan McAteer
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- Cllr Leeanne McEvoy
.....
- Cllr Harold McKee
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- Patricia McKeever
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- Cllr Karen McKevitt
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Cllr Andrew McMurray
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Cllr Declan Murphy
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Cllr Barra Ó Muirí
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Cllr Gerry O'Hare
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Cllr Henry Reilly
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Cllr Michael Rice
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Cllr Michael Ruane
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Cllr Michael Savage
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Cllr Gareth Sharvin
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Donna Starkey
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Cllr Gary Stokes
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Sarah Taggart
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Paul Tamati
.....
Cllr David Taylor
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Cllr Jarlath Tinnelly
.....
Cllr John Trainor
.....
Mrs Marie Ward
.....

ACTIONS OUTSTANDING FROM PREVIOUS ACTIVE AND HEALTHY COMMUNITIES MEETINGS

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
ITEMS RESTRICTED IN ACCORDANCE WITH PART 1 OF SCHEDULE 6 OF THE LOCAL GOVERNMENT ACT (NI) 2014					
A171/2021	Business Case – Minor Works Scheme at Cloughreagh Community Centre	It was agreed to: <ul style="list-style-type: none"> • Approve the business case as attached to the officer's report for the upgrade work at Cloughreagh Community Centre; • Approve to procure and appoint a consultant to complete a survey, including a bill of quantities; • Approve to appoint and procure a contractor to carry out the necessary works. 	J Hillen	Ongoing	N
AHC/220/2021	Lease of commercial space at the McGraths Centre	It was agreed that as per the Acquisition and Disposal of land procedure to approve the use of an Agent to market and lease the commercial ground floor space at the McGrath Centre, Newry.	J Hillen	Lease currently being issued	N
AHC/234/2021	No 16 the Square, Rostrevor	It was agreed to note the contents of section 2.7 of the officer's report.	J Hillen	Ongoing	N

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/075/2022	Feasibility Study for Community Social Farm	<p>Mr Devlin stated that officers were currently looking at the feasibility of the project at this stage and he would circulate further information to Members in order to provide more background on the initiative and level of funding required.</p> <p>It was agreed to approve Officers procuring an initial feasibility study for development of a social farm on identified land at Castlewellan Forest park. Scope of the study will be to provide a general report for consideration of need and community support for a farm facility on council land.</p>	E Devlin E Devlin	Ongoing Procurement exercise underway	N N
AHC/076/2022	Edible Landscapes 'We can grow' Pilot Programme	<p>It was agreed to increase the scope of the scheme to have 6 community projects in order that each DEA would benefit from one of the schemes.</p> <p>It was agreed to approve officers procuring one or more horticultural contractors to supply and deliver 6 community projects with follow up support for one growing season.</p>	E Devlin E Devlin	Ongoing	N

ITEMS RESTRICTED IN ACCORDANCE WITH PART 1 OF SCHEDULE 6 OF THE LOCAL GOVERNMENT ACT (NI) 2014					
AHC/081/2022	Down High School Lights and 3G Pitch	<p>It was agreed to approve the following recommendations:</p> <ul style="list-style-type: none"> To progress a planning application for enhanced sports facilities at Down High School as per 2.1 of the officer's report. To approve a budget spend as outlined in section 4.1 of the officer's report. 	P Tamati	On going	N
AHC/096/2022	Dunleath Park Enhancement	It was agreed to establish a skate park and pump track at Dunleath Park as part of a phase 1 development as per the budget outlined in 4.1 of the officer's report.	P Tamati	On going – Levelling Up application submitted.	N
AHC/098/2022	Leasing of Council Land – Expressions of Interest	<p>It was agreed to progress an Expressions of Interest (EOI) Process in line with NMDDC Sports and Community Facility Management and Leasing Policy (2016) for:</p> <ol style="list-style-type: none"> Lisdrumgullion Recreation Area Armagh Road, Newry Annsborough Playing Fields, Castlewellan Station Avenue, Castlewellan 	P Tamati	Ongoing – Referred to SP&R for final stage approvals	Y
AHC/118/2022	Upgrade Works at Barcroft and Three Ways Community Centre	It was agreed to note the revised estimated costs for completion of upgrade works to Barcroft and Three Ways Community Centres from previously approved Business Case (January 2022), subject to consultation with the user groups in the centre.	J Hillen	Ongoing Tender documents have been logged on PECOS for Purchasing.	N

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/151/2022	Peace IV – Update Report	It was agreed to note the report.	J Hillen	Work ongoing as per report	N
AHC/152/2022	Ukrainian Crisis Report	<p>It was agreed to note the report and a request that any changes to the operational hours of the Newry Ukrainian Crisis Assistance Centre be communicated to users of the facility well in advance.</p> <ul style="list-style-type: none"> • A follow-up letter be sent to the Executive Office regarding the £350 payment to be given to families hosting Ukrainian refugees. • Note that consideration be given to establishing a second Crisis Assistance Centre in the Downpatrick area. 	J Hillen	The revised opening days and times have been uploaded to NI Direct and Council website and issued via social media. Information sent to Councillors and stakeholders.	N

ITEMS RESTRICTED IN ACCORDANCE WITH PART 1 OF SCHEDULE 6 OF THE LOCAL GOVERNMENT ACT (NI) 2014					
AHC/156/2022	Warrenpoint Community Centre	It was agreed to note the report and associated appendices and approve the project moving to the next stage namely RIBA Stage 3, to secure full planning approval, commence the IST and PQQ process to identify suitably qualified Design & Build Contractors.	M Lipsett J Hillen	Ongoing	N
AHC/159/2022	Expressions of interest for the leasing of Council land and facilities	<p>It was agreed to note the contents of the report and that Expressions of Interest for the following land and facilities would progress to stage 3 of the Sport and Leasing Policy 2016:</p> <ol style="list-style-type: none"> 1. Lisdrumliska Recreation Area, Glen Hill, Newry 2. Section of Land at St. Anne's Park Recreation Area, Mayobridge 	P Tamati	Ongoing – Referred to SP&R for final stage approvals	Y

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/181/2022	Drinking Water Inspectorate Annual Report	It was agreed to note the above Report. It was agreed Mr Eoin Devlin Assistant Director Health & Wellbeing contact the Drinking Water Inspectorate to seek clarification on whether the timeline to address high levels of aluminium in drinking water at Drumaroad are sufficient and that the lack of funding for this Department will not endanger public health.	E Devlin	Noted.	Y

[;]

ITEMS RESTRICTED IN ACCORDANCE WITH PART 1 OF SCHEDULE 6 OF THE LOCAL GOVERNMENT ACT (NI) 2014					
AHC/169/2022	Financial Assistance	It was agreed to approve new financial assistance arrangements for Sports Capital as outlined in 2.1.A and 2.1.B of the Officer's Report with a review after a 2 year initial period.	M Lipsett P Tamati	Please see Minute Reference AHC/215/2022	Y
AHC/195/2022	Financial Assistance – Major Sports Capital	It was agreed that officers will bring a report back to the December Committee to investigate further the Sports Capital Financial Assistance arrangements. It was agreed to approve to progress a Sports Hub, Expressions of Interest Financial Call for Higher Level Sports Capital as outlined in 2.1.B of the officer's report.	P Tamati	Please see Minute Reference AHC/215/2022	Y
AHC/199/2022	Leasing of Land - EOI for Annsborough and Lisdrumgullion	It was agreed that the Council issue a lease following final discussions with Bidder A, for a 5 year period.	P Tamati	Ongoing – Referred to SP&R for final stage approvals	Y

ITEMS RESTRICTED IN ACCORDANCE WITH PART 1 OF SCHEDULE 6 OF THE LOCAL GOVERNMENT ACT (NI) 2014					
AHC/200/2022	Newry Leisure Centre Swimming Pool	<p>It was agreed to note the contents of the report and the following:</p> <ul style="list-style-type: none">• Newry Leisure Centre Swimming Pool would not close in December 2022.• Officers would continue to work with the original project team and contractors to determine a programme for closure of Newry Leisure Centre swimming pool, prioritising minimal disruption to service users.• A future report to Council would be tabled to seek approval for closure arrangements of Newry Leisure Centre swimming pool.	P Tamati	Ongoing	N

ACTIONS ARISING FROM ACTIVE AND HEALTHY COMMUNITIES COMMITTEE MEETING – 19 DECEMBER 2022

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/206/2022	Action sheet Committee Meeting held on Monday 20 November 2022	The action sheet from the Committee Meeting held on 20 November was noted.	All	Noted	Y
AHC/207/2022	Peace IV Report	It was agreed to approve recommendations agreed by the Partnership on 24 November 2022 as detailed within section 2.1 of the officer's report.	J Hillen	Work is ongoing as per report	N
AHC/208/2022	District Electoral Area (DEA) Forums Update Report	<p>It was agreed to note the report and approve the actions for the following:</p> <ul style="list-style-type: none"> • Downpatrick DEA Forum Ad Hoc Meeting held on Tuesday 22 November 2022. • Newry DEA Forum Special Meeting held on Tuesday 22 November 2022. • Slieve Gullion DEA Forum Private Meeting held on Tuesday 29 November 2022. • Mournes DEA Forum Private Meeting held on Wednesday 30 November 2022. • Slieve Croob DEA Forum Private Meeting held on Tuesday 13 December 2022. • Newry DEA Forum Private Meeting held on Thursday 15 December 2022. <p>In response to a query from Councillor McAteer about a report from the Crotlieve DEA Mrs Hillen confirmed she would check the date of the last meeting and when the report would be presented.</p>	J Hillen J Hillen	<p>All DEA Action Sheets being actioned accordingly.</p> <p>The last Crotlieve DEA Forum Meeting was on 1/11/2022 and the Action Sheet of the meeting was presented for approval at the November 2022 AHC Committee Meeting. The next Crotlieve DEA Meeting is on 17/1/2023.</p>	Y Y

AHC/209/2022	Community Co-ordination Hub	It was agreed to note the report and approve the actions in the Action Sheet attached for the Community Coordination Hub (CCH) Meeting held on Wednesday 16 November 2022.	J Hillen	Action sheet being actioned accordingly.	Y
AHC/210/2022	Request for support for Sustainable NI	It was agreed to provide financial support and sign a Service Level Agreement with Sustainable NI for 2023-24 year.	E Devlin	Dependent on Rates process	N
AHC/211/2022	Sustainable & Climate Change Forum	It was agreed to note the report from the Sustainability & Climate Change Forum held on Thursday 20 October 2022 and approve the actions contained within the action sheet.	E Devlin	Actioned	Y
AHC/212/2022	Consultation from the Department for the Economy (DfE) on proposals for an Energy 'One Stop Shop'	It was agreed to return the attached Consultation response as attached to the officer's report.	E Devlin	Consultation returned	Y
AHC/213/2022	Grant funding agreement with the Office of Product Safety and Standards	It was agreed to approve the signing of the Contract with Office of Product Safety and Standards as attached to the officer's report and accept the offer of Grant Funding.	E Devlin	Actioned	Y
AHC/214/2022	Recognition of achievement procedures	It was agreed to approve the updated Recognition of Achievement for High Performance Levels in Sport - Criteria & Processing Procedures as per appendix 1 of the officer's report.	P Tamati	Agreed	Y
AHC/219/2022	PCSP Report	It was agreed to note the report and the Minutes of the Policing Committee & PCSP Meeting held on Tuesday 27 September 2022, approved at the Policing Committee & PCSP Meeting on Tuesday 29 November 2022. In response to a query from Councillor McAteer regarding the installation of SIDs including one at Mill Street, Burren, Mrs Hillen confirmed she would get back to him with a timescale on the full implementation of the SID.	J Hillen J Hillen	Noted	Y

		Mrs Hillen confirmed she would raise concerns about Community Policing Overtime cuts to the PCSP.	J Hillen		
AHC/220/2022	Downpatrick Neighbourhood Renewal Partnership	It was agreed to note the report and Minutes of the Downpatrick Neighbourhood Renewal Partnership Meeting held on Tuesday 21 September 2022, approved at Downpatrick Neighbourhood Renewal Partnership Meeting held on Tuesday 29 November 2022.	J Hillen	Noted	Y
AHC/221/2022	Newry Neighbourhood Renewal Partnership	It was agreed to note the report and Minutes of Newry Neighbourhood Renewal Partnership Meeting held on Wednesday 21 September 2022 and the Newry Neighbourhood Renewal Partnership Action Plan for 2022/2025, approved at Newry Neighbourhood Renewal Partnership Meeting held on Wednesday 23 November 2022.	J Hillen	Noted	Y
AHC/222/2022	Report on Cost of Living Initiatives	It was agreed to note the report and actions outlined in appendix 1. In response to a query regarding attendance at the open houses Mrs Hillen confirmed an evaluation report would be presented to the next Active and Healthy Communities Committee meeting.	J Hillen J Hillen	Noted A report will be presented to the February AHC Committee Meeting.	Y N

ITEMS RESTRICTED IN ACCORDANCE WITH PART 1 OF SCHEDULE 6 OF THE LOCAL GOVERNMENT ACT (NI) 2014					
AHC/215/2022	Financial Assistance – Major Sports Capital	It was to approve the new financial assistance arrangements for Sports Capital as outlined in 1.1.A of the officer's report and to approve the budget for Sports Capital as outlined in 4.1 of the officer's report, subject to the rates estimates process for 2023/24.	M Lipsett	Complete	Y
AHC/216/2022	Procurement of Energy Contracts	It was agreed to approve initially proceeding with option 2 and procure energy collaboratively with other Councils. Should this not be feasible to procure directly for the Council.	E Devlin B Rankin	Ongoing	Y
AHC/217/2022	Leasing of Land – Expressions of Interest	It was agreed to note the contents of this report and that Expressions of Interest for the former playground, Station Avenue, Castlewellan progress to stage 3 of the Sport and Leasing Policy 2016.	P Tamati	Ongoing – Referred to SP&R for final stage approvals	Y
AHC/218/2022	Active and Healthy Communities – Scheme of Delegation	It was agreed to note the report and attachments.	M Lipsett		Noted

Report to:	Active Healthy Communities
Date of Meeting:	21 st January 2023
Subject:	Financial Assistance
Reporting Officer (Including Job Title):	Janine Hillen Assistant Director Community Engagement
Contact Officer (Including Job Title):	Ciara Burns Programmes Coordinator

For decision	X	For noting only	X
1.0		Purpose and Background	
1.1		<p>Call 1 2023 - 2024</p> <p>Financial Assistance call 1 closed on 17th January 2023, and assessment of applications are ongoing. Themes which are likely to include Easter/April events will be prioritised and we will seek approval at the AHC February 23 meeting and issue letters to applicants in March 2023. All other themes will be ratified in March AHC, and letters of offer issued start of April.</p> <p>Call 2 2023-2024</p> <p>The themes below intend to be included financial assistance Call two for 2022-2023 (subject to funding):</p> <ul style="list-style-type: none"> • Arts and Culture (pending approval subject to funding availability) • Kings Coronation (pending approval and subject to funding availability) • Community Capital Facilities and Minor Items (any underspend from Call 1 if applicable) • Major sports capital up to £150k for 50% match funding (budget of 150k) • Minor sports capital up to £50k for 75 % match funding (budget of 75k) • Be active programs or equipment £500_£5k for 100% funding (budget of £50k) • Community Events and Festivals (Christmas / Easter / St Patricks' Day) • Good Relations • Policing and Community Safety Partnership <p>The proposed timeframe is:</p> <ul style="list-style-type: none"> • 13th March 2023 Call open • 3rds April Kings Coronation Call Close • 19th April 2023 call close (all themes) • 8th May 2023, - Close Sports Capital (over 50k and over 150k) <p>Workshops will be made available for all themes to ensure groups are supported through the process with dates to be confirmed.</p> <p>Approvals and Delegated Authority</p> <p>The Kings Coronation will be opened for a shorter period to allow letters of offer to be put through to groups before the event in May 2023. We would seek delegated authority for</p>	

	Director Approval for this theme and for other themes during this period of Call 2 due to no Council meetings/Purdah
2.0	Key issues
2.1	<ul style="list-style-type: none"> • Call 2, open call as per above timeframe and seek approval for all pending themes will be sought from the appropriate budget holder prior to call opening. • Call 1 letters of offer will be issued post Council ratification period and budgets will be allocated through the budget holder throughout March and April 2023. • Call 2 letters will be issued with Director approval to allow letters of offer to be made in time for the Kings Coronation and also to avoid approval delays due to purdah.
3.0	Recommendations:
3.1	<ul style="list-style-type: none"> • Approve the recommendations for Call 1 – letters to be issued in February 2023 with themes focusing on events/festivals in April 2023 being prioritised. • Approval for Call 2 themes and time frame as above. • Seek delegated authority for Director approval regarding the Kings Coronation and other Call 2 themes requiring approval through Purdah.
4.0	Resource implications
4.1	Revenue/Payroll: Funding will be allocated from internal Council Budget
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p>

	Consultation period will be 12 weeks <input type="checkbox"/> Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/> <i>Rationale:</i>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please complete the following: Rural Needs Impact Assessment completed <input type="checkbox"/>
7.0	Appendices
	N/A
8.0	Background Documents

Report to:	Active and Healthy Communities Committee
Date of Meeting:	23 January 2023
Subject:	District Electoral Area (DEA) Forums Update Report
Reporting Officer (Including Job Title):	Janine Hillen, Assistant Director Community Engagement
Contact Officer (Including Job Title):	Damien Brannigan, Head of Engagement

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

For decision	X	For noting only	
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1.0	Purpose and Background
1.1	<p>Purpose</p> <ul style="list-style-type: none"> To note the report. To consider and agree to approve the actions in the Action Sheets attached from the DEA Forum Private Meetings listed in 3.1 below. <p>Background</p> <p>The information in Appendix 1 attached is provided to update the Committee on recent DEA activity and on activity planned to be undertaken by the DEAs.</p>
2.0	Key issues
2.1	None.
3.0	Recommendations
3.1	<p>That the Committee: -</p> <ul style="list-style-type: none"> Note the report. Agree to approve the actions in the Action Sheets attached for: <ul style="list-style-type: none"> ➤ Downpatrick DEA Forum Private Meeting held on Tuesday 13 December 2022. ➤ Newry DEA Forum Private Meeting held on Thursday 15 December 2022 (amended). ➤ Crotlieve DEA Forum Private Meeting held on Tuesday 17 January 2023.
4.0	Resource implications
4.1	Support and assistance from partners to deliver actions in the DEA action plans.
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i>

	It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations	<input checked="" type="checkbox"/>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>	
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>	
6.0	Due regard to Rural Needs (please tick all that apply)	
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input checked="" type="checkbox"/></p>	
7.0	Appendices	
7.1	<p>Appendix 1: Update on the ongoing work of the DEAs.</p> <p>Appendix 2: Action Sheet of Downpatrick DEA Forum Private Meeting, 13 December 2022.</p> <p>Appendix 3: Action Sheet of Newry DEA Forum Private Meeting, 15 December 2022 (amended).</p> <p>Appendix 4: Action Sheet of Crotlieve DEA Forum Private Meeting, 17 January 2023.</p>	
8.0	Background Documents	

8.1	None.
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Appendix 1

The following information is provided to update the Committee on recent DEA activity and on activity planned to be undertaken by the DEAs.

All People in Newry, Mourne and Down Enjoy Good Health and Wellbeing:

Level of Health Status:

Downpatrick, Rowallane and Slieve Croob DEAs will be implementing a 6 week health and well-being dance programme in 6 primary schools throughout January and February 2023. Over 120 young people will experience getting fit in a fun and interactive environment performing dances from around the world.

Downpatrick, Mournes, Rowallane and Slieve Croob DEAs in partnership with County Down Rural Community Network, Home-Start and SureStart will be delivering a poverty initiative with over 120 families throughout January and February 2023. Families will participate in a 4 week programme where they will be informed of good food choices within a budget and at the end will receive a slow cooker to ensure sustainability of learning and be sufficient in these difficult times.

The Mournes DEA will be delivering mental health awareness workshops and taster fitness sessions for the month of January 2023.

All People in Newry, Mourne and Down Live in Respectful, Safe and Vibrant Communities

Level of Civic Participation and Good Relations:

The Mournes DEA will be delivering genealogy programmes in Kilkeel and Kilcoo in January 2023.

Crotlieve DEA supported a Good Relations themed evening of Christmas music on 19 December 2022 in Rostrevor entitled This is Home. The event celebrated International Migrants Day.

Newry, Mourne and Down District Council

**Action Sheet of Downpatrick District Electoral Area (DEA) Forum Private Meeting
held on Tuesday 13th December at 9.30 am in the Down Arts Centre, Downpatrick**

Chairperson:	Councillor Gareth Sharvin
In Attendance:	Councillor Dermot Curran Councillor Cadogan Enright
Independent Members:	Jim Masson, Down Business Connect Daniella McCarry, County Down Rural Community Network Dan McEvoy, Downpatrick Community Collective
Statutory Partners:	Paul Fitzsimons, Education Authority
Council Officials:	Katrina Hynds, Downpatrick DEA Co-Ordinator Judith Thompson, PCSP Officer
Others in Attendance:	None
Apologies:	Councillor John Trainor Councillor Oonagh Hanlon Damien Brannigan, Head of Engagement Aisling Rennick, Engagement and Development Manager Maurice Denvir, East Lecale Communities Lisa Perry, Downpatrick Neighbourhood Renewal Jenny Laverty, Housing Community Network

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed.
DEA/DPK/22/01	Apologies	As recorded above.	Noted.
DEA/DPK/22/02	Declaration of Interest	No Declarations of Interest were made.	Noted.
DEA/DPK/22/03	Action Sheet of Meeting held on	<p>Meeting of stakeholders to discuss issues relating to the Quoile River took place.</p> <p>Members requested that the Council and NIW look at the introduction of a tidal barrier and provide costings for consideration as a future project.</p> <p>It was agreed on the proposal of Dan McEvoy, seconded by Councillor Sharvin, to adopt the action sheet.</p>	Noted.
DEA/DPK/22/04	Update on Strangford/Killough Revitalisation Scheme	Next Steering Group Meeting to take place on 14 th December. Members to consider list of proposed projects and costings for each, to establish	Regeneration and Business Support Development Officer has agreed to keep Forum updated on progress.

		what can be prioritised and delivered.	
DEA/DPK/22/06	Update on Church Street Revitalisation Scheme	The Shop front scheme reopened for English and Scotch Street, 11 expressions of interest received, 9 of which are progressing to Letter of Offer. Programme will close in March 2023. A meeting to discuss underspend and closure is to be organised.	Noted.
DEA/DP/22/06	Update from PCSP	The PCSP Officer presented her report to members. Officer requested members to encourage the public to report more issues relating to anti-social behaviour. In addition to the ASB sub-group, members requested that consideration be given to the development of separate forums, involving relevant stakeholders, for areas experiencing high levels of anti-social behaviour. The PCSP Officer reported that additional SIDs are being installed within the District and that PCSP are considering relocation of the Rapid Bin in Irish Street.	DEA Coordinator to contact PCSP regarding request for individual forums for areas experiencing high levels of ASB.

DEA/DPK/22/07	Update from Education Authority	The Education Authority Officer updated members on projects currently taking place within the area.	Noted.
DEA/DPK/22/08	Request from Our Lady & St Patrick's to hold a further meeting with Department for Infrastructure and Statutory Agencies re Traffic at School Gates	Request statutory agencies to attend a further meeting to discuss ongoing traffic issues around Our Lady & St Patrick's Primary School.	DEA Co-Ordinator.
DEA/DPK/22/08	Report on DEA/Good Relations Initiatives	The DEA Co-Ordinator presented her report to members.	Noted.
DEA/DPK/22/08	Date of Next Meeting	Date of Next Meeting to be held in February – date & time to be confirmed by Officer.	DEA Co-Ordinator.

The meeting ended at: 10.20 am

Newry, Mourne and Down District Council

**Action Sheet of Newry District Electoral Area (DEA) Forum Private Meeting
held on Thursday 15th December 2022 at 1.00pm via Microsoft Teams**

Chairperson:	Councillor Gary Stokes
In Attendance:	Councillor Charlie Casey Councillor Valerie Harte Councillor Gavin Malone Councillor Roisin Mulgrew Councillor Michael Savage
Independent Members:	Raymond Jackson, CCG Noreen Rice, Neighbourhood Renewal Partnership
Statutory Partners:	Niall Fitzpatrick, NIHE
Council Officials:	Kerri Morrow, Newry DEA Coordinator Aisling Rennick, Engagement & Development Manager
Apologies:	Donna Weir, EA Youth Service Brian Lockhart, Orange Order Eamonn Connolly, Newry BID Warren Roberts, PSNI Colin Hanna, NMEA Martin Connell, SHSCT Promoting Wellbeing Team

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed
DEA/N/2022/1	Declaration of Interest	No declarations made.	COMPLETED.
DEA/N/2022/2	Matters arising from Action Sheet from meeting held 18 th August 2022	Action sheet confirmed as a true and accurate record.	Approved.
DEA/N/2022/3	Matters arising from Action Sheet from meeting held 13 rd October 2022	Action sheet confirmed as a true and accurate record.	Approved.
DEA/N/2022/4	Matters arising from Action Sheet from meeting held 22 nd November 2022	Action sheet confirmed as a true and accurate record.	Approved.
DEA/N/2022/5	DEA Coordinator's Report	DEA Coordinator's update report given.	Noted.
DEA/N/2022/6	Light at Whitegates Centre, Newry	<p>Broken light on external fencing at Whitegates Community Centre needs repaired. Land owner has not been identified.</p> <p>Agreed the DEA seek to identify property owner and progress to relevant agency for consideration.</p>	DEA Coordinator to progress.

DEA/N/2022/7	Antisocial behaviour, Damolly Village	<p>Agreed to investigate ownership of land around this site to determine if area can be secured.</p> <p>Members to report ongoing concerns of residents in the area.</p>	DEA Coordinator to investigate and progress to relevant agencies.
DEA/N/2022/8	Warm Spaces and Social Supermarket	<p>DEA Coordinator reported on Newry Open House.</p> <p>CCG reported that a small amount of money would shortly be available, in conjunction with the development of the Social Supermarket, for additional food assistance. Assistance would be available through St Vincent de Paul and local food banks.</p> <p>The Strategic Stakeholder Forum was working with the Council and others on identification and provision of warm spaces to ensure a coordinated approach.</p>	Noted.
DEA/N/2022/9	Rough Sleepers	NIHE reported that a small number of rough sleepers had been identified to NIHE. They had been approached on a number of occasions but had refused assistance.	Noted.
DEA/N/2022/10	Pride of Place 2022 Ceremony	Recommendation that in person attendance for group and selected stakeholders is approved along with associated cost.	Noted.

DEA/N/2022/11	Refuse overflow and illegal dumping at this area. Catherine Street	Recommendation that item be reported to relevant officials. Request Supporting Communities Initiatives add this item for consideration at the Greater Linen Hall Area Community Inspection.	DEA Coordinator to progress.
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The meeting ended at: 1.35pm

Newry, Mourne and Down District Council

**Action Sheet of Crotlieve District Electoral Area (DEA) Forum Private Meeting
held on Tuesday 17th January 2023 at 18.00 pm via Microsoft Teams:**

Chairperson:	Councillor Gerry O'Hare
In Attendance:	Councillor Michael Ruane Councillor Declan McAteer Councillor Mark Gibbons Councillor Jarlath Tinnelly
Independent Members:	Tania Baille – Confederation of Community Groups
Statutory Partners:	Deirdre Magill - Southern Health and Social Care Trust Carie Crawford – Education Authority Maureen Larkin – Education Authority
Council Officials:	Shirley Keenan – Crotlieve DEA Co-ordinator Aisling Rennick – Engagement & Development Manager Shannon Creaney - PCSP Officer
Others in Attendance:	Laurence Bradley - Confederation of Community Groups
Apologies:	Councillor Karen McKeivitt Damien Brannigan – Head of Engagement Claire Shiels - County Down Rural Community Network

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed.
DEA/C/01/2023	Declaration of Interest.	There were no declarations of interest declared.	COMPLETED.
DEA/C/02/2023	Matters arising from Action Sheet from meeting held September 2022.	Action sheet confirmed as a true and accurate record.	COMPLETED.
DEA/C/03/2023	DEA Co-ordinator's Report/ Spend and Action Plan.	Projects agreed by Forum Members along with associated budget.	DEA Co-ordinator to continue with delivery and implementation. Proposed by Cllr O'Hare and seconded by Cllr Ruane.

DEA/C/04/2023	SHSCT Update.	Update provided by Ms D Magill.	Members to forward community development referrals to Ms Magill.
DEA/C/05/2023	Education Authority Update.	<p>Introduction of Ms M Larkin, new additional EA Staff member for Crotlieve DEA.</p> <p>Update provided by Ms C Crawford. Opportunities for Joint Working with DEA Forum discussed.</p> <p>Venue Hire for EA projects discussed. Concern was expressed regarding cost of hire of Council building.</p>	Crotlieve Councillors advised they would contact ERT regarding venue hire issue.
DEA/C/06/2023	PCSP Update.	Update provided by Ms S Creaney.	COMPLETED.
DEA/C/08/2022	COVID-19 Pandemic Impact – Loneliness.	Request from Cllr McAteer to address loneliness as an issue in the DEA.	To be included in DEA action plan. Ongoing.

DEA/C/07/2020	Warrenpoint Town FC.	Request from Warrenpoint Town Football Club via Cllr Mark Gibbons for Council to erect lighting inside Council property boundary.	DEA Co-ordinator to refer matter to relevant Council department. COMPLETED. ITEM TO REMAIN ON AGENDA.
DEA/C/09/2020	Update on Toilets in Warrenpoint Park.	DEA Co-ordinator to obtain update.	Request from Cllr McAteer to ascertain from relevant officer what the timeline is for resolving this issue and what engagement there has been with NI Water. COMPLETED.
DEA/C/69/2021	Update on Warrenpoint Baths.	Item to remain on agenda.	Councillors were recently updated by ERT Department and will continue to be updated.
DEA/C/07/2023	Date of next meeting.	The next meeting date: 14 th March 2023.	DEA Co-ordinator to forward papers and Teams Link.

The meeting ended at: 18:30 pm

Report to:	Active and Healthy Communities Committee
Date of Meeting:	23 January 2023
Subject:	Community Coordination Hub (CCH) Update Report
Reporting Officer (Including Job Title):	Janine Hillen, Assistant Director Community Engagement
Contact Officer (Including Job Title):	Janine Hillen, Assistant Director Community Engagement

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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1.0	Purpose and Background
1.1	<p>Purpose</p> <ul style="list-style-type: none"> To note the report. To consider and agree to approve the actions in the Action Sheet of the Community Coordination Hub (CCH) Meeting held on Wednesday 14 December 2022. <p>Background</p> <p>The information in Appendix 1 attached is provided to update the Committee on recent CCH activity and on activity planned to be undertaken by the CCH and its member organisations.</p>
2.0	Key issues
2.1	To coordinate actions to mitigate impact on individuals and groups in the community.
3.0	Recommendations
3.1	That the Committee: - <ul style="list-style-type: none"> Note the report. Agree to approve the actions in the Action Sheet attached for: <ul style="list-style-type: none"> ➤ Community Coordination Hub (CCH) Meeting held on Wednesday 14 December 2022.
4.0	Resource implications
4.1	Support and assistance from partners to deliver actions in the CCH action sheet.
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>

5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	<p>Due regard to Rural Needs (please tick all that apply)</p>
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	<p>Appendices</p>
7.1	<p>Appendix 1: Action sheet of the CCH Meeting held on Wednesday 14 December 2022.</p>
8.0	<p>Background Documents</p>
8.1	<p>None.</p>

NEWRY, MOURNE & DOWN DISTRICT COUNCIL**Minutes of Community Coordination Hub Meeting
Wednesday 14 December 2022 @ 2:00pm****In Attendance: Chair: Damien Brannigan (Engagement)**

Justyna McCabe (Programmes Unit)
Aisling Rennick (DEAs)
Raymond Jackson (Confederation of Community Groups and Strategic Stakeholder Forum)
Rosemary McDonnell (Community Advice Newry, Mourne & Down and Strategic Stakeholder Forum)
Nicholas McCrickard (County Down Rural Community Network and Strategic Stakeholder Forum)
James Elliot (DFC)
Lynda Vladeanu (SEHSCT)
James Campbell (Health & Wellbeing)
Brian Ranking (Sustainability)
Caroline Gray (Programmes Unit)

Apologies:

Michael Lipsett (Active & Health Communities)
Julie McCann (Community Services, Facilities & Events)
Janine Hillen (Community Engagement)
Sonya Burns (Programmes Unit)
Sarah McClory (Programmes Unit)
Eoin Devlin (Health & Wellbeing)
Martina Flynn (PCSP)
Alan Beggs (Community Planning)
Lauren McMenemy (Community Planning)
Aidan McCabe (SHSCT)
Richard Patrick (DfC)

	Agenda Item	Discussion and Action Agreed	Raised by/Referred to
1.	Welcome & Apologies	<ul style="list-style-type: none"> Everyone welcomed to the meeting and apologies given. 	All
2.	Actions from last meeting	<ul style="list-style-type: none"> Actions from last CCH meeting held attached. 	All
3.	Funding Opportunities	<ul style="list-style-type: none"> Funding Opportunities for NI Community. Copy attached for information and distribution as appropriate. 	All
4.	Community Assistance Centre for Ukrainian Refugees Update	<ul style="list-style-type: none"> The Ukraine Assistance Centre in Newry Leisure Centre opens on a Wednesday once a month. Other Centres at Craigavon, Dungannon and Ballymena also open once a month. Next opening will be on the 1 February 2023 from 9.30 am to 1.00 pm. 161 families have been supported so far with some returning for more assistance. 13 individuals revisited centre for additional support. Three welcome events were held by the Council Chairperson which were well attended by families, who appreciated the support and assistance being provided. Families now wishing to move away from sponsors and find accommodation to live in as a family. Also wishing to find employment or be self-employed and wishing guidance. 	JMcC
5.	Update from DFC	<ul style="list-style-type: none"> DfC have made an increased bid for more support to be provided for Social Supermarkets in financial year 2023/2024 which may help if there are two sites in NMD area. No indication at present on whether bid will be successful. Still no update in relation to money for fuel as no Executive in place. 	JE

<p>7.</p>	<p>Norbrook – WeCare@Christmas Programme of Support</p>	<ul style="list-style-type: none"> • Norbrook Laboratories volunteered to kindly provide Christmas lunch for individuals on a Friday up to Christmas for up to 350 people. 200 allocated to individuals/families in the legacy Newry & Mourne Council area and 150 for individuals/families in the legacy Down Council area. • Norbrook Laboratories hosted Christmas lunches for Senior community individuals on a Friday with music provided and gifts also distributed. Very well received and appreciated by people attending. • Toy and food parcels also being provided by Norbrook Laboratories to support families and individuals before Christmas with food and toy parcels to be received on Tuesday 20 December 2022 in Newry Leisure Centre. • A toy mountain created from local businesses will also be distributed to the local community. 	<p>RMcD & RJ</p> <p>AR & RMcD</p> <p>RJ</p>
<p>8.</p>	<p>Updates and Progress to date on DFC Funded Programmes</p>	<ul style="list-style-type: none"> • Community Update • Clanrye operating a pilot hybrid SSM scheme with a Wrap Around Service to meet with individuals and discuss their needs. Training programmes also being provided for budget and debt management with Community Advice NM&D providing 2 further evenings a week of support for families and individuals. St Vincent De Paul providing support in the South Armagh Area, Newry, Hilltown and Warrenpoint • Cost of Living Crisis update see point 6 as already discussed. • Processing of claims for CCG to be followed up with relevant officer in Programmes Unit and Finance Section once all relevant documents have been provided. CG will follow this up with Ursula Bristow. • Trusts Update • Additional funding has been provided through the Family Hardship Fund to support a further 33 families. • Coordinating with NMCC to provide support and signposting for money Management and Debt Advice and support for food. • Council Update • Affordable Warmth officers are being asked by individuals and families who they can contact for support to be provided. RMcD advised Community Advice Newry can be contacted but depends on individual needs. Food bank in Newry 	<p>RJ & RMcD</p> <p>RJ & CG</p> <p>LV</p> <p>JC & BR</p>

		<p>opened only once a month with the foodbank in Downpatrick opened every week. Support also can be provided by the St Vincent De Paul.</p> <ul style="list-style-type: none"> • Keep Warm Packs have now arrived to be distributed by officers. • CCH members seeking Cost of Living information to be shared with other CCH members and for wider circulation should email the information to Patricia Oakes and she will forward it to CCH members. 	All
9.	AOB	<ul style="list-style-type: none"> • Damien thanked all for attending and for their input and the contribution of the organisation/s they represent throughout the year and wished everyone a Happy Christmas and Happy New Year. 	
10.	Date of next meeting	<ul style="list-style-type: none"> • Wednesday 18 January 2023 at 2.00 pm 	

Next Meeting: Wednesday 18 January 2023 at 2.00 pm

Report to:	Active and Healthy Communities Committee
Date of Meeting:	17 th January 2023
Subject:	Community Consultation for Facilities Strategy
Reporting Officer (Including Job Title):	Janine Hillen Assistant Director Community Engagement
Contact Officer (Including Job Title):	Julie Mc Cann Head of Community Services, Facilities and Events

For decision	x	For noting only	
1.0			Purpose and Background
1.1			<p><i>Committee to consider and agree to;</i></p> <ul style="list-style-type: none"> <i>Subject to approval of the draft strategy at CMT and SMT that a public consultation be progressed in due course.</i>
2.0			Key issues
2.1			<p>In Aug 2018 Council agreed to “The appointment of a consultant using the NEBRO framework to develop a Community Facilities Strategy to identify gaps in provision and make recommendations on how we address current and future needs”. Following an initial exercise, Council was unable to appoint using this framework and it was therefore agreed to proceed with a public tender exercise.</p> <p>A consultant was appointed and undertook a series of interdepartmental Officer workshops in late 2019/early 2020.</p> <p>Subsequently, COVID 19 had a major impact on the operation of Community Facilities across the District. Council officers and community volunteers have adapted and responded to the challenging circumstances presented and have identified key learning points which could result in more effective ways to utilise services/programmes and buildings.</p> <p>The priorities and aims of the original Community Facilities Strategy therefore needed revisited and Council agreed to amend the tender documents and readvertise for a new consultant. Pinnacle Growth Ltd were appointed and have been working to create a draft strategy.</p> <p>To date Pinnacle have consulted with all the DEA fora on the definition of “What is a community facility” and has sent out a questionnaire to groups who currently have a Facility management or service level agreement with council. The link to the questionnaire was also sent to groups who had applied in the past but failed to get a grant. The questionnaire asked groups questions about how they feel the service is currently run/ hire charges/ training needs/ current definition of a community facility and any additional support they may require.</p> <p>The draft document is currently being finalised and it is hoped that it will be presented at CMT and SMT for discussion.</p>

	The draft will then be finalised to go to public consultation immediately following the local government elections.
3.0	Recommendations
3.1	<p><i>Committee to consider and agree to.</i></p> <ul style="list-style-type: none"> • <i>Subject to approval of the draft strategy at CMT and SMT that a public consultation be progressed in due course.</i>
4.0	Resource implications
4.1	All costs are currently covered within the rates estimates (£15k Approx.)
5.0	Equality and good relations implications
5.1	No equality impact assessment is required at this time
6.0	Rural Proofing implications
6.1	A rural Needs Impact Assessment is underway
7.0	Appendices
	None
8.0	Background Documents
	None

Report to:	Active and Healthy Communities
Date of Meeting:	16 January 2023
Subject:	Funding from Office of Product Safety and Standards(OPSS)
Reporting Officer (Including Job Title):	Eoin Devlin Assistant Director Health and Wellbeing
Contact Officer (Including Job Title):	Sinead Trainor Head of Environmental Health (Commercial)

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

For decision	<input type="checkbox"/>	X	For noting only	<input type="checkbox"/>
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1.0	Purpose and Background
1.1	That committee consider and agree to accept offer of funding from OPSS
2.0	Key issues
2.1	<p>The Office for Product Safety and Standards are the overarching body for all aspects of Product Safety for which the Health and Wellbeing department has enforcement responsibility. In order to assist us to fulfil these obligations we have been offered funding for the year 2022/23.</p> <p>The funding has been finalised late in the financial year however we have been carrying out the necessary activities in anticipation of this offer.</p> <p>The Grant is provided to District Councils in Northern Ireland to enhance enforcement capacity and capability to support their development of effective mechanisms to protect consumers and the UK internal market. The funding may be used for a range of activity on non-food products, including to: -</p> <ul style="list-style-type: none"> • build on previous product safety capacity and capability building work • ensure access to enforcement equipment and facilities; • provide advice and support to local businesses to meet their obligations under product safety legislation for importing and appropriate labelling/marketing of goods; • develop officers’ understanding of local supply chains and their associated risks; and • ensure adequate prioritisation of effort and resource against OPSS policy and national regulatory interests • deal with ad hoc requests for case studies or other additional information. <p>Reporting Arrangements are expected to include: inputs to relevant databases; quarterly submission of records of activity (format to be agreed); and a review meeting at the end of the grant funding year. During the year OPSS may seek information about operational methods, activities, engagement with businesses and outcomes.</p>

	<p>This funding will be utilised in providing a resource to both ensure that consumer goods produced and/or on sale in the District are safe and also to provide advice and guidance to manufacturers, distributors and retailers to comply with the relevant legislation and guidance.</p> <p>The funding is up to a maximum of £55000 and will be utilised in the main to offset the salary of an Environmental Health Officer</p>
3.0	Recommendations
3.1	That Committee agree to accept the offer of funding and approve that the relevant Officer sign the required contract
4.0	Resource implications
4.1	Additional income of a maximum of £55000
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>

6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs <input type="checkbox"/></p>
7.0	Appendices
	Appendix 1 – Letter from DfBEIS regarding Capacity & Capability Building Programme in NI: Non-food Products
8.0	Background Documents



Department for
Business, Energy
& Industrial Strategy

Eoin Devlin
Newry, Mourne and Down District Council
Newry Office,
Monaghan Row,
Newry, BT35 8DJ

Date: 13 December 2022

Dear Eoin

CAPACITY & CAPABILITY BUILDING PROGRAMME IN NORTHERN IRELAND: NON-FOOD PRODUCTS — 2022/23

1. I am pleased to inform you that Secretary of State for Business, Energy and Industrial Strategy (referred to in this letter as "**We**"/ "**Us**"/ "**Our**"), offers Newry, Mourne and Down District Council (referred to in this letter as "**You**"/ "**Your**") a grant ("**Grant**") subject to Your agreement to, and compliance with, the terms and conditions set out in this agreement (the "**Grant Funding Agreement**").

The Grant Funding Agreement includes and incorporates this letter along with the following documents:

- ANNEX 1: The standard **Terms and Conditions**;
- ANNEX 2: The description of the **Funded Activities**;
- ANNEX 3: The **Payments Schedule**;
- ANNEX 4: Your **Bank details**;
- ANNEX 5: The **Eligible Expenditure**;
- ANNEX 6: The **Grant Claim Form requirements**
- ANNEX 7: The **Contact details**

2. The Grant is offered under s.274(a) of the Enterprise Act 2002.

Amount of Grant

3. The maximum amount of Grant offered is up to £55,000 (fifty thousand pounds) and is provided to Newry, Mourne and Down District Council for the project outlined in Annex 2. This is the total amount of Grant that We may pay, and this amount will not be increased because of any overspend. This will be paid in financial year ending on 31st March 2023.

Purpose of Grant

4. The Grant is offered to You to contribute to certain expenditure (see paragraph 5, "**Eligible Expenditure**") where that expenditure is reasonably incurred by You in undertaking ("**the Funded Activities**").
5. A description of the Funded Activities is set out in **Annex 2** to this letter.

Eligible Expenditure

6. Subject to paragraphs 7 and 8, the Eligible Expenditure is limited to the costs specified in **Annex 5** to this letter.
7. Under no circumstances may the Grant be claimed or used to cover any Ineligible Expenditure listed in paragraph 5.3 of **Annex 1** to this Grant Funding Agreement or to cover costs incurred for those purposes (and any such costs do not constitute Eligible Expenditure for the purposes of this Grant Funding Agreement). The Eligible Expenditure must be kept to the minimum for the efficient conduct of the Funded Activities, and expenditure that We reasonably determine to be in excess of that amount does not constitute Eligible Expenditure.

Funding Period

8. The Eligible Expenditure for which the Grant is awarded is expenditure limited to costs which are incurred between **1st July 2022** and **31st March 2023**.

Payment of Grant

9. The Grant will be paid in arrears, on a reimbursement basis upon receipt from You of an invoice in the form set out in **Annex 6** to this Grant Funding Agreement.

Accountable Officer

- 10.1 You must appoint a person (the "**Accountable Officer**") responsible for ensuring that You use the Grant in compliance with the Grant Funding Agreement and notify Us of the identity of the Accountable Officer.
- 10.2 The Accountable Officer must maintain oversight of Your use of the Grant and:
 - a) safeguard, control and ensure the efficient, economical and effective management of the Grant;
 - b) advise You on the discharge of Your responsibilities under the Agreement and under any subsequent terms and conditions agreed by You and Us, or any guidance or other information notified by Us;
 - c) ensure that principles of probity, robust governance, transparency and value for money are maintained at all times in relation to the Grant;
 - d) be responsible for signing the accounts relating to the Grant, ensuring that they are properly prepared and presented and that proper accounting records are maintained in a form that complies with generally accepted accounting practices to which You are subject; and
 - e) ensure that conflicts of interest are avoided.

Grant Claims

11. Your Grant claim[s] must include the following:
 - a) the information and evidence required for the relevant instalment in Condition 4 in **Annex 1**; and

- b) accompanying that information and evidence, the appropriate assurance required by Condition 7 in **Annex 1**.

Reasonable assurance report

Not required.

Conditions Precedent

- 12. The offer of Grant is conditional on You providing Us with the following:
 - a) the completed and signed form in **Annex 4** confirming Your bank details and the details of Your signatories.
 - b) evidence showing that an Accountable Officer has been appointed.
- 13. You must ensure that We receive the information and evidence required above within one month of the date of this Grant Funding Agreement. Should You fail to do so, or should We reasonably conclude that the information and evidence provided prior to that deadline is unsatisfactory, We shall be entitled to withdraw the Grant (and any Grant already paid by then will be repayable with interest).

Assets

Not applicable

Warranties

- 14. By signing this Grant Funding Agreement, you warrant and represent that:
 - a) Your obligations under the Grant Funding Agreement are legal, valid, binding and enforceable;
 - b) all authorisations and consents necessary to enable You to enter into and perform the obligations in the Grant Funding Agreement have been obtained; and
 - c) the person signing this Grant Funding Agreement is duly authorised to sign on your behalf.
- 15. Nothing in the Grant Funding Agreement or the provision of Grant gives or is intended to give rise to contractual relations.

Notices and contact

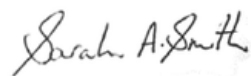
- 16. In communicating with Us, Your contact within the Department of Business, Energy and Industrial Strategy is Debra Macleod (debra.macleod@BEIS.gov.uk)

Acceptance

- 17. If You wish to accept this offer, You must sign and date the duplicate copy of this Grant Funding Agreement as indicated below and return one signed copy to Us. It must be signed by someone who is authorised to sign on behalf of your organisation. Please provide evidence of their

authority to sign and bind your organisation. Please also provide a day-to-day contact name and email address.

Yours sincerely



Sarah Smith
Deputy Chief Executive
Office for Product Safety & Standards

Agreement

I confirm, for and on behalf of Newry, Mourne and Down District Council, the agreement of Newry, Mourne and Down District Council to the terms and conditions set out or referred to in this Grant Funding Agreement.

Signed:

Printed Name:

Position:

Date:

Day to day contact for the Grant:

Name:

Position:

Email address:

Accountable Officer for the Grant:

Name:

Email address:

ANNEX 1

TERMS AND CONDITIONS

	PAGE NO
1. INTRODUCTION.....	6
2. DEFINITIONS AND INTERPRETATION	6
CONDITIONS	
3. DURATION AND PURPOSE OF THE GRANT	11
4. PAYMENT OF GRANT	12
5. ELIGIBLE AND INELIGIBLE EXPENDITURE	13
6. MONITORING AND REPORTING	15
7. AUDITING AND ASSURANCE	16
8. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY	17
9. CONFLICTS OF INTEREST	17
10. CONFIDENTIALITY	17
11. TRANSPARENCY.....	18
12. STATUTORY DUTIES	18
13. DATA PROTECTION AND PUBLIC PROCUREMENT	19
14. INTELLECTUAL PROPERTY RIGHTS	19
15. ENVIRONMENTAL REQUIREMENTS.....	20
16. ASSETS	20
17. INSURANCE.....	20
18. ASSIGNMENT	20
19. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY	21
20. LOSS, GIFTS AND SPECIAL PAYMENTS	21
21. BORROWING	21
22. PUBLICITY	21
23. CHANGES TO THE AUTHORITY'S REQUIREMENTS	21
24. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION	22
25. EXIT PLAN.....	26
26. DISPUTE RESOLUTION	26
27. LIMITATION OF LIABILITY	26
28. VAT	26
29. CODE OF CONDUCT FOR GRANT RECIPIENTS	26
30. NOTICES	27
31. GOVERNING LAW	27
ANNEX 1 TERMS AND CONDITIONS	5
ANNEX 2(a) FUNDED ACTIVITIES	28
ANNEX 2(b) EHNI CP SUBGROUP WORKPLAN 2021/22.....	32
ANNEX 3 PAYMENTS SCHEDULE.....	39
ANNEX 4 BANK DETAILS.....	40
ANNEX 5 ELIGIBLE EXPENDITURE	42
ANNEX 6 GRANT CLAIM FORM.....	43
ANNEX 7 CONTACT DETAILS	44

1. INTRODUCTION

- 1.1 These are the conditions collectively (“the Conditions”) which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.2 The parties confirm that it is their intention to be legally bound by this Grant Funding Agreement. Nothing in the Agreement or the provision of Grant gives or is intended to give rise to contractual relations.
- 1.3 The Authority makes this Grant to the Grant Recipient to build capacity and capability to ensure there is a robust consumer product and construction product safety system UK-wide. The criteria and deliverables requested are set out in **Annex 2**.

2. DEFINITIONS AND INTERPRETATION

- 2.1 Where they appear in these Conditions:

Annex means the annexes attached to these Conditions which form part of the Grant Funding Agreement;

Asset means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset or Major Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

Asset Owning Period means the period during which the Assets are recorded as Assets in the Grant Recipient’s accounts;

Authority means the Secretary of State for Business, Energy and Industrial Strategy;

Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Grant Funding Agreement by the Authority to the Grant Recipient;

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

Code of Conduct means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf, including any subsequent updates from time to time;

Commencement Date means the date on which the Grant Funding Agreement comes into effect, being the **1st July 2022**.

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party’s personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and

- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 10 of these Conditions;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

Controller and Processor take the meaning given in the UK GDPR;

Change of Control means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transaction;

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Data Protection Legislation means (i) the UK GDPR, and any applicable implementing Law as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

Disposal means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;

Domestic Law means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

Domestic Successor means, as the context requires, either:

- (a) a body that takes over the functions of the European Commission in the United Kingdom on the date it withdraws from the European Union; or
- (b) the relevant court in the United Kingdom which takes over the functions of the Court of Justice of the European Union on the date the United Kingdom withdraws from the European Union;

Duplicate Funding means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;

Eligibility Criteria mean the Authority's selection criteria used to determine who should be grant recipients including the Grant Recipient;

Eligible Expenditure means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

EIR means the Environmental Information Regulations 2004;

Event of Default means an event or circumstance set out in paragraph 24.1;

Financial Year means from 1st April 2022 to 31st March 2023;

Fixed Assets means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Funded Activities;

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Funded Activities means the activities set out in **Annex 2**;

Funding Period means the period for which the Grant is awarded starting on the **1st July 2022** and ending on **31st March 2023**.

UK General Data Protection Regulation and **UK GDPR** means the General Data Protection Regulation (EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

Grant means the sum or sums the Authority will pay to the Grant Recipient in accordance with the Grant Funding Agreement including but not limited to paragraph 4 of the Conditions and subject to the provisions set out at paragraph 24;

Grant Claim means the payment request invoice or documentation accompanying the invoice submitted by the Grant Recipient to the Authority for payment of the Grant in form specified by **Annex 6**;

Grant Funding Agreement means the Grant Funding Letter together with its Annexes, including but not limited to this **Annex 1**;

Grant Funding Letter means the letter the Authority issued to the Grant Recipient dated **13 December 2022**.

Grant Manager means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant

HRA means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Ineligible Expenditure means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

Intellectual Property Rights or **IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IPR Material means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Instalment Period means the intervals set out in **Annex 3** when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing;

Law means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Match Funding means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;

Maximum Sum means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 24;

Party means the Authority or Grant Recipient and **Parties** shall be each Party together;

Personal Data has the meaning given to it in the Data Protection Legislation as amended from time to time;

Procurement Regulations means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Funding Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Funding Agreement.
- (b) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to the Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

Publication means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities or the Authority;

Remedial Action Plan means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraphs 24.4

Representatives means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

Special Payments means ex gratia expenditure **by the Grant Recipient to a third party** where no legal obligations exists for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

Third Party means any person or organisation other than the Grant Recipient or the Authority;

Unspent Monies means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;

VAT means value added tax chargeable in the UK;

Working Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2 In these Conditions, unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) reference to a gender includes the other gender and the neuter;

- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (5) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (6) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (7) references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Grant Funding Agreement;
- (8) references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (9) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3 Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

2.3.1 The Grant Funding Letter;

2.3.2 The Annexes to the Grant Funding Letter except Annex 1 (Terms and Conditions); and

2.3.3 Annex 1 (Terms and Conditions).

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

- 3.1 The Funding Period starts on 1st July 2022 (the **Commencement Date**) and ends on 31st March 2023 unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2 The Grant Recipient will ensure that the Funded Activities start on 1st April 2022 but where this has not been possible, that they start no later than one month after the Commencement Date.
- 3.3 The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
- 3.4 If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on one month's written notice to the Grant Recipient.

4. PAYMENT OF GRANT

- 4.1 Subject to the remainder of this paragraph, the Authority shall pay the Grant Recipient an amount not exceeding £55,000 (fifty-five thousand pounds). The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2 The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (**Annex 4**) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
- 4.3 The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
- 4.4 The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities
- 4.5 The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The Authority will not pay the Grant until it is satisfied that the Grant Recipient has paid for the Funded Activities in full and the Funded Activities have been delivered during the Funding Period.
- 4.6 The Grant Recipient will provide the Authority with evidence of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.2 which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.7 The Grant Recipient shall declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Grant Funding Agreement in accordance with paragraph 24.1.9 and where applicable, require all or part of the Grant to be repaid.
- 4.8 Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by Annex 2 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
- 4.9 The Grant Recipient agrees that:
- 4.9.1 it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
 - 4.9.2 the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;

- 4.9.3 The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
- (i) the Grant will be used for Eligible Expenditure only; and
 - (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 4.10 The Grant Recipient shall submit by the **31st May 2023** the Grant Claim together with a copy of Annex 5 of these Conditions (Eligible Expenditure) and any other documentation as prescribed by the Authority, from time to time.
- 4.11 Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 days of the Authority approving the Grant Recipient's Grant Claim.
- 4.12 The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.13 The Authority reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraph 4.10 or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.14 The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 4.14, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 4.15 The Grant will be paid into a bank account in the name of the Grant Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual Representatives of the Grant Recipient.
- 4.16 Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.17 Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.18 The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.19 If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days of the Authority's request for repayment.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1 The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of these Conditions).

- 5.2 The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
- 5.2.1 giving evidence to Parliamentary Select Committees;
 - 5.2.2 attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
 - 5.2.3 responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
 - 5.2.4 providing independent, evidence based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
 - 5.2.5 providing independent evidence based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.3 The Grant Recipient may not in any circumstances claim the following non-exhaustive list as Eligible Expenditure. The list below does not override activities which are deemed eligible in these Conditions:
- 5.3.1 Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
 - 5.3.2 using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
 - 5.3.3 using the Grant to petition for additional funding;
 - 5.3.4 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 5.3.5 input VAT reclaimable by the grant recipient from HMRC;
 - 5.3.6 payments for activities of a political or exclusively religious nature;
- 5.4 Other examples of expenditure, which are prohibited, include the following:
- 5.4.1 contributions in kind;
 - 5.4.2 interest payments or service charge payments for finance leases;
 - 5.4.3 gifts;
 - 5.4.4 statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
 - 5.4.5 payments for works or activities which the grant recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;

- 5.4.6 bad debts to related parties;
- 5.4.7 Payments for unfair dismissal or other compensation;
- 5.4.8 depreciation, amortisation or impairment of assets owned by the Grant Recipient;
- 5.4.9 the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and
- 5.4.10 liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

6. MONITORING AND REPORTING

- 6.1 The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- 6.2 The Grant Recipient shall provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.
- 6.3 As a condition of the grant funding, the Authority will have an annual review meeting with the recipient, which will include a review of outcomes delivered.
- 6.4 The Grant Recipient will provide a quarterly report as specified in Annex 2 – the Funded Activities
- 6.5 The Grant Recipient will permit any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 6.6 The Grant Recipient will record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for.
- 6.7 The Grant Recipient will notify the Authority as soon as reasonably practicable of:
 - 6.7.1 any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
 - 6.7.2 actual or potential variations to the Eligible Expenditure set out in Annex 5 of these Conditions and/or any event which materially affects the continued accuracy of such information.
- 6.8 The Grant recipient represents and undertakes (and shall repeat such representations delivery of its report:
 - 6.8.1 that the reports and information it gives pursuant to this paragraph 6 are accurate;

- 6.8.2 that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
- 6.8.3 that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

7. AUDITING AND ASSURANCE

- 7.1 Not used
- 7.2 The Grant Recipient will produce quarterly assurance data to the Authority covering; irregular payments (e.g. error, fraud and non-compliance), prevented fraud and recoveries. A sample dashboard, or summary of the consolidated results could be shown to demonstrate how this Grant is monitored.
- 7.3 The Authority may, at any time during and up to one year after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 7.4 If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 7.5 The Grant Recipient shall:
 - 7.5.1 identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
 - 7.5.2 maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

Retention of documents

- 7.6 The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of one year from the date on which the Funding Period ends.
- 7.7 The Grant Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to the Funded Activities for a period of one year -from the date on which the Funding Period ends.
- 7.8 The Grant Recipient will promptly provide revised forecasts of income and expenditure:
 - 7.8.1 when these forecasts increase or decrease by more than 5% of the original expenditure forecasts; and/or
 - 7.8.2 at the request of the Authority.

8. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 8.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 8.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 8.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 8.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what is actually proven.
- 8.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of Her Majesty's Revenue and Customs.
- 8.6. For the purposes of paragraph 8.4 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

9. CONFLICTS OF INTEREST

- 9.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 9.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

10. CONFIDENTIALITY

- 10.1. Except to the extent set out in this paragraph 10 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 10.2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information

belonging to the Authority or the Grant Recipient redacted), including from time-to-time agreed changes to the Grant Funding Agreement.

- 10.3. Nothing in this paragraph 10 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
- 10.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
 - 10.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
 - 10.3.3. where disclosure is required by Law, including under the Information Acts.
- 10.4. Nothing in this paragraph 10 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

11. TRANSPARENCY

- 11.1. The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

12. STATUTORY DUTIES

- 12.1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
- 12.2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.
- 12.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
- 12.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.
- 12.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

13. DATA PROTECTION AND PUBLIC PROCUREMENT

Data Protection

- 13.1 The Grant Recipient and the Authority will comply at all times with its respective obligations under Data Protection Legislation.
- 13.2 The Parties agree to enter into a separate Memorandum of Understanding (annexed hereto at **Annex 8** in respect of the processing activities that the Grant Recipient and any further beneficiaries of the Grant will carry out.
- 13.3 To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:
- (i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data
 - (ii) will be individually and separately responsible for its own compliance; and
 - (iii) do not and will not Process any Personal Data as Joint Controllers
- 13.4 Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisation measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

Public Procurement

- 13.5 The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 13.6 Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 14.2 The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting other projects.
- 14.3 Ownership of Third-Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 14.4 The Grant Recipient must ensure that they have obtained the relevant agreement from the Third-Party proprietor before any additions or variations are made to the standard 'off-the-shelf'

versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

15. ENVIRONMENTAL REQUIREMENTS

- 15.1 The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 15.2 The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 15.3 The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

16. ASSETS

Not applicable.

17. INSURANCE

- 17.1 The Grant Recipient will during the term of the Funding Period and for three years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.
- 17.2 The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

18. ASSIGNMENT

- 18.1 The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 18.2 Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

19. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

- 19.1 The Grant Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.
- 19.2 The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure value for money.

20. LOSSES, GIFTS AND SPECIAL PAYMENTS

- 20.1 The Grant Recipient must obtain prior written consent from the Authority before:
- 20.1.1 writing off any debts or liabilities.
 - 20.1.2 offering to make any Special Payments; and
 - 20.1.3 giving any gifts.
- in connection with this Grant Funding Agreement.
- 20.2 The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

21. BORROWING

- 21.1 The Grant Recipient must obtain prior written consent from the Authority before:
- 21.1.1 borrowing or lending money from any source in connection with the Grant Funding Agreement; and
 - 21.1.2 giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

22. PUBLICITY

- 22.1 The Grant Recipient gives consents to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant application or any monitoring reports submitted to the Authority in accordance with paragraph 6.2 of these Conditions.
- 22.2 The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.

23. CHANGES TO THE AUTHORITY'S REQUIREMENTS

- 23.1 The Authority will notify the Grant Recipient of any changes to their activities, which are supported by the Grant.
- 23.2 The Grant Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

24. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

- 24.1 The Authority may exercise its rights set out in paragraph 24.2 if any of the following events occur:
- 24.1.1 the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
 - 24.1.2 the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority.
 - 24.1.3 where delivery of the Funded Activities does not start within three months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
 - 24.1.4 the Grant Recipient uses the Grant for Ineligible Expenditure.
 - 24.1.5 the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and, with meeting the Agreed Outputs set out in Annex 2 of these Conditions.
 - 24.1.6 the Grant Recipient fails to:
 - (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 24.3.4, or
 - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority.
 - 24.1.7 the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption).
 - 24.1.8 the Grant Recipient fails to declare Duplicate Funding.
 - 24.1.9 the Grant Recipient fails to declare any Match Funding in accordance with paragraph 4.7;
 - 24.1.10 the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute.
 - 24.1.11 the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant.
 - 24.1.12 the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;

- 24.1.13 the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context.
 - (iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent.
 - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities.
- 24.1.14 the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation).
- 24.1.15 the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.
- 24.1.16 The Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 29.2.
- 24.1.17 The Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:
- (i) will be materially detrimental to the Funded Activities and/or.
 - (ii) the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient.
 - (iii) the Authority believes that the Change of Control would raise national security concerns and/or.
 - (iv) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.
- 24.2 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

Rights reserved for the Authority in relation to an Event of Default

- 24.3 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:
- 24.3.1 suspend or terminate the payment of all or part of the Grant for such period as the Authority shall determine; and/or
 - 24.3.2 reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
 - 24.3.3 require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or
 - 24.3.4 give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraph 24.4 and/or
 - 24.3.5 terminate the Grant Funding Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

- 24.4 Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 24.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.
- 24.5 The draft Remedial Action Plan shall set out:
- 24.5.1 full details of the Event of Default; and
 - 24.5.2 the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.
- 24.6 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.
- 24.7 The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.
- 24.8 If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 24.9 If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
- 24.10 The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 24.3.3 or 24.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

General Termination rights – Termination for Convenience

- 24.11 Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to paragraph 24.3.4 above, either Party may terminate the Grant Funding Agreement at any time by giving at least three months written notice to the other Party.
- 24.12 If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 24.13 If the Authority terminates the Grant Funding Agreement in accordance with paragraph 24.11 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Authority.
- 24.14 The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.
- 24.15 Nothing in the Grant Funding Agreement will affect any provision which is expressly or by implication intended to apply or continue to apply for any reason following termination of this Agreement.

Change of Control

- 24.16 The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 24.17 The Grant Recipient shall ensure that any notification made pursuant to paragraph 24.16 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 24.18 Where the Grant Recipient has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 24.16 shall include any changes to the consortium members as well as the lead Grant Recipient.
- 24.19 Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 24.1 of these Conditions by providing the Grant Recipient with notification of its proposed action in writing within three months of:
- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
 - (ii) where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
- 24.20 The Authority shall not be entitled to terminate where an approval was granted prior to the Change of Control.

25. EXIT PLAN

- 25.1 Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within three months of the signing of the Grant Funding Agreement.

26. DISPUTE RESOLUTION

- 26.1 The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.
- 26.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminates the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.
- 26.3 If the dispute cannot be resolved between the Parties Representatives within a maximum of 30 days, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

27. LIMITATION OF LIABILITY

- 27.1 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.
- 27.2 Subject to this paragraph 27, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

28. VAT

- 28.1 If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 28.2 All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

29. CODE OF CONDUCT FOR GRANT RECIPIENTS

- 29.1 The Grant Recipients acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- 29.2 The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 29.3 The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some

or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 24.1.7.

30. NOTICES

- 30.1 All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 7 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 7 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

31. GOVERNING LAW

- 31.1 These Conditions will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

ANNEX 2 – THE FUNDED ACTIVITIES

Purpose of the Grant

The purpose of the grant programme is to support District Councils in Northern Ireland to build capacity and capability to ensure the safety of consumers. It funds targeted and prioritised regulatory activity on non-food consumer products. This is part of our approach to ensure we have robust market surveillance across the UK.

Background

The Office for Product Safety and Standards (OPSS) is the national regulator for product safety. It was established to lead and co-ordinate the UK product safety system to deliver improved protections for consumers and better support for industry across the UK. It is responsible for developing and building national capacity and capability for product safety that is consistent and applied uniformly across the UK.

Aims and Objectives of the Funded Activities

The Grant is provided to District Councils in Northern Ireland to enhance enforcement capacity and capability to support their development of effective mechanisms to protect consumers and the UK internal market.

The funding may be used for a range of activity on non-food products, including to:-

- build on previous product safety capacity and capability building work
- ensure access to enforcement equipment and facilities;
- provide advice and support to local businesses to meet their obligations under product safety legislation for importing and appropriate labelling/marketing of goods;
- define work processes;
- develop officers' understanding of local supply chains and their associated risks; and
- ensure adequate prioritisation of effort and resource against OPSS policy and national regulatory interests
- ad hoc requests for case studies or other additional information.

Reporting Arrangements

These are expected to include: inputs to relevant databases; quarterly submission of records of activity (format to be agreed); and a review meeting at the end of the grant funding year.

During the year OPSS may seek information about operational methods, activities, engagement with businesses and outcomes.

ANNEX 3 – PAYMENT SCHEDULE

The Authority will pay the grant on receipt of eligible expenditure claims. Payment will be made in arrears (December 2022 and March 2023).

All invoices to be submitted quarterly through the LAU.OPSS@beis.gov.uk email address. All claims should be submitted by 31st May 2023.

When making a Grant claim, as set out in the standard terms and conditions in the Grant Funding Agreement, we may request, and you must supply proof of expenditure and any other supporting documentation as we may require.

ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS

Guidance: The Grant Recipient must complete parts 1 to 5. Part 5 must only be completed by the person who signed the Grant Funding Agreement with the Authority, or their replacement.

The Grant Recipient should take a photocopy of the form for their records and return the original along with the signed Grant Funding Agreement to the address indicated in the Grant Funding Agreement.

Part 1: Grant recipient details

<p>Name of Main Grant Holder</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Address of Grant Holder</p> <input style="width: 100%; height: 100px;" type="text"/>
<p>Grant Determination number</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Postcode:</p> <input style="width: 100%; height: 30px;" type="text"/>
<p>Grant name</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Contact telephone number</p> <input style="width: 100%; height: 30px;" type="text"/>

Part 2: Bank details

<p>Bank / Building Society name</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Account name</p> <input style="width: 100%; height: 30px;" type="text"/>
<p>Branch name</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Account number</p> <input style="width: 100%; height: 30px;" type="text"/>
<p>Bank sort code</p> <input style="width: 20px; height: 20px;" type="text"/> - <input style="width: 20px; height: 20px;" type="text"/> - <input style="width: 20px; height: 20px;" type="text"/>	<p>Account type</p> <input style="width: 100%; height: 30px;" type="text"/>
<p>Building Society roll number</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Branch address</p> <input style="width: 100%; height: 30px;" type="text"/>
	<p>Postcode:</p> <input style="width: 100%; height: 30px;" type="text"/>

Part 3: Address for remittance advice

Choose one method only

Send our remittance advice by post ►

Send our remittance advice via email

<p>Postal address (if different from Part 1)</p> <input style="width: 100%; height: 30px;" type="text"/>
<p>Postcode</p> <input style="width: 100%; height: 30px;" type="text"/>

Part 4: Authorised signatories

The names and specimen signatures of people authorised to sign claim forms on behalf of the person who signed the Grant Funding Agreement are shown below. These signatures are binding on this organisation in respect of the Agreement.

<p>Name</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Position in the organisation</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Signature</p> <input style="width: 100%; height: 40px;" type="text"/> <p>Date</p> <input style="width: 100%; height: 20px;" type="text"/>	<p>Name</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Position in the organisation</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Signature</p> <input style="width: 100%; height: 40px;" type="text"/> <p>Date</p> <input style="width: 100%; height: 20px;" type="text"/>
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Part 5: Grant recipient declaration

To be completed by the person who signed the Grant Funding Agreement

- I certify that the information given on this form is correct.
- I agree that following discussions, any overpayments can be automatically recovered from future payments.

<p>Name</p> <input style="width: 100%; height: 45px;" type="text"/> <p>Date</p> <input style="width: 100%; height: 20px;" type="text"/>	<p>Signature <i>(the person who signed the agreement)</i></p> <input style="width: 100%; height: 45px;" type="text"/>
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Return this form to the address indicated in the Grant letter, alongside a signed Grant Funding Agreement.

General Data Protection Regulation (2018): The information on this form will be recorded on the Authority’s computer system. The information provided will be used for paying your fees and will not be passed to anyone outside of the Authority without the permission of the Grant Recipient.

ANNEX 7 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

Name of contact	Debra MacLeod
Position in organisation	Head of Local Authority Unit - Engagement (LAU)
Email address	debra.macleod@beis.gov.uk
LAU Email address	LAU.opss@beis.gov.uk
Telephone number	020 7215 0973
Fax number	
Postal address	1 Victoria St, London SW1H 0ET

This information is correct at the date of the Grant Funding Agreement. The Authority will send you a revised contact sheet if any of the details change.

The Grant Recipient's main contact in connection with the Grant Funding Agreement is:

Reference	
Organisation	
Name of contact	
Position in organisation	
Email address	
Telephone number	
Fax number	
Postal address	

Please inform the Authority if the Grant Recipient's main contact changes.

Report to:	Active and Healthy Communities Committee
Date of Meeting:	16 January 2023
Subject:	Consultation Response: Proposed changes to the Food Law Code of Practice (Northern Ireland) in relation to a new food standards delivery model.
Reporting Officer (Including Job Title):	Eoin Devlin Assistant Director of Health and Wellbeing
Contact Officer (Including Job Title):	Sinead Trainor Head of Environmental Health (Commercial)

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

	For decision	X	For noting only	
1.0	Purpose and Background			
1.1				That the Committee consider and agree to return the attached Consultation response.
2.0	Key issues			
2.1				<p>In Northern Ireland, district councils (DCs) are Competent Authorities responsible for verifying compliance with food law in the majority of food businesses. The Food Standards Agency (FSA) is responsible for providing advice and guidance on the approach that DCs should take, and this is set out in the Food Law Code of Practice (the Code). DCs have a duty to have regard to the provisions in the Code in relation to the delivery of Official Controls.</p> <p>The Code requires regular review and revision to ensure that it reflects current priorities, policy, and legislative requirements so that DCs delivery of food control activities remain effective, consistent, and proportionate.</p> <p>The purpose of this consultation is to provide stakeholders with an opportunity to comment on the current proposals for amending the Code for Northern Ireland.</p> <p>Key proposals include:</p> <ul style="list-style-type: none"> • modernisation of the approach to food standards delivery specified within the Code, in particular the incorporation of a new Food Standards Intervention Rating Scheme, and a Decision Matrix to determine the appropriate frequency of Official Controls based on the risk posed by a food business • changes to sections of the Code relating to the delivery of interventions and enforcement to support the principles of the new food standards delivery model.
3.0	Recommendations			
3.1				That the Committee agree to return the attached Consultation response. The response has been submitted by the required date (9 January 2023) on the proviso that it is subject to Council Approval.

4.0	Resource implications
4.1	None
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale: N/A</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service

	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs <input checked="" type="checkbox"/></p>
7.0	Appendices
	Appendix 1: NMDDC Response to Consultation: The Food Law Code of Practice in England
8.0	Background Documents
	<p>https://www.food.gov.uk/our-work/consultation-pack-on-proposed-changes-to-the-food-law-code-of-practice-northern-ireland-in-relation-to-the-new-food-standards</p>

Consultation response template



Name: Sinead Trainor

Organisation: Newry Mourne and Down District Council

Email: sinead.trainor@nmandd.org

Question 1. Does the layout / presentation of the proposed revisions to the Code facilitate consistent interpretation? If not, how could they be improved?

Newry, Mourne and Down District Council agree that the presentation and layout of the revisions of the Code facilitate consistent interpretation.

Question 2. Do you agree that the proposed changes to the food standards intervention rating scheme provide DCs with the ability to deploy current resources more effectively by improving the way in which the levels of risk and compliance associated with a business are assessed? If not, why not? (Please specify any aspects of the new model which require further consideration, and why).

Newry, Mourne and Down District Council agrees that the proposed changes to the food standards intervention rating scheme does provide District Councils with the ability to deploy current resources more effectively as the proposed matrix will enable focus on non-compliant businesses. The proposed scheme provides for a more realistic assessment of risk by assessing inherent risk and business compliance separately which provides for a more proportionate and targeted enforcement regime.

Question 3. Do you agree that the proposed frequencies for official controls, specified in the decision matrix, within the new food standards intervention rating scheme are appropriate based on the levels of risk and compliance associated with the business? If not, please identify any concerns you have with the proposed frequencies.

Newry, Mourne and Down District Council is of the opinion that the proposed frequency of 6 & 10 years is too long a period to leave a business uninspected as business activities could significantly change in this time. Newry, Mourne and Down District Council also believe that the priority intervention frequencies of 1 month will be onerous especially as these require an inspection, partial inspection or audit. The FLCOP should be clear if a rescore can be undertaken after assessment of the non-compliance identified in the priority intervention rather than completing a full inspection, partial

inspection or audit provided other areas of the businesses activities have remained the same.

Question 4. Do you foresee any problems with the proposals under consultation? If yes, please outline what these problems are and what, if any, solutions we should consider?

Newry, Mourne and Down District Council foresee problems in the mapping of data for the new FS model and subsequent implementation. Newry, Mourne and Down District Council are concerned regarding the mapping of data from the current scheme as some of the required fields in the risk assessment have not been scored previously in this format. Management information systems will require significant revisions, that will take considerable time and verification to ensure the data has mapped correctly. Newry, Mourne and Down District Council also anticipate a large volume of premises will require an inspection in the initial period of operating the new model, which will put additional resource pressures on the department. Newry, Mourne and Down District Council are aware that a number of proposals such as the Scenario rule (page 91) and the additional compliance risk factor for allergen information (page 90) were not included in the pilot and therefore the impact on workload has not been assessed. Newry, Mourne and Down District Council would anticipate a significant increase in priority interventions resulting from these changes and would request that the impact of these changes are evaluated. Newry, Mourne and Down District Council also anticipate difficulties with food service planning due to the reactive nature of the new model. It will be difficult to estimate the numbers of planned interventions as a premises requiring a priority intervention may require multiple interventions in year. In addition this will be further complicated due to the intelligence element of the model.

Question 5. Do you agree with our assessment of the impacts on DCs and our assumptions on familiarisation resulting from the proposed changes to the Code? If not, why not?

Newry, Mourne and Down District Council do not agree that the assessment on impacts accurately reflect the true costs of implementation of the proposed scheme. The assessment specifies FTE of 31 officers. This is a significant underestimation of officers due to the fact that officers in NI undertake combined FH and FS work so the true number should be a combination of FH and FS FTE figures. Newry, Mourne and Down District Council do not believe that 1.7 hours per officer will be sufficient for familiarisation. The FSA should include ongoing consistency exercises during the initial role out and implementation of the revised scheme to ensure consistency in application across Northern Ireland. There is an unknown cost specified for updating of MIS and mapping data to the new model. Newry, Mourne and Down District Council anticipates that this will be a major cost, both in terms of officer and IT resource, and would appreciate clarification on financial support available for this.

Question 6. Do you foresee any other impacts from the implementation of the main proposals detailed beyond those we have identified? Where possible, please explain your views and provide quantifiable evidence (for example, costs associated with updating existing procedures, the benefits of greater flexibility to allocate staff to activities).

Newry, Mourne and Down District Council do not foresee additional impacts other than those noted in the previous question.

Report to:	Active & Healthy Communities Committee
Date of Meeting:	23 January 2023
Subject:	Social Inclusion Update
Reporting Officer (Including Job Title):	Janine Hillen, Assistant Director: Active & Healthy Communities
Contact Officer (Including Job Title):	Justyna McCabe, Programme Coordinator

		For decision	For noting only	x
1.0	Purpose and Background			
1.1	The purpose of the report is to provide an update on the social inclusion work and issues arising.			
1.2	<p>Ukrainian Crisis</p> <p>The Council is working with The Executive Office and other government departments to support the arrival of Ukrainian refugees in our local district and established the Ukraine Assistance Centre (AC) in Newry Leisure Centre in April 2022.</p> <p>The Assistance Centre is a key element of the integration of Ukrainian refugees. It is designed to be a safe space and hosts a number of key public services. Staff are available to listen to the needs of those attending and provide advice on how they might be met, either in the AC or by way of further engagement with the appropriate public service.</p> <p>To date 161 families have visited the Newry Centre and received support from the partner organisations.</p>			
1.3	<p>Inclusive Cities</p> <p>Inclusive Cities is a knowledge exchange initiative supporting UK cities and their local partners to achieve a step-change in their approach towards the inclusion of newcomers in the city. Newry, Mourne and Down joined the programme in January 2020 and it was agreed that Justyna McCabe will be the Operation Lead and the Chairperson will act as the Strategic Lead.</p>			
1.4	<p>Asylum Seekers</p> <p>There is a growing number of people arriving to seek asylum and Asylum Seeker and Refugee policy is an excepted matter and the responsibility of the Home Office. The Northern Ireland Executive do not have statutory powers in respect of immigration and asylum, however they lead on the work to support integration.</p> <p>TEO have asked each council to submit costed (projected) proposals detailing how the council would assist asylum seekers and their integration with local communities. Our draft proposal includes the provision of additional and locally based resources to enhance the existing minority ethnic service and support for the community/voluntary sector partners to provide needs-based wrap around services.</p>			
2.0	Key issues			

2.1	<ul style="list-style-type: none"> • A convening of the Inclusive Cities partners has been scheduled for 2nd and 3rd February in Birmingham and both Operation and Strategic leads are required to attend. • Newry Ukraine Assistance Centre will be open on Wednesday 25th January, 9.30 – 1 pm in Newry Leisure Centre. • Council has been informed that emergency contingency accommodation will be provided in the district. • Councils have been given a verbal assurance that they could proceed ahead with their 2022/23 proposals re asylum seekers support and we are awaiting a written agreement/MOU.
3.0	Recommendations
3.1	<ul style="list-style-type: none"> • To note the contents of this report
4.0	Resource implications
4.1	<p>The Executive Office is expected to cover the costs of the planning, set up, establishment, management and resourcing of the Ukraine Assistance Centres.</p> <p>Travel and accommodation costs for the Inclusive Cities convening will be covered by the organisers.</p> <p>Funding for additional resource for minority support will be progressed on receipt of a written agreement</p>
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>

5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	Appendices
	None
8.0	Background Documents
	None