



March 7th, 2023

To: Chairman

Councillor S Hughes

Vice-Chairman

Councillor U Mackin

Aldermen

A G Ewart MBE, O Gawith, M Henderson MBE, S Martin, S P Porter and J Tinsley

Councillors

R Carlin, A P Ewing, J Lavery BEM, S Lowry, J McCarthy, T Mitchell, The Hon N Trimble

Ex-Officio

The Right Worshipful The Mayor, Councillor S Carson

Deputy Mayor, Councillor M Guy

Notice of Meeting

A meeting of the **Corporate Services Committee** will be held on **Wednesday, 8th March 2023** at **6:00 pm** for the transaction of the undernoted Agenda.

Members are requested to attend..

A hot meal shall be available in Lighters Restaurant from **5.15 pm.**

David Burns, Chief Executive, Lisburn & Castlereagh City Council

Agenda

1.0 APOLOGIES

2.0 DECLARATIONS OF MEMBERS' INTERESTS

(i) Conflict of Interest on any matter before the Meeting (Member to confirm the specific item).

(ii) Pecuniary and Non-Pecuniary Interest (Member to complete the Disclosure of Interest form).

📄 *Disclosure of Interests form.pdf*

Not included

3.0 REPORT OF DIRECTOR OF FINANCE & CORPORATE SERVICES

3.1 Finance & Corporate Services Performance Report (Q3)

📄 *CSC Report F&CS Performance.pdf*

Page 1

📄 *Appendix I Budget Summary Draft Qtr 3 Corporate Services.pdf*

Page 4

📄 *Appendix II - Q3 Service KPIs.pdf*

Page 7

3.2 Acquisitions & Disposals' Policy

📄 *CSC Report re Acquisitions and Disposals Policy.pdf*

Page 10

📄 *Appendix 1 Aquisition Disposal of Land and Property Draft Policy V8 1.3..._.pdf*

Page 13

📄 *Appendix 2 DfC - Lands cases - Guidance for councils - January 2021.pdf*

Page 37

3.3 Community Asset Transfer Policy

📄 *CSC Report re CAT Policy.pdf*

Page 44

📄 *Appendix 1 LCCC CAT Policy V9 FINAL 1.3.23 (004).pdf*

Page 48

4.0 REPORT OF HEAD OF CORPORATE COMMUNICATIONS & ADMINISTRATION

4.1 Health Working Group - Minutes and Update

📄 *CSC Report HWG Report.pdf*

Page 63

📄 *HWG 131222 cleared FB.pdf*

Page 66

- 4.2 Members' Focus Groups: IT Provision and Noting Schedule review**
- [*CSC Report - IT Policy and Noting Schedule.pdf*](#) *Page 68*

 - [*App 1 ToR Members Focus Group.pdf*](#) *Page 72*

 - [*App 2 LG Circular.pdf*](#) *Page 73*
- 4.3 Lagan Valley Island - Building Illumination Requests**
- [*CSC Report - Illumination Requests.pdf*](#) *Page 75*

5.0 REPORT OF HEAD OF FINANCE

- 5.1 Car Parking Bad Debt Write-Off**
- [*CSC Report Car Parking debt write off request.pdf*](#) *Page 79*
- 5.2 Local Government Staff Commission**
- [*CSC Report LGSC 2324.pdf*](#) *Page 82*

 - [*Appendix - LCCC Contribution - 2023-24.pdf*](#) *Page 85*

6.0 REPORT OF HEAD OF HUMAN RESOURCES AND ORGANISATION DEVELOPMENT

- 6.1 Workforce Reports**
- [*HR_OD_Mar_23_Workforce_Report.pdf*](#) *Page 87*

 - [*Copy of Appendix_Workforce_Mar_23.pdf*](#) *Page 90*

 - [*Appendix_Absence.pdf*](#) *Page 91*

 - [*Appendix_Recruitment_Report.pdf*](#) *Page 99*

7.0 CONFIDENTIAL REPORT FROM DIRECTOR OF FINANCE & CORPORATE SERVICES

7.1 Community Investment Fund update - Ballymacash Sports Academy

Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information).

7.2 Parks Accommodation and Equipment Husbandry - New Lease

Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information).

7.3 Estates' Strategy update

Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information).

7.4 Box Office Ticketing System

Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information).

7.5 Management Accounts Period 10

Confidential for reason of information relating to (i) the financial or business affairs of any particular person (including the Council holding that information) and (ii) any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the Council or a Government Department and employees of, or office holders under, the Council.

7.6 Shared Cost Additional Pension Contribution

Confidential for reason of information (i) relating to any individual; (ii) which is likely to reveal the identity of an individual; and (iii) related to the financial or business affairs of any particular person (including the Council holding that information).

8.0 ANY OTHER BUSINESS



Corporate Services Committee

8th March 2023

Report from:

Director of Finance & Corporate Services

Item for Decision

TITLE: Finance & Corporate Services Performance Report

Background and Key Issues:

1. This paper deals with the following areas:
 - Management Accounts covering the period 1st October 2022 to 31st December 2022
 - Q3 2022/23 KPI's

2. Finance & Corporate Services Management Accounts – Q3

Attached as Appendix 1 are the following trading summaries:

- Period 1 (1st October to 31st October 2022)
- Period 2 (1st November to 30th November 2022)
- Period 3 (1st December to 31st December 2022)

3. Q3 2022/23 Finance & Corporate Services KPI's

The Council operates a broad range of KPI's including statutory targets, for example, percentage of household waste collected that is sent for recycling (set externally and reported internally via Council Committees), performance improvement targets (set by Council and reported through Governance & Audit Committee) and operational metrics/service KPIs (set by Council and reported internally via Council Committees).

Appendix 2 provides an outline of performance for Q3 (Oct - Dec 22) for the operational metrics/service KPIs.

Recommendation:

It is recommended that Members note and scrutinise:

1. Management Accounts covering the period 1st October 2022 to 31st December 2022 – Appendix 1.
2. The outturn of operational metrics/service KPIs for Q3 (1st October 2022 to 31st December 2022) – Appendix 2.

Finance and Resource Implications:

None

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy?

If no, please provide explanation/rationale

N/A

If yes, what was the outcome?:

Option 1 Screen out without mitigation	<input type="text" value="Yes/No"/>	Option 2 Screen out with mitigation	<input type="text" value="Yes/No"/>	Option 3 Screen in for a full EQIA	<input type="text" value="Yes/No"/>
--	-------------------------------------	---	-------------------------------------	--	-------------------------------------

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

Insert link to completed Equality and Good Relations report:

2. Rural Needs Impact Assessment:

Has consideration been given to Rural Needs?	<input type="text" value="No"/>	Has a Rural Needs Impact Assessment (RNIA) template been completed?	<input type="text" value="No"/>
--	---------------------------------	---	---------------------------------

If no, please given explanation/rationale for why it was not considered necessary:

N/A

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

No

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

Appendix 1 Management Accounts for Q3 (1st October 2022 to 31st December 2022)

Appendix 2 Operational metrics/Service KPIs for Q3 (1st October 2022 to 31st December 2022)

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

No

If Yes, please insert date:

Department	Month:-		Oct-22	
	Annual Budget	Budget to date	Total Actual & Committed	Total Variance
Expenditure:				
Payroll				
Director of Finance & Corporate Services	270,800	157,841	154,576	(3,265)
Corporate Communications & Admin	2,571,290	1,499,756	1,457,699	(42,057)
Finance	614,380	358,387	359,864	1,477
HR	1,201,370	648,984	643,037	(5,947)
Total Payroll Expenditure:	4,657,840	2,664,968	2,615,176	(49,792)
Non-Payroll				
Director of Finance & Corporate Services	119,000	17,583	17,761	178
Corporate Communications & Admin	2,188,060	1,454,069	1,573,166	119,097
Finance	198,080	140,481	134,972	(5,509)
HR	554,439	251,150	228,430	(22,720)
Total Non-Payroll Expenditure:	3,059,579	1,863,283	1,954,329	91,046
Total Expenditure	7,717,419	4,528,251	4,569,505	41,254
Income:				
Director of Finance & Corporate Services	0	0	0	0
Corporate Communications & Admin	(727,500)	(428,200)	(488,501)	(60,301)
Finance	(26,780)	(11,667)	(151,954)	(140,287)
HR	(304,339)	(113,089)	(114,167)	(1,078)
Total Income:	(1,058,619)	(552,956)	(754,622)	(201,666)
Overall Net Position:				
Director of Finance & Corporate Services	389,800	175,424	172,337	(3,087)
Corporate Communications & Admin	4,031,850	2,525,625	2,542,364	16,739
Finance	785,680	487,201	342,882	(144,319)
HR	1,451,470	787,045	757,300	(29,745)
Net Overall Position	6,658,800	3,975,295	3,814,883	(160,412)
Total Net Overall Position	6,658,800	3,975,295	3,814,883	(160,412)

Corporate Services - Oct 2022 to Dec 2022

Department	Month:-		Nov-22	
	Annual Budget	Budget to date	Total Actual & Committed	Total Variance
Expenditure:				
Payroll				
Director of Finance & Corporate Services	270,800	180,433	177,473	(2,960)
Corporate Communications & Admin	2,571,290	1,713,873	1,687,723	(26,150)
Finance	614,380	409,585	415,053	5,468
HR	1,201,370	749,194	780,549	31,355
Total Payroll Expenditure:	4,657,840	3,053,085	3,060,798	7,713
Non-Payroll				
Director of Finance & Corporate Services	119,000	17,667	20,048	2,381
Corporate Communications & Admin	2,188,060	1,577,986	1,676,345	98,359
Finance	198,080	143,602	141,304	(2,298)
HR	554,439	286,818	260,349	(26,469)
Total Non-Payroll Expenditure:	3,059,579	2,026,073	2,098,046	71,973
Total Expenditure	7,717,419	5,079,158	5,158,844	79,686
Income:				
Director of Finance & Corporate Services	0	0	0	0
Corporate Communications & Admin	(727,500)	(459,100)	(515,545)	(56,445)
Finance	(26,780)	(13,333)	(160,591)	(147,258)
HR	(304,339)	(206,339)	(208,857)	(2,518)
Total Income:	(1,058,619)	(678,772)	(884,993)	(206,221)
Overall Net Position:				
Director of Finance & Corporate Services	389,800	198,100	197,521	(579)
Corporate Communications & Admin	4,031,850	2,832,759	2,848,523	15,764
Finance	785,680	539,854	395,766	(144,088)
HR	1,451,470	829,673	832,041	2,368
Net Overall Position	6,658,800	4,400,386	4,273,851	(126,535)
Total Net Overall Position	6,658,800	4,400,386	4,273,851	(126,535)

Corporate Services - Oct 2022 to Dec 2022

Department	Month:-		Dec-22	
	Annual Budget	Budget to date	Total Actual & Committed	Total Variance
Expenditure:				
Payroll				
Director of Finance & Corporate Services	270,800	203,024	203,996	972
Corporate Communications & Admin	2,571,290	1,928,930	1,872,203	(56,727)
Finance	614,380	460,783	466,796	6,013
HR	1,201,370	856,403	898,639	42,236
Total Payroll Expenditure:	4,657,840	3,449,140	3,441,634	(7,506)
Non-Payroll				
Director of Finance & Corporate Services	119,000	20,750	12,701	(8,049)
Corporate Communications & Admin	2,188,060	1,700,819	1,779,565	78,746
Finance	198,080	150,102	151,042	940
HR	554,439	358,466	328,924	(29,542)
Total Non-Payroll Expenditure:	3,059,579	2,230,137	2,272,232	42,095
Total Expenditure	7,717,419	5,679,277	5,713,866	34,589
Income:				
Director of Finance & Corporate Services	0	0	0	0
Corporate Communications & Admin	(727,500)	(497,605)	(546,831)	(49,226)
Finance	(26,780)	(15,000)	(216,266)	(201,266)
HR	(304,339)	(235,589)	(237,822)	(2,233)
Total Income:	(1,058,619)	(748,194)	(1,000,919)	(252,725)
Overall Net Position:				
Director of Finance & Corporate Services	389,800	223,774	216,697	(7,077)
Corporate Communications & Admin	4,031,850	3,132,144	3,104,937	(27,207)
Finance	785,680	595,885	401,572	(194,313)
HR	1,451,470	979,280	989,741	10,461
Net Overall Position	6,658,800	4,931,083	4,712,947	(218,136)
Total Net Overall Position	6,658,800	4,931,083	4,712,947	(218,136)

Performance Summary

Finance & Corporate Services

(Type = 'Service')

Monday 6th of February 2023



Red = Target missed or measure overdue
 Amber = Measure due but not complete
 Green = Target met or exceeded
 Grey = Measure not yet due

Finance & Corporate Services	2 Red
Human Resources and Organisational Development	2 Red, 1 Green
Facilities Management	1 Grey
Finance	2 Red

FINANCE & CORPORATE SERVICES				DUE 1ST JAN 23						
211 : Organisational Absence LCCC Organisation - The average number of working days lost due to absences reduced. Actual absence				<table border="1"> <tr> <th>TARGET</th> <th>ACTUAL</th> <th>STATUS</th> </tr> <tr> <td>3</td> <td></td> <td>Red</td> </tr> </table>	TARGET	ACTUAL	STATUS	3		Red
TARGET	ACTUAL	STATUS								
3		Red								
TARGET	3	3	3							
ACTUAL	2.76	4.08								
<p>Notes: This information is not yet available due to the ongoing transition to the new HR system. This will be populated at a later date.</p>										

FINANCE & CORPORATE SERVICES				DUE 1ST JAN 23						
211 : Organisational Absence LCCC Organisation - The average number of working days lost due to absences reduced. Rolling Year Absence				<table border="1"> <tr> <th>TARGET</th> <th>ACTUAL</th> <th>STATUS</th> </tr> <tr> <td>12</td> <td>13.09</td> <td>Red</td> </tr> </table>	TARGET	ACTUAL	STATUS	12	13.09	Red
TARGET	ACTUAL	STATUS								
12	13.09	Red								
TARGET	12	12	12							
ACTUAL	10.97	13.09								
<p>Notes: Covid related absence has not been included as Covid absence cannot currently be included in the triggers for monitoring under the policy. If Covid related absence was to be included the figure would be 15.96</p>										

HUMAN RESOURCES AND ORGANISATIONAL DEVELOPMENT				DUE 1ST JAN 23						
14 : Employee Training Number of hours of off the job training per employee. Number of Hours				<table border="1"> <tr> <th>TARGET</th> <th>ACTUAL</th> <th>STATUS</th> </tr> <tr> <td>12</td> <td>8.81</td> <td>Red</td> </tr> </table>	TARGET	ACTUAL	STATUS	12	8.81	Red
TARGET	ACTUAL	STATUS								
12	8.81	Red								
TARGET	4	8	12							
ACTUAL	3.77	7.02	8.81							
<p>Notes: Currently there are technical courses which are still running and can not be reported on until completion. Additionally, a number of training courses were arranged and were poorly attended this will be addressed with the relevant services.</p>										

HUMAN RESOURCES AND ORGANISATIONAL DEVELOPMENT				DUE 1ST JAN 23						
15 : Elected Member Training Total number of hours of training per elected member. Number of Hours				<table border="1"> <tr> <th>TARGET</th> <th>ACTUAL</th> <th>STATUS</th> </tr> <tr> <td>6</td> <td>0.49375</td> <td>Red</td> </tr> </table>	TARGET	ACTUAL	STATUS	6	0.49375	Red
TARGET	ACTUAL	STATUS								
6	0.49375	Red								
TARGET	2	4	6							
ACTUAL	0.135	0.49375	0.49375							
<p>Notes: Only ran one course this quarter for Elected Members which was not attended and in this regard, the previous figure of 0.49375 remains.</p>										

HUMAN RESOURCES AND ORGANISATIONAL DEVELOPMENT

DUE 1ST APR 2023

209 : Health & Wellbeing Health & Wellbeing Initiatives .The number and type of Health & Wellbeing Initiatives delivered during 2022/23

TARGET
6

ACTUAL
24

STATUS
Green

TARGET 6
ACTUAL **24**

Notes: 8 events were held during Q3. • October – Breast Cancer Awareness Month. This initiative promoted awareness in both male and female breast cancer. • World Menopause Day • Movember – promoting men’s health • HSF Health Plan promotion • Christmas Wreath Workshops • Christmas Shopping Tips from the Consumer Council webinar • Financial Health – highlights information and tools to support financial health • Christmas Wellbeing Tips – tips to support mental health over the festive season

FACILITIES MANAGEMENT

DUE 1ST APR 23

199 : Customer Experience Rating Customer satisfaction levels in relation to a number of LVI service offerings such as weddings/registration, conferencing and theatre. Customer Satisfaction

TARGET
85%

ACTUAL

STATUS
Grey

TARGET 85%
ACTUAL

Notes: Whilst this target is not measured formally until year end, it is tracked informally, with current customer satisfaction levels reaching 94%. All Conference external clients and catchment of Theatre patrons are surveyed via SmartSurvey on a monthly basis, overall targets on customer satisfaction are being achieved. Registration customers attending birth and marriage appointments are surveyed via Smartsurvey on a monthly basis also, overall targets on customer satisfaction are being achieved with positive feedback being provided on a monthly basis.

FINANCE

DUE 1ST JAN 23

16 : Prompt Payment Prompt Payment Indicators .Percentage supplier invoices paid within 30 Days

TARGET
100%

ACTUAL
86.55%

STATUS
Red

TARGET 100% 100% 100%
ACTUAL **90.56%** **86.46%** **86.55%**

Notes: This target will be challenging until the introduction of a new finance system. The new system is in implementation stage and is expected to go live by the end of the financial year 22/23.

FINANCE

DUE 1ST JAN 23

16 : Prompt Payment Prompt Payment Indicators .Percentage supplier invoices paid within 10 days

TARGET
90%

ACTUAL
74.64%

STATUS
Red

TARGET 90% 90% 90%
ACTUAL **78.54%** **73.76%** **74.64%**

Notes: This target will be challenging until the introduction of a new finance system. The new system is in implementation stage and is expected to go live by the end of the financial year 22/23.



Corporate Services

8th March 2023

Report from:

Director of Service Transformation

Item for Decision

TITLE: Acquisitions and Disposals Policy for Consultation

Background and Key Issues:

Background

1. As part of the Member consideration at a previous committee regarding disposal of various parcels of land, Members noted that there was no formal policy on acquisitions and disposals and a request was made that such a policy be drafted and brought back for consideration.
2. Members will note that within this evening's committee schedule that there is an update on the Estates function with an attached plan of actions for improvement. This includes the development of the policy attached and for consideration by Members, ahead of public consultation.

Key Issues

1. A draft policy for acquisitions and disposal of land and property is attached at **Appendix 1**. This policy provides guidance on both governance and the process in relation to selling or buying land/property assets. The policy as drafted follows best practice.
2. Contained within the appendices to the policy are flow charts outlining requisite guidance in how the matter should be considered, the legislative requirements and the associated processes. This draft policy is cross referenced with the draft Community Asset Transfer Policy also for consideration at this committee, in so far as disposing of an asset through that mechanism.

3. Members are asked to give scrutiny and approval to the draft policy for the purposes of progressing to the public consultation. This consultation will be undertaken following prior engagement with DfC and our legal representatives. The equality and rural screening has been complete and is presented for scrutiny as part of the draft policy considerations.
4. Attached at **Appendix 2** is correspondence from DfC reminding Councils in respect of their obligations in dealing with land and property assets. A key point that DfC wish to emphasise is that when a Council is disposing of an asset on a less than best price, DfC must be consulted and give permission to do the same.
5. When considering the sale or transfer to a community interest group, this is usually done on a less than best price basis but has regard for the wider community benefits. A draft Community Asset Transfer policy is presented under a separate report for this evening's schedule.
6. Following the requisite consultations, an update will be brought back to Members for final consideration and adoption.
7. Members will have noted that it was proposed in the agreed redrafting of the terms of reference of committees that the future Regeneration and Growth Committee will deal with these matters.

Recommendation:

It is recommended that Members consider and approve the draft Acquisitions and Disposal of Land and Property policy for forwarding to public consultation, post the prerequisites outlined.

Finance and Resource Implications:

The policy has been drafted internally and are integrated within the emerging draft Estates Strategy.

The objectives of the policy is to protect and maximise the Council's asset base whilst ensuring operational effectiveness through direct and indirect service delivery.

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy?

Yes

If no, please provide explanation/rationale

If yes, what was the outcome?:

Option 1
Screen out
without mitigation

 Yes

Option 2
Screen out with
mitigation

 No

Option 3
Screen in for
a full EQIA

 No

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

Insert link to completed Equality and Good Relations report:

<https://www.lisburncastlereagh.gov.uk/council/publications/equality-section-75/equality-screening-reports>

2. Rural Needs Impact Assessment:

Has consideration been
given to Rural Needs?

 Yes

Has a Rural Needs Impact
Assessment (RNIA) template been
completed?

 Yes

If no, please give explanation/rationale for why it was not considered necessary:

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

 No

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

Appendix 1 – Draft Policy for Acquisitions and Disposal
Appendix 2 – Correspondence from DfC re dealing with land & property assets

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

 No

If Yes, please insert date:



Draft Policy for the Acquisition and Disposal of Land and Property

Version Control			
Version	Change	Author	Date
7	Final review	AR/DR/AG	24/2/2023
8	Further amendments	DR	1/3/23

LISBURN & CASTLEREAGH CITY COUNCIL

DRAFT POLICY FOR THE ACQUISITION AND DISPOSAL OF LAND AND PROPERTY

1.0 INTRODUCTION

The purpose of the Council's Acquisition & Disposal Policy is to set out and inform Members, Officers and other interested parties as to the principles and procedures and a framework by which the Council will acquire and/or dispose of land and property including the disposal of such assets via lease.

The Council's Valuer in respect of this policy is Land & Property Services (LPS) or an alternative firm of chartered surveyors recommended by LPS. The Council's Assets Department will obtain any valuations required in this respect.

2.0 LEGISLATIVE FRAMEWORK

AQUISITION

Councils are empowered to acquire land and property to facilitate functions for which they are responsible. Lisburn & Castlereagh City Council must comply with the Statutory Obligations as contained within Section 96 of the Local Government Act (Northern Ireland) 1972; The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, appropriate extracts of which are cited at **Appendix 1**; and the Local Government Act (Northern Ireland) 2014.

DISPOSAL

The disposal of land and property is one of the most sensitive issues which Councils have to deal with. Councils are empowered under The Local Government Act (Northern Ireland) 1972 to dispose of land and property but are subject to various constraints, some enshrined in law, (see **Appendix 2**) whilst others arise due to the expectation and need for Councils to act in a fair and a transparent manner when disposing of such assets.

Councils must also bear in mind the guidance contained in the Disposal of Surplus Public Sector Property in Northern Ireland, issued by the Central Advisory Unit and any relevant circulars and guidance issued through Department of Finance and Department for Communities. This guidance is recognised as best practice by the Northern Ireland Audit Office

It is therefore clear that the Council is bound to achieve the "best price or for the best rent or otherwise on the best terms that can be reasonably obtained".

In accordance with Section 7 (3) of the Local Government Act (Northern Ireland) 2014, the acquisition or disposal of land must be a Council decision and cannot be delegated to any officer. Therefore the decision making process in respect of all such matters is

that the acquisition or disposal is referred to the relevant Committee with responsibility for decision and then to full Council for ratification.

For the purposes of this policy and for the avoidance of doubt, the disposal of land and property via lease is also covered by this policy and procedure. However, the awarding of a licence as a short term agreement in order to execute works by third parties is considered to be an operational matter and thus delegated to the relevant officer for Committee noting.

5. DEFINITION OF ACQUISITION

For the purposes of the Policy, an acquisition of land or property is considered to be an outright acquisition if it consists of:-

- a) A transfer of the freehold of the asset; or
- b) A transfer of the leasehold of the asset

The acquisition of any interest, e.g. wayleave, easement, or reversionary lease is still regarded as an acquisition.

6. THE ACQUISITION POLICY

Prior to Council acquiring any land or property and/or any interest in land or property, a Business Case should be prepared by the relevant Head of Service or Director, setting out the purpose for which the asset is being acquired; the evidence justifying the need; the timescale in which the asset is required; together with a full Business Case Options Appraisal. This Appraisal, including a whole of life costing, should involve an appraisal of all the options for delivery of the final objective. Consideration should also be given to all other Council owned property and its potential suitability to deliver the objective, prior to any acquisition.

Any decision to acquire a land or property asset should be informed by both capital and revenue implications of ownership and the risk associated therewith. This report must be agreed with the Head of Finance and Corporate Management Team prior to presentation to relevant service home Committee to approve the business need and Business Case and then to Regeneration and Growth Committee to approve the acquisition.

Acquisition Criteria

- The acquisition makes a positive contribution to current/future delivery of Council services.
- The proposed acquisition has the potential for future strategic regeneration and development.

It is a requirement as part of this policy that the appointed Estates Officer must carry out a due diligence on the asset being proposed to acquire. This includes, but not exclusively, the following.

- Title including any incumbencies, rights of way, covenants etc.
- Planning assessment.
- Condition Report if appropriate.
- Adjacencies of land and property interests.
- Overhead and underground infrastructure, wayleaves, existing or planned.

7. PROCEDURES FOR ACQUISITION

7.1 Acquisition of Property

Should Council require land or property which meet the relevant service criteria the following will be undertaken:-

7.1.1 Option Appraisal

Completion of an options appraisal which shows the most economic and efficient funding arrangements and demonstrates the benefits and positive outcomes.

7.1.2 Legal Consultation

This will form part of the business case.

- Council will be advised via a report to the designated Services Committee as to the title to the property together with any rights, obligations or potential hindrances to the acquisition of the property. Where the Disposing Party intends to include covenants or impose conditions, then legal advice will be sought concerning these prior to the property being acquired.

7.1.3 Ascertain Valuation

- Upon confirmation of the Council decision to acquire, the Assets Unit will appoint and liaise with either Land and Property Services or another firm of chartered valuers recommended by LPS in order to obtain a market value.
- The Valuers appointed as the Council's agent will act within the framework of the Acquisition Policy, namely that Council should bid within the accepted tolerances of the amount recommended by the professional Valuer.

Any valuation report informing the acquisition value should be received within the six month period prior to the acquisition taking place.

7.1.4 Instruct Solicitors

Following approval by Corporate Management Team appoint a solicitor from the Corporate Services framework. The Assets Unit will liaise with the solicitor to ensure satisfactory completion of the acquisition.

All acquisitions will be registered through the appointed solicitor as a matter of course within land registry within six months of the acquisition. In addition, the Council's Asset Register will be updated so as to inform the Council balance sheet and maintenance schedules.

8. DEFINITION OF DISPOSAL

For the purposes of the Policy, a disposal of land or property is considered to be an outright disposal if it consists of:-

- a) A transfer of the freehold of the asset; or
- b) A transfer of the leasehold of the asset.
- c) Lease or sub lease of Council asset or any part thereof

The disposal of any interest, e.g. wayleave, easement, or reversionary lease is still regarded as a 'disposal' but, as will be noted below, the disposal of such interests are not necessarily subject to the same requirements of public advertisement etc. Examples of such disposals would include wayleaves to NIE etc.

9. THE DISPOSAL POLICY

Any disposal of Council owned land and property shall be at the best price or for the best rent or otherwise on the best terms that can be reasonably obtained.

Committee may be asked to weigh up open market value against other influencing factors that may influence that value against community and longer term strategic interests. In such circumstances the Community Asset Transfer policy (see below) should apply for community interest. Consequently it would be at the discretion of the Members to determine the parameters that they wish to apply in influencing the ultimate valuation to be agreed in consideration of a disposal be subject to DfC approval.

Except in exceptional circumstances, (see **Appendix 3**), the Council will publicly advertise any land or property deemed surplus to its requirements or which a Third Party seeks to purchase, in such a manner as to ensure that transparency and cross community coverage are achieved.

The disposal of land and property falls into two distinct categories:

1. Land which has been declared surplus to requirements, and
 2. Requests received from third parties to purchase Council Land or property
1. *Land which has been declared surplus to requirement (See Appendix 4)*

A site will be deemed to be surplus to the Council's requirements if either:

- i. It makes no contribution to the delivery of the Council's services
- ii. It has no potential for future strategic or regeneration/redevelopment purposes

- iii. It is not adjacent to a larger are of land or property in the ownership of the Council
- iv. Which is surplus to requirements or under-utilised by the respective service or those of other Council department
- v. An alternative site has been identified which would achieve a more cost effective service delivery
- vi. Its disposal would help facilitate the achievement of the Council's Corporate Plan objectives.
- vii. Where all or part of the property or land is vacant and is likely to remain so for the foreseeable future.

2. *Requests received from third parties to purchase or receive benefit from Council land or property*

Given the range of requests received from third parties to purchase, access, retain interest in, and the like of a piece of land or property from the Council, each request should be dealt with on a case by case basis. However the following should be considered in every request:

- i. S96 of the Local Government (NI) Act 1972 – Requirement to get best price or best rent.
- ii. Any pre-emption rights.
- iii. Has or should market testing take place?
- iv. Should the land or property be placed on the open market – is it effectively surplus?
- v. Consideration of impact on revenue budgets including existing Council contractual obligations to third parties
- vi. How is the land accessed? Can the applicant gain access to the land without going over Council property?
- vii. What is the land required for?
- viii. Is it a key or ransom strip? (Stokes v Cambridge).
- ix. Would disposing of the land have any impact on Council operations or services, including maintenance?
- x. Are there equality implications?
- xi. Would the disposal have a detrimental impact on the remaining land, where only a portion has been requested?
- xii. Is there any relevant historical background to the land?
- xiii. Should any restrictive covenants or special conditions be attached to the disposal?
- xiv. Would the disposal have any impact (positive or negative) on any of the Section 75 groupings or Rural Impact Assessment?
- xv. Is the land to be disposed of a revenue generating asset e.g. carparks?
- xvi. Existing covenants, incumbencies or other restrictions
- xvii. Is there a requirement for community consultation?
- xviii. The extent of the Council's interests/tenure

10. PROCEDURES FOR DISPOSAL

10.1 When land or property is declared surplus by a Council department the following stages in the preparation for disposal will be implemented:-

10.1.1 Internal Consultation

- The matter will be reported to Corporate Management Team in the first instance and following approval, to the relevant Committee responsible for that particular Council Directorate. This report should also include all relevant strategic cross departmental and legal considerations in respect of the asset which will be available from the Assets Unit;
- If the Committee agrees that the asset is surplus to the Directorate requirement, the matter will be referred to the Regeneration and Growth Committee for decision through the Assets team;
- If the Regeneration and Growth Committee is satisfied that the asset is surplus to the requirements of any other Council departments, then it will make a recommendation to Council, prior to a commitment being entered into;
- No agreements, arrangements or otherwise, with the exception of licences, in respect of land and property, whether acquisition or disposal, sale or lease, permanent or temporary, should be entered into without prior agreement having been given by the Regeneration and Growth Committee and ratified by Full Council.

10.1.2 Legal Consultation

Council will be advised via a report to the Regeneration and Growth Committee as to the title to the property together with any rights, obligations or potential hindrances to the disposal of the property and claw-back provisions. Where the Third Party intends to include covenants or impose conditions, then legal advice will be sought concerning these prior to the property being disposed. This will be completed by the relevant Director together with the Councils Central Support section.

10.1.3 Identify Development Potential

In order to obtain the optimum return to Council from any sale, an appraisal will be carried out by the relevant Director as to the development potential of the site. This will be completed in consultation with the Assets and Planning teams and will include checking the zoning of the area,

where the land or property is situated, against the Area Plan as well as a Development Management assessment.

Development obligations and timescales would be contained in the contract. The contract would also contain claw-back provisions.

10.1.4 Ascertain Valuation

Upon determination of the potential development uses, the relevant Director will instruct Assets Unit to obtain a valuation from either Land and Property Services or another firm of chartered valuers recommended by LPS (for either lease or sale). The sale or lease value should not be below the valuation unless Committee agree to tone the valuation against the other factors to be weighed, as outlined above.

In all cases where Council proposes to dispose of an interest in land or property at 'less than best price or rent or otherwise on the best terms that can be reasonably obtained' Ministerial approval is required. All applications for such approval must include the following.

- Full details of the proposed disposal
- Terms of the sale/disposal
- Details of any outstanding loans on the property
- A current (i.e. within 6 months) open market valuation of the land from the District Valuer or other qualified valuer
- A map of the area for disposal and its position in relation to other Council property within its immediate vicinity.

10.1.5 Costs

In cases where a Third Party has sought to acquire an interest in Council land or property, the legal; valuation; and Council officer administrative fees will be included in the premium.

10.1.6 Leasing

To ensure a consistent approach to leasing Council property to third parties the Assets Unit in consultation with the commissioning Service Unit shall lead on the leasing process. A standard lease format shall be used, which shall be subject to the addition of any special arrangements pertaining to the particular leasing arrangement required.

Negotiations over the lease must be approached in a constructive and collaborative manner. The agreement to the terms of the lease on a vacant possession letting must be recorded in written heads of terms, stating that it is 'subject to contract' and summarising, as a minimum, the position on each of the aspects detailed in **Appendix 4**.

Leases should be considered on a full repairing and insured basis. The amount of rent, should initially be considered on a commercial basis, as

assessed by Land and Property Services as best rent whilst taking into consideration potential added benefit to the delivery of relevant Council services as a result of the lease e.g. community development or tourism benefits. Where significant community benefit can be established special arrangements may be agreed for example a Community Asset Transfer (CAT).

The Heads of Terms shall be agreed by both parties and approved by the Regeneration and Growth Committee. Following completion the final lease shall be brought to Full Council for Signing and Sealing.

As a matter of course all lessees will be restricted in the extent to which they can sub-lease the property without prior approval through the Council's committee structure. Any alienation clauses should be included in the original lease and be aligned to the overall considerations of the lease arrangements.

10.1.7 Community Asset Transfer

The NI Executive's Community Asset Transfer (CAT) policy was developed to support the commitment in the Programme for Government (2011-2015) to "invest in social enterprise growth to increase sustainability in the broad community sector". The policy provides a framework to facilitate community ownership of surplus public sector assets as an option as part of the normal disposal process.

CAT usually involves a transfer at less than market value, either at a reduced cost, or for a nominal consideration. The social, economic or environmental benefits of the proposed Transfer may be taken into account in determining the value.

Community Asset Transfer can take place in different forms including through:

- a management agreement
- a licence to occupy
- a short lease
- a long lease
- freehold

See separate policy for Community Asset Transfer considerations.

10.1.8 Method of Disposal

The disposal of all land & property will normally be through Land and Property Services Central Advisory Unit. The Northern Ireland Audit Office have stated this to be best practice for Councils. **See Appendix 5**

LPS will value the property which should and CAU will circulate details of the property to all public bodies in Northern Ireland. If, after a reasonable

time no applications of interest are made or negotiations fail to reach agreement, a commercial agent will be appointed to handle the disposal.

The commercial agent will advertise the property sale and it will be disposed of to the best value bidder who meets the Council's conditions as outlined in the property particulars.

There may be exceptions to this e.g. encroachments and in such instances the relevant director will consider the Council's Encroachment Policy and, following the consideration and recommendation of the Council's legal advisor, prepare a report to the Regeneration and Growth Committee.

However, apart from agreed exceptions, for all disposals the Assets Unit will carry out the following:-

- Appoint LPS and Central Advisory Unit.
- If necessary appoint a commercial agent to prepare a marketing plan and property particulars.
- Upon agreement of satisfactory terms with a purchaser, appoint a solicitor from the Corporate Services Legal Framework.
- Following Council agreement and the requisite call-in period, the Council's legal advisor will act on the Council's behalf to complete the disposal.

11. GENERAL

The relevant Director and Assets Unit has responsibility for maintaining records for buildings and land and their disposal.

In order to verify the Fixed Assets of the Council, it is necessary to establish which Fixed Assets have been acquired/disposed of during the year.

Any disposal of property should be in keeping with legislation pertaining to the Disposal of Land/Property.

Audit trails of all disposals will need to be maintained and accessible by internal/external audit to verify actions/values and giving detail as to how Council made the decision to dispose. Any appointment of a third party consultant must reserve the right of access to their records in relation to the transaction. This will be dealt with by way of appropriate contract conditions.

APPENDIX 1

LEGAL AUTHORITY TO ACQUIRE LAND

Under Sections 95 and 96 of the Local Government Act (Northern Ireland) 1972, Councils have the right to acquire and hold land for a number of purposes as follows:-

"PART VII

MISCELLANEOUS FUNCTIONS

Land

95.-(1) A council may provide and maintain offices, halls or other buildings to be used for the purpose of transacting the business of the council or for public meetings, assemblies or entertainments.

(2) A council may acquire land otherwise than by agreement for the purposes of this section.

96.-(1) The purposes for which a council may acquire and hold land shall include:-

(a) the benefit of the inhabitants of its district;

(b) the improvement, development or future development of its district; and for the purposes of section 19 (1) (s) (iv) of the Interpretation Act (Northern Ireland) 1954 and any other transferred provision those purposes shall be deemed to be included among the purposes for which the council is constituted.

(2) The right of a council to acquire land may be exercised, notwithstanding that the land is not immediately required for any of the purposes for which the council is constituted; but the council shall not exercise that right by virtue of this subsection otherwise than with the approval of the Ministry.

Section 8 of The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002 gave additional powers to Councils in relation to economic development:-

8.-(1) A district council may promote the economic development of its district.

(2) Without prejudice to the generality of paragraph (1), a district council may for the purposes of the economic development of its district:-

(a) make payments; and

(b) acquire, hold and develop land.

(3) The power to acquire land under paragraph (2)(b) includes power to acquire it otherwise than by agreement.

(4) In paragraph (2) "develop", in relation to land includes:

(a) erect, alter or extend buildings thereon;

(b) carry out works thereon;

- (c) provide means of access, services and other facilities for persons using the land;
- (d) facilitate the doing of such things by another person;
- (e) manage and dispose of the land.

(5) In exercising its powers under this Article a district council shall have regard to any guidance for the time being issues under paragraph (6).

(6) The Department for the Economy may, after consultation with district councils and other interested bodies or persons, issue guidance as to the exercise by district councils of their powers under this Article.”

APPENDIX 2**LEGAL AUTHORITY TO DISPOSE OF LAND**

Under Section 96(5) of the Local Government Act (Northern Ireland) 1972, Councils have the right to dispose of land but are required to seek the approval of the Department if the disposal of land and property is at less than best price or best rent. The full wording of Section 96(5) is as follows:-

“The right of a Council to dispose of land shall be subject to the following restrictions:-

(a) except with the approval of the Ministry (Department), any disposal of land shall be at the best price or for the best rent or otherwise on the best terms that can be reasonably obtained.;

(b) any disposal of land which has been acquired otherwise than by agreement shall be subject to the right of pre-emption conferred by Section 128 to 131 of the Lands Clauses Consolidation Act 1845.” Councils must also bear in mind the guidance contained in the Disposal of Surplus Public Sector Property in Northern Ireland, issued by the Central Advisory Unit of the VLA; Circulars No LG 03/06 dated 1st June 2006 and LG 02/08 dated 11th January 2008, from DOE Local Government Division.

APPENDIX 3

EXCEPTIONS TO THE GENERAL PRINCIPLE

Council will publicly advertise any land or property deemed surplus or which a Third Party seeks to purchase in such a manner as to ensure that transparency and cross community coverage are achieved.

However, there may be exceptional circumstances to the norm and these are listed below:-

1. Where a Northern Ireland Government Department wishes to acquire an interest in all or part of land or property for a purpose for which it has vesting powers, provided it has obtained the requisite Ministerial approval to acquire and Council can obtain similar Ministerial approval for the disposal of same; or where a Government department, e.g. Department for Infrastructure or N I Water or service provider, e.g. NIE, BT, has statutory powers to access land to provide services;
2. 'Favoured status' may be granted to companies/clubs promoting joint enterprises with Council or where partnership companies have been formed with Council. In such cases the Third Party may be offered land/property at a consideration determined by a valuer without the land/property necessarily being publicly advertised;
3. Clubs or organisations deemed to be providing activities which are consistent with the Council's Corporate Objectives could be granted land/property whereby grant aid significantly or wholly offsets the land valuation;
4. Economic Development Companies could be granted monies to assist in the purchase of land/property provided it is within the parameters of legislative guidance on government aid. This is so as not to create anti competitive assistance;
5. Adjoining landowners may be granted 'favoured' status where the purpose of the Third Party was in accord with Council policy for that area;
6. When availing of the opportunities created under 'the German Land Deal' case law;
7. In cases where Open Market advertising may not achieve the best consideration, e.g:-
 - a. Sales of small areas of land where there is realistically only one potential purchaser, e.g. an adjoining landowner;
 - b. Sales of land where there is a 'special purchaser' for whom the land has a higher value than for anyone else, e.g. 'a ransom strip' or 'key value.'

As referred to within this policy all cases where Council proposes to dispose of an interest in land or property at 'less than best price or rent or otherwise on the best terms that can be reasonably obtained" Ministerial approval is required.

APPENDIX 4**LEASING****1 Negotiations and heads of terms**

- 1.1 Negotiations over the lease must be approached in a constructive and collaborative manner.
- 1.2 The agreement as to the terms of the lease on a vacant possession letting must be recorded in written heads of terms, stating that it is 'subject to contract' and summarising, as a minimum, the position on each of the following aspects:
 - the identity and extent of the premises (and requiring the landlord to arrange the provision of a Land Registry-compliant plan if the lease is registerable)
 - any special rights to be granted, such as parking or telecom/data access
 - the length of term and whether the Landlord and Tenant Act 1954 will apply or be excluded
 - any options for renewal or break rights
 - any requirements for a guarantor and/or rent deposit
 - the amount of rent, frequency of payment and whether exclusive of business rates
 - whether the landlord intends to charge VAT on the rent
 - any rent-free period or other incentive
 - any rent reviews including frequency and basis of review
 - liability to pay service charge and/or insurance premiums
 - rights to assign, sublet, charge or share the premises
 - repairing obligations
 - the initial permitted use and whether any changes of use will be allowed
 - rights to make alterations and any particular reinstatement obligations
 - any initial alterations or fit-out (if known) and
 - any conditions of the letting, such as subject to surveys, board approvals or planning permission
- 1.4 At a lease renewal or extension, the heads of terms must comply with the above except for any terms that are stated to follow the tenant's existing lease subject to reasonable modernisation.

- 1.5 Negotiations should aim to produce letting terms that achieve a fair balance between the parties having regard to their respective commercial interests. The landlord, or its letting agent where relevant, will be responsible for ensuring that heads of terms complying with those provisions are in place before the initial draft lease is circulated

2 Lease Negotiation

2.1 The premises

- 2.1.1 The identity and extent of the premises being let should be clearly defined, including which elements of the structure or fabric are included.
- 2.1.2 A lease plan should be supplied by the landlord for attaching to the lease if that is necessary or desirable for identifying the premises and in all cases where the duration of the lease will exceed seven years, where it should comply with the requirements for registration of the lease at the Land Registry.
- 2.1.3 The tenant should be granted all rights necessary for the intended use of the premises. This includes clear arrangements for any special rights such as parking or for electronic communication connections including, where necessary, the right to require the landlord to grant wayleaves for data cabling.

2.2 Length of term, renewal rights and break rights

- 2.2.1 The length of term should be clearly specified and any date when it is intended to start.
- 2.2.2 Any options to break should be clearly specified, including the dates (or range of dates) when a party can end the lease, the length of prior notice to be given and any pre-conditions for the break being effective. It should also state the method of serving notice.

The 1996 Order defines the requirements for the landlord and the tenant at the date of termination. It specifies the notice period for both parties.

- 2.2.3 Unless the parties have agreed stricter conditions in the heads of terms, a tenant's break should be conditional only on the tenant paying all basic rent payable on any date before the break date, giving up occupation and leaving no subtenants or other occupiers.
A dilapidations survey should be undertaken to ensure all tenant's obligations have been met.
- 2.2.4 There is a general principle that any sub leases should be agreed through the Council's committee structure. The exception to this are alienation clauses contained within the lease and should be explicit within the initial head of terms

- 2.2.5 Leases should require landlords to repay any rent, service charge or insurance paid by the tenant for any period after a break takes effect. Repayment of service charges may be deferred until the service charge accounts are finalised.

3 Rent deposits and guarantees

- 3.1 Details of any rent deposit should include the amount (including where required any sum to cover VAT), the time it will be held, whether it will be security for only the rent or all the tenant's obligations under the lease and the circumstances in which the deposit will be returned to the tenant with any accrued interest.
- 3.2 Rent deposit agreements should provide that landlords will hold rent deposit funds in bank accounts designated for holding only rent deposits and that any bank interest will accrue for the tenant.
- 3.3 Details of any guarantee should include whether it will cover only the rent or all the tenant's obligations under the lease, the amount of any cap on the guarantor's liability and the circumstances (if any) in which the guarantee will be released.

4 Rent and rent review

- 4.1 The initial rent, the frequency of payment and whether the landlord intends to charge VAT on the rent should all be clearly stated, together with details of any rent-free period or other incentive.
- 4.2 Where the landlord proposes that rent is to be subject to review, the tenant should be notified of the proposed frequency and the method or formula of review at the outset in order to obtain early professional advice as to the implications.
- 4.3 Rent review clauses should be clearly expressed. Definitions of market rent should not result in a 'headline rent' unless that has been expressly agreed by the parties, such as where that is agreed in return for a financial inducement. Provisions for indexed rent reviews should not contain obscure formulae designed to produce a greater increase than is proportionate to the increase in the index over the appropriate period or outside any agreed caps or collars.
- 4.4 Leases should allow either party to start the rent review process and should not impose time limits intended to prevent a review or set a new rent through inaction by either party.

5 Service charges, insurance costs and other outgoings

- 5.1 The landlord should indicate the range of main services, if any, and provide proper estimates of service charges and insurance payments. The landlord should also disclose the types of other outgoings (such as business rates) that the tenant will incur under the lease. Landlords

should disclose known irregular events that would have a significant impact on the amount of future service charges.

- 5.2 The parties should have regard to the current edition of Service Charges in Commercial Property, RICS professional statement and, so far as practicable in the circumstances, service charge provisions in leases should be drafted in conformity with the core principles and mandatory provisions of that professional statement.

6 Assigning, subletting, charging and sharing

- 6.1 Leases should allow tenants to assign the whole of the premises with the landlord's consent, which is not to be unreasonably withheld or delayed. Landlords may set out circumstances in which consent can be refused, such as where there are arrears of rents, service charges or insurance premiums that are not the subject of a legitimate dispute, or where the assignee has insufficient financial strength, but all such circumstances should be reasonable and appropriate.
- 6.2 Leases should also provide that, if in each case the landlord reasonably requires, the assigning tenant is to provide an authorised guarantee agreement (AGA), any existing guarantor is to guarantee that the assigning tenant complies with the AGA, and/or the assignee is to procure a new guarantor and/or rent deposit.
- 6.3 Leases should allow corporate tenants to share the premises with other companies while they are in the same corporate group and do not create a subletting. In appropriate cases, leases of retail units may allow the tenant to grant licences of areas for use by concessions, such as where retail brands can be given stalls in a large store.
- 6.4 Leases should allow tenants to sublet the whole of the premises and may allow subleases of parts, if appropriate without security of tenure, and in each case with the landlord's consent, which is not to be unreasonably withheld or delayed and at rents not less than market rent. Subleases should be required to be on terms consistent with the tenant's own lease.

7 Repairs

- 7.1 Leases should contain tenant's repairing obligations appropriate to the length of the term, the condition of the premises and the financial terms.
- 7.2 If the tenant's repairing obligations are to be limited to the initial condition of the premises, a schedule of condition will normally be required and the parties should agree which party is responsible for the cost of obtaining it.
- 7.3 Where the premises are or will be newly built, a tenant taking on direct or indirect responsibility for repairs should be given suitable protection against inherent construction defects for an appropriate period.

8 Change of use, alterations and fit-out

- 8.1 Leases should give landlords control over alterations and changes of use that are no more restrictive than are necessary to protect the value of the premises and any adjoining or neighbouring premises of the landlord, and this may differ between different types of property.
- 8.2 Where the landlord intends to prohibit certain changes of use or the making of certain alterations, or to require a licence from the landlord before they can take place, the tenant should be notified at the outset in order to obtain early professional advice as to the implications. This does not apply to normal provisions against changing the use outside the existing use class under planning law.
- 8.3 In a lease of an entire building, a landlord should not normally prohibit, or require its consent to be obtained for, internal non-structural alterations that do not adversely affect the character, value, structural stability, statutory compliance or energy efficiency performance of the building, but landlords will require the tenant to carry out such works properly and without causing damage or nuisance and to give written details to the landlord.
- 8.4 In a lease of a unit in a multi-let building, a landlord may require that its consent for internal non-structural alterations is to be obtained and that such consent is not to be unreasonably withheld or delayed, and may prohibit any alterations that adversely affect the character, value, structural stability, statutory compliance or energy efficiency performance of the building or its building services.
- 8.5 Except where the heads of terms state that there will be a reinstatement specification or an obligation on tenants to remove alterations, a lease should allow the tenant to leave alterations in place unless it is reasonable for the landlord to require their removal.
- 8.6 The tenant should be notified at the earliest practicable time if the landlord intends to impose any obligations for an initial fit-out that might involve material cost or to restrict how the tenant can fit-out or use the premises. The heads of terms and the lease should set out any agreed minimum requirements and any capital contributions.

9 Insurance and damage

- 9.1 Where the landlord will insure the property, leases should provide that the policy will be on normal market terms, that full terrorism cover will be provided if it is available at reasonable rates of premium, and that the landlord will insure with reputable insurers and provide details of the insurance to the tenant on reasonable request.
- 9.2 Leases should state that rent suspension will apply if the premises or any landlord's areas or services serving them are damaged by an insured risk or, other than where due to an act or default of the tenant,

an uninsured risk. If the lease limits the period in which rent is to be suspended, either party should be allowed to terminate the lease if reinstatement of significant damage is not completed within that period.

- 9.3 Leases should state that if the whole or a substantial part of the premises or any landlord's areas or services serving them are so damaged by an uninsured risk as not to be capable of normal use by the tenant, either party should be allowed to terminate the lease unless the landlord agrees to rebuild at its own cost.
- 9.4 Landlords should pass on to tenants the benefit of discounted premiums and should disclose to tenants whether the landlord benefits from insurance commissions.

10 Management and operational performance

- 10.1 Leases of parts of multi-let buildings should contain provisions, appropriate to the characteristics of the building that encourage cooperation between the parties to improve operational efficiencies in the building and to share available data.
- 10.2 Consideration should be given to including in the lease other 'green' provisions, see examples in the Better Building Partnership's Green Lease Toolkit.

11 Energy Performance Certificates (EPCs)

- 11.1 Leases should state which party is responsible for obtaining any EPC that may be needed during the lease term.
- 11.2 Landlords should be required to act reasonably if they reserve the right to choose which EPC assessor the tenant may use.

12 Landlord's title

- 12.1 The landlord should be responsible for obtaining any consent for the grant of the lease required from a superior landlord, mortgagee or other third party.

APPENDIX 5

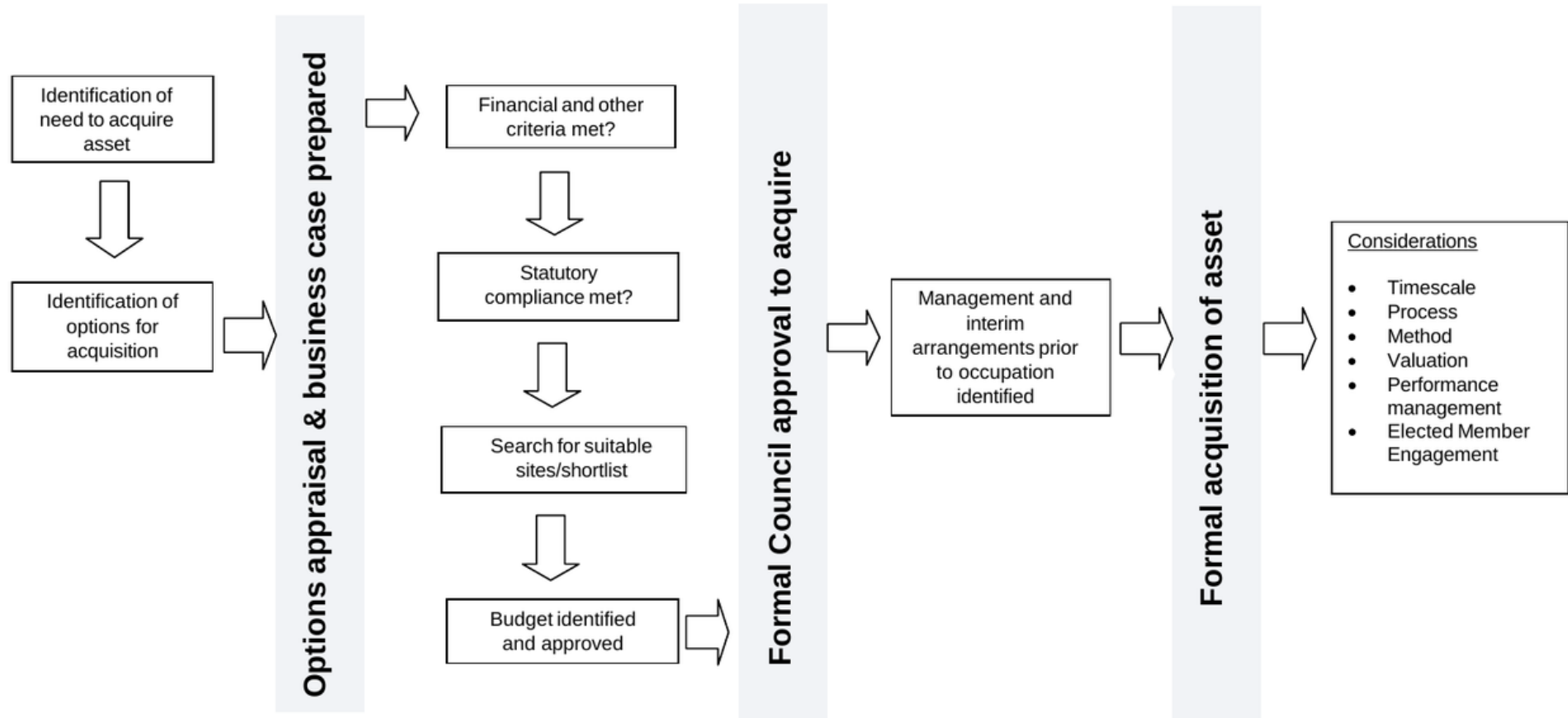
CENTRAL ADVISORY UNIT

Northern Ireland Government Departments and their Executive Agencies; Non-Departmental Public Bodies and Education & Library boards are required to advise the Central Advisory Unit (CAU) of the Land & Property Services (Valuation) of all lands and property which they declare surplus. The CAU then circulates details of these assets to other Agencies including Councils. While the DOE Local Government Circular LG03/06 dated 1st June 2006 suggested a reciprocal notification by Councils, this was not made compulsory for Councils to automatically offer surplus land or property to the Public Sector by approaching the “public sector clearing house” through the CAU.

Land and Property Services Central Advisory Unit have produced advice on the Disposal of Surplus Public Sector Property in Northern Ireland, March 2013. The Northern Ireland Audit Office have advised that this is the best practice for Councils and Councils are strongly encouraged to follow it. . [Disposal of surplus public sector property in Northern Ireland - guidance \(finance-ni.gov.uk\)](#)

“Property centres and accounting officers should not normally depart from the guidance unless there is a very good reason to do so,” and that “compliance with these guidelines can be important in the context of a Judicial Review or an Investigation.”

Acquisitions Flowchart



Disposals Flowchart





Department for Communities (Northern Ireland)

Guidance for District Councils

Local Government Disposal of Land at Less Than Best Price

Local Government & Housing Regulation Division

January 2021

1. BACKGROUND

- 1.1. District Councils in Northern Ireland on occasion have a business need to dispose of or lease a portion of its property or properties within their area of responsibility for a specific purpose which provides a benefit in serving the wider community.
- 1.2. Land & Property Services within the Department of Finance (DoF) have produced updated guidance for public sector organisations in a framework document called 'Disposal of Surplus Public Sector Property in Northern Ireland (October 2018)'. This document provides useful guiding principles for public sector organisations (including district councils) in the disposal of land within their area of responsibility.
- 1.3. The legislative context for councils which provides these enabling powers is provided in the Local Government Act (Northern Ireland) 1972 – Part VII - Miscellaneous Functions – Land: 96 Acquisition, etc., of land.
- 1.4. This guidance is specifically aimed to assist council staff dealing with the Disposal of Land at Less Than Best Price and the processes which should be followed for specific cases where full council have agreed to dispose of or lease a particular area of land.
- 1.5. In cases where any other land related exchange is under consideration by council Local Government & Housing Regulation should be consulted for advice on what necessary steps should be followed to bring about the desired outcome. Such cases tend to fall into one of three other categories:
 - i. Acquisitions;
 - ii. Transfer of former local council properties; or
 - iii. Transfer of land/property between public sector bodies.

2. INTRODUCTION

- 2.1. The purpose of this guidance is to set out the processes to be used when a council wishes to dispose of land without charging the prospective recipient of that land the full market value.
- 2.2. All references throughout this guidance to land equally apply to land, property or buildings.
- 2.3. All references to the disposal (of land) applies equally to the
- sale;
 - leasing, letting or granting in fee farm;
 - exchanging, giving or receiving money for equality of exchange;
 - surrender (if leasehold); granting a licence for use for any purpose or
 - for such purposes as are mentioned in the licence; or
 - granting (by way of sale, lease, letting or licence) any easement, profit
 - or right
- in respect of the land (as per section 45 the Interpretation Act (NI) 1954).
- 2.4. The Community Planning & Central/Local Government Relations team within DfC's Local Government & Housing Regulation Division is responsible for the policy, administration, advice and guidance on the disposal at less than best price of council land.
- 2.5. All Northern Ireland local councils should adhere to this guidance with regard to their approach to the disposal of land at less than best value ("market value").

3. LEGAL CONTEXT

- 3.1. A council may acquire and hold land for the benefit of the inhabitants of its district and for the improvement, development or future development of its district.
- 3.2. A council must seek the approval of the Minister to dispose of any land at less than best price or at less than best rent or otherwise on less than best terms that can be reasonably obtained.
- 3.3. District councils are granted authority in law to dispose of land under two main pieces of legislation:
 - Interpretation Act (Northern Ireland) 1954 and in particular Section 45: References relating to land; and
 - Local Government Act (Northern Ireland) 1972 and in particular Section 96: Acquisition, etc., of land.
- 3.4. This is the legal basis on which councils may dispose of land at less than best price after Ministerial approval has been granted.
- 3.5. The specific wording in Section 96(5) is, “The right of a council to dispose of land shall be subject to the following restrictions—
 - (a) except with the approval of the Ministry, any disposal of land shall be at the best price or for the best rent or otherwise on the best terms that can be reasonably obtained”.
- 3.6. Section 96(5) forms the basis for district councils to provide justification for a project and that disposal is for the well-being of the district.

4. THE APPLICATION PROCESS

- 4.1. After the council has received internal approval from appropriate committee(s) and the matter has been ratified by full council, a letter of application should be drawn up covering broadly the following areas for departmental consideration.
- 4.2. Council applications should not be retrospective and should provide sufficient time for the department to process and seek permission from the Minister for approval.
- 4.3. The overall purpose of the project should be outlined, detailing the bodies involved and the benefits to the wider community. For example, it may be to expand recreation and youth services within the council area.
- 4.4. A standard application should be in letter form and include the following key areas of information:
 - Licence agreement, Deed of Dedication, Business case or leasehold agreement, depending on the nature of the project;
 - Copies of council meetings minutes where the decision was taken to proceed with the project;
 - Valuation report on the land. This should have been obtained within 6 months of the “application” and be independently verified. This is an important inclusion and should not be overlooked as approval has been previously delayed due to the absence of a recent land valuation;
 - Maps, where appropriate, as these are helpful in providing a visual representation of the area of land under consideration and scale etc;
 - Details of the lease period; this is important particularly where a lease is for a shorter term as council may need to revisit the project seeking a renewal of the approval once it expires. If this is the case the Department will notify the council of this requirement; and
 - Any other information deemed necessary and which may be unique in considering this type of application.
- 4.5. The entire application process should be via electronic scanning of documents and email communication. There is no need for councils to send hard copy versions to DfC. The details of each case including emails are electronically stored on the department’s storage system where access is restricted to limited numbers of staff authorised to deal with the case.

- 4.6. Upon receipt of the application, including all documentation deemed necessary to process the application, the Department will prepare a submission to the Minister, via senior management, for consideration.
- 4.7. The outcome of the application process will be communicated back to the council representative who made the original request.

5. CONTACT INFORMATION

5.1. Further information or enquiries regarding lands cases in general should be made in the first instance to:

Department for Communities
Causeway Exchange
Local Government & Housing Regulation Division
1-7 Bedford Street
Belfast
BT2 7EG

By e-mail to lghrd.secretariat@communities-ni.gov.uk and marked for the attention of Piers Dalgarno.



Corporate Services

8th March 2023

Report from:

Director of Service Transformation

Item for Decision

TITLE: Community Asset Transfer Policy for Consideration

Background and Key Issues:

Background

1. The NI Assembly have encouraged local authorities to give consideration to the aspects of Community Asset Transfer (CAT) when considering on how to maximise government assets. This applies both locally and regionally for achieving best use in the public estate so as to serve the community.
2. On occasions it is preferable to deliver services indirectly through the third sector as they can engender greater community ownership, reduced overheads and improved agility as they are not subject to all Council legislative frameworks and overheads.
3. Consequently a CAT policy that aligns within an overall acquisitions and disposal policy should be given due consideration where appropriate.

Key Issues

1. A draft CAT policy is attached (**see Appendix 1**) for Members' scrutiny and approval to go to progress to public consultation. This policy provides guidance on both governance and the process in relation to the disposal of a Council asset to a community group for the purposes of delivering a specific service.
2. The Council have piloted a CAT at Grove Activity Centre. The learning from conducting this exercise have been incorporated within the draft policy and associated guidance presented this evening. The key points that have emerged from that process to date have

been the level of community engagement, the benefits of a two stage approach, as well as the need to build capacity within interested community groups, ahead of disposals under this policy.

3. This draft policy shall form part of the Council's Estate Strategy and in so doing aims to create efficiencies and empower our local communities. It speaks to both the Council's Corporate Plan and local Community Plan.
4. The draft policy outlines how the Council should determine when CAT is applicable. This includes first determining that the asset is surplus, that the community are better positioned to deliver the service as well as maximising the opportunity for communities to leverage third party funding. A pre requisite ahead of evoking the policy is a requirement to undertake a targeted 12 week consultation.
5. Within the draft policy for community engagement are set criteria in order for community groups to be eligible to avail of the Council asset. This includes a degree of competency, good governance arrangements and the like. A key point in this is that the proposed use of the asset shall not adversely impact on the Council's activities or services.
6. The form of disposal will be determined on a case by case basis in line with the business case presented. However, the preferred basis of transfer is through the granting of a lease. There is provision within the draft policy for a phased transfer on the basis that community groups may need to mature.
7. CAT proposals will be accompanied by a service agreement that will define the benefits and the outcomes of the asset transfer. This may involve the Council still retaining access for key functions.
8. The policy recognises the risks associated with transferring assets to less than mature groups. Consequently in such circumstances provision will be made within any agreements for tenure so as to mitigate the risks for the Council.
9. When considering the sale or transfer to a community interest group, this is usually done on a less than best price basis but has regard for the wide community benefits. This policy will have to be agreed by DfC ahead of public consultation. The equality and rural screening has been completed.
10. Following the requisite consultations, an update will be brought back to Members for final consideration and adoption.
11. Members will have noted that it was proposed in the agreed redrafting of the terms of reference of committees that the future Regeneration and Growth Committee will deal with these matters.

Recommendation:

It is recommended that Members consider and approve the draft CAT policy for forwarding to public consultation, post the prerequisites outlined.

Finance and Resource Implications:

The policy has been drafted internally and are integrated within the emerging draft Estates Strategy.

The objectives of the policy is to protect and maximise the Council's asset base whilst ensuring operational effectiveness through direct and indirect service delivery.

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy?

If no, please provide explanation/rationale

If yes, what was the outcome?:

Option 1
Screen out
without mitigation

Option 2
Screen out with
mitigation

Option 3
Screen in for
a full EQIA

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

<https://www.lisburncastlereagh.gov.uk/council/publications/equality-section-75/equality-screening-reports>

Insert link to completed Equality and Good Relations report:

2. Rural Needs Impact Assessment:

Has consideration been given to Rural Needs?

Has a Rural Needs Impact Assessment (RNIA) template been completed?

If no, please given explanation/rationale for why it was not considered necessary:

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

No

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

Appendix 1 - Draft Community Asset Transfer policy

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

No

If Yes, please insert date:



COMMUNITY ASSETS TRANSFER DRAFT POLICY AND GUIDANCE

Version Control		
Version	Change	Date
0.8a	Final review and amendments	24/02/ 2023
0.9	Further Amendments	2.3.23

CONTENTS

- 1. Statement of Commitment**
- 2. What is Community Assets Transfer?**
- 3. Why may the Council transfer assets to Voluntary & Community Sector organisations? (VCSOs)**
- 4. How the Council decides which assets are suitable for Community Asset Transfer**
- 5. Which organisations can be considered for CAT?**
- 6. What are the criteria that VCSOs need to meet to be eligible for CAT?**
- 7. On what basis will the asset be transferred?**
- 8. How to apply for a Community Asset Transfer?**

Lisburn and Castlereagh City Council Community Asset Transfer Policy

1. Statement of Commitment

Lisburn and Castlereagh City Council is committed to Community Asset Transfer ('CAT') where that will bring benefits to our communities and contributes towards the Council's aims and objectives.

Lisburn and Castlereagh City Council recognises that CAT forms a valuable part of the overall framework of supporting and sustaining the Voluntary and Community sector in Lisburn and Castlereagh City Council area.

In developing this policy Lisburn and Castlereagh City Council is committed to using Council assets to assist in forming long-term partnerships with Voluntary and Community Sector Organisations ('VCSOs') that meet the Council's criteria, in order to create stronger, more cohesive and more sustainable communities.

We will have a transparent process for CAT and will adopt an agreed method of assessing all requests for CAT of the Council's assets.

2. What is Community Asset Transfer?

2.1 Community asset transfer is the transfer of buildings and land from the Council to a Voluntary and Community sector organisation (eg Activity Centre or playing field) at less than the market value but where it can demonstrate best value.

2.2 The NI Executive's Community Asset Transfer policy was developed to support the commitment in the Programme for Government (2011-2015) to "invest in social enterprise growth to increase sustainability in the broad community sector". The policy provides a framework to facilitate community ownership of surplus public sector assets as an option as part of the normal disposal process.

2.3 The Benefits of Community Asset Transfer
There is evidence to show that, in the right circumstances, community ownership and control of assets produces a range of benefits. Community Asset Transfer can bring benefits to both parties involved in the transfer and should also bring benefit to the wider community which an asset can be used to serve. Research shows that the benefits include:

Benefits to the Community

- It can improve neighbourhood-based service provision, increasing accessibility for local people, which is particularly important in rural areas;
- It can bring a sense of community identity and pride and the potential for increased community cohesion;

- It can lead to additional jobs, training and business opportunities;
- It can contribute to physical regeneration; and
- It can bring increased confidence, skills and aspirations locally.
- It can increase community participation

Benefits to the public sector

- It can lead to more efficient use of public sector assets – community organisations often make extensive use of volunteers and their local knowledge and hands-on management of the asset can result in lower overheads and better value-for-money, as well as a more intensive use of the asset;
- It can enable community organisations to support public service provision in ways that are more responsive and better related to local need; and
- It can enable effective partnerships between the public sector and the third sector to enhance local services.

Benefits to the Third Sector

- It can lead to increased sustainability for organisations and improved leverage with external agencies - an asset can provide a community organisation with greater financial viability and reduce its dependency on grants;
- It can enable a community organisation to apply for external funding that is not available to a public authority, or even to secure loan finance on the value of the asset; and
- It can facilitate collaboration and resource sharing amongst organisations.

3. Why may the Council transfer assets to Voluntary & Community Sector Organisations (VCSO)?

- 3.1 This is done on the understanding that the VCSOs may often be better placed to manage facilities in their local communities. They increase community participation and may make extensive use of volunteers with their local knowledge and hands-on management of the asset is likely to result in lower overheads and better value-for-money, as well as a more intensive use of the asset.
- 3.2 Community management and ownership of assets empowers local communities, puts local organisations in control, encourages pride of place and can generate wealth in Lisburn and Castlereagh City Council's communities.
- 3.3 Any assessment of the transfer of the asset should have cognisance of the Council's corporate plan and local community plan.
- 3.4 An asset can also provide a VCSO with greater financial viability and reduce its dependency on Council grants. The asset will enable it to apply for external funding that is not available to the Council, or even to secure loan finance on the value of the asset.

- 3.5 Better use of its assets can help the Council achieve improved outcomes and efficiencies.

4. How the Council decides which assets are suitable for Community Asset Transfer

- 4.1 A CAT may be appropriate in specific circumstances where:

- a council property asset is surplus to the council's requirements,
- the council has no plan to redevelop the property or sell it to gain a capital receipt;
- the Council considers that a VCS organisation would be better placed than itself to deliver the service in question (for example, a community hall), and
- the transfer would enable them to benefit from grant funding available to organisations with longer leases.

- 4.2 A strategic review of the need to retain the property will be taken and the asset will be declared surplus in line with the Council's Acquisition & Disposal Policy.

- 4.3 The asset is considered to be of a benefit to the local community but if sold is most likely to be developed for a non-community use.

- 4.4 The state of repair of the property is such that it is capable of occupation with a reasonable level of capital expenditure by the Council or via a capital grant eg. Heritage Lottery Fund.

- 4.4 The Council will undertake a twelve week consultation targeted at voluntary community groups and the wider public ahead of releasing the asset. This will be achieved through proactive marketing.

5. Which organisations can be considered for CAT?

- 5.1 Voluntary and Community Sector Organisations or organisations that are not for private profit:

- unincorporated charitable organisation
- company limited by guarantee with charitable status
- Community Interest Company (CIC) limited by guarantee or by shares
- Charitable Incorporated Organisation
- Community Amateur Sports Club
- Other charitable bodies may be considered at the Council's discretion.

- 5.2 CAT recipients can be of any size and need to:

- aim to deliver social, economic or environmental benefits

- directly benefit the people of Lisburn and Castlereagh City Council area
- benefit as wide and diverse a range of local people as possible within the community in which the asset is located

6. What are the criteria that VCSOs need to meet to be eligible for CAT?

Lisburn and Castlereagh City Council will only consider applications from VCSOs that can clearly demonstrate all of the following in a well prepared business case/community plan/sports development plan which reflects:

- a clear community/social demand for the proposed asset
- the competence and capacity to finance, manage, maintain the asset, deliver the stated services/ programmes and have directors or management committee members who have the necessary experience and skills to do so.
- good governance arrangements, robust financial systems, and all necessary policies expected of a community organisation; this can be evidenced by having a recognised quality mark, or by meeting all the basic requirements for a good community organisation.
- the ability of the VCSO to contribute towards the Council's corporate and strategic objectives and Community Plan
- that the proposed use of the asset will not adversely impact on activities, services or facilities already provided in the local community or by the Council.

7. On what basis will the asset be transferred?

7.1 CAT can take place in different forms:

- management agreement
- licence to occupy
- short lease
- long lease
- Freehold transfer

Management Agreement

This is an agreement between the Council and a VCSO which details the management responsibilities of the organisation in their occupation of the property. This will include responsibility for the property and managing the various activities taking place in/on the property.

Licence to Occupy

A licence to occupy is a temporary arrangement, usually no more than six months allowing the organisation to occupy the property possibly on a trial basis.

A Short Lease

This is a lease, usually for between five and twenty five years detailing the terms on which the premises will be occupied and the responsibilities of the Council and the occupier. The main difference between a short term lease and a licence to occupy is the length and security of tenure. A lease will give the tenant the protection of Business Tenancies legislation whereas the licence does not.

Long Lease

This is an alternative to a freehold transfer and is usually for a term between fifty and one hundred years. The purpose of a long lease is that it can be made subject to covenants and/or restrictions on the tenant's occupation.

Freehold Transfer

This is the equivalent of a sale/disposal of the property. In this case the Council will relinquish all control and future involvement in the property and its' use.

- 7.2 The preferred basis of transfer is through the grant of a Lease and we will determine the length of the lease term on the needs that are clearly supported by the VCSO's business plan, and on their capacity to manage the asset. In certain cases, we may offer a phased transfer, depending on the VCSOs resources.
- 7.3 The transfer of the freehold of the property may in certain circumstances be appropriate and that should be considered on a specific case by case basis. An example of this may be where the VCSO already owns an adjacent property or land and wishes to integrate the asset into its existing property and a part freehold/part leasehold situation may not be appropriate.
- 7.4 Proposals from VCSO's that are independent, community-run and led organisations, rooted in a sense of place, and with a mission to improve things for the whole community and those which include the co-location of several services (a 'community hub') will be encouraged in this context.
- 7.5 The following criteria will be taken into account when deciding on the length of term that may apply to new CATs.

The Council will consider the specific needs of the CAT applicant, the condition of the asset and the requirements of any funders. The length of a lease will be based on:

- The business case
- The capacity of the organisation to manage the asset

- Financial viability
 - Any future requirements for the asset by the Council
 - The condition of the asset.
- 7.6 Community asset transfer leases will be accompanied by a service agreement that will define the expected benefits of the community asset including any requirement for use of the asset by local residents for locally organised activities or use as a polling station. This may include the hours the asset is made available to local communities.
- 7.7 Leases will contain clauses that control the asset being assigned, sub-let or sold on for unintended financial gain and the loss of the community agreed benefits together with clauses to control upkeep and maintenance of the building and protection of appropriate Section 75 groupings and to positively encourage the promotion of equality and good relations for example, not to fly flags or display political or religious emblems or to carry out any activities that will have a negative impact on good relations across these groups.
- 7.8 We will be as flexible as possible when designing lease clauses, so that maximum benefit is achieved for both the operator and the Council. This will enable the asset to be used imaginatively, e.g. through the ability to sub-let and through flexible user clauses. The Council intends to provide model documents for ease of use in Community Asset Transfers.
- 7.9 Leases may, where the transferred asset forms part of an agreement for the provision of services, be accompanied by a Service Agreement that will secure the longer term benefits of the CAT. This will set out the agreed minimum standards, opening hours and activities, and how these will be measured and monitored. It will also ensure that the CAT applicant meets all necessary requirements to achieve optimum community benefit and use of the asset.
- 7.10 The Council is committed to the successful transfer of assets to community based groups. However, it is also recognised that running a building is an onerous commitment. The Council does not want local people to be deterred from engaging in community asset transfer because they are apprehensive about the possible risks of transfer.
- 7.11 Therefore the binding agreement leading to Community Asset Transfer, will include;
- (a) transfer or return of building/land should the venture cease, including dissolution, insolvency or corruption,
 - (b) the Council retaining the right to cease the agreement should conditions of transfer be breached ,
 - (c) appropriate covenants regarding future use of property and
 - (d) provisions to enable the Council to inspect the building and the services being provided to ensure that it is being used and managed appropriately. In the case of (a) a dilapidations liability may well apply. In accepting the return of an asset the Council will not normally assume any responsibilities or liabilities of the operating organisation. In addition the Council will not normally act as guarantor when

transferring an asset or subsequently after transfer.

7.12 The Council will share with any interested CAT applicant as far as practicable, information regarding the condition and operating costs of any asset that may be transferred without warranty or liability to a third party. The acquiring operator should take their own appropriate professional advice as to the condition, future repairs and maintenance liabilities and premises management issues. The operator will be expected to satisfy the Council that they are able to maintain the building satisfactorily after transfer.

8. How to apply for a Community Asset Transfer?

8.1 The CAT will be a two stage process,

- Stage One - Expression of Interest (EOI)
- Stage Two – Evaluation incl Business Case

8.2 Council will publish details of surplus asset that is deemed of interest for community asset transfer in Local Press, on the Councils Website and Social Media platforms; identifying that there is an opportunity for voluntary/community groups, social enterprises and community sports clubs and other qualifying groups to express an interest in participating in the CAT process.

8.3 Stage One - Organisations interested will complete an Expression of Interest. The EOI should demonstrate how the applicant can provide added value to the services currently provided, consider both the Council's Corporate Plan and Community Plan and demonstrate how their proposal meets the objectives of both plans when detailing the wider community need at the facility open to the CAT process.

8.3 The Expression of Interest form will be required to be returned to the Council within the stipulated period usually 2 months. The expression of interest will be assessed by an officer panel and if suitable the VCSO will be invited to take part in Stage Two.

8.4 Applicants will be required to achieve a minimum score to move on to the second stage. The Second Stage will require the successful applicants to prepare a detailed business case or Sports Development Plan for consideration and evaluation by the Council. The Council would expect the proposal to demonstrate the aims and objectives of the VCSO, the specific proposal for the asset, evidence of community need and project and management plans for the proposal.

8.5 The Evaluation Criteria for Stage Two will be set on a case by case basis to meet the objectives relevant to the particular facility to be disposed of under the CAT process but will be subject to a due diligence check which may typically include evaluation against criteria such as:

- Name and Background to Group (Governance , Volunteers / bank account and financial statements)

- Understanding of Responsibilities associated with managing an asset
- Overview of the Proposed Use of Asset , Community Benefits and Alignment with Council Corporate Plan and Community Plan
- Confirmation of ability to service costs
- How the proposal meets the project objectives
- Capacity to deliver
- Evidence to support the sustainability of your organisation
- Impact on health and well-being of residents
- Linkages to the Council's Corporate Plan and Community Plan
- Evidence of need of applicant
- Ability to monitor and ensure maximum quality
- Experience of partnership working

APPENDICES

Typical assessment criteria for Business Cases

Organisations (or lead organisation where there is a consortium or partnership applying) are required to meet the Council's criteria for commissioning. If these criteria are not met, no further consideration will be given to an application.

The business case assessment criteria will be made up of three sections:

- Organisational criteria (see notes below)
- Social value assessment –
- Activity specific assessment

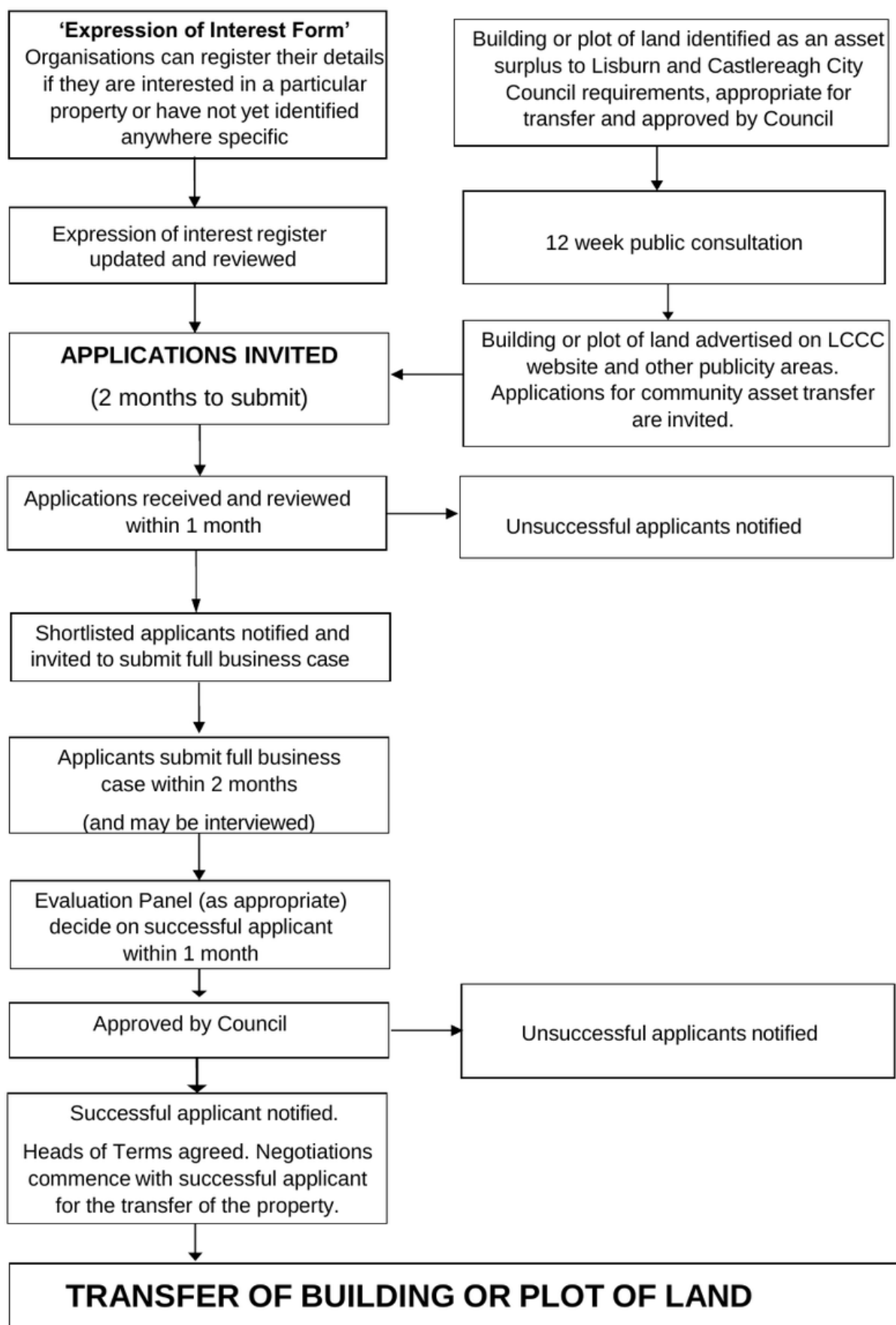
The assessment forms for both expressions of interest and business cases will be made available on request.

Examples of organisational criteria that might be included are found in the table below. This is not an exhaustive list and at all times compliance with the organisational criteria will be proportionate and relevant to the size and value of the asset and the length of term of the asset transfer.

Provider's Organisational Criteria	
Management	You must have appropriate governance arrangement in place, hold regular committee meetings, including an annual general meeting; have a current business plan. You must be able to demonstrate a level of competency and experience and the capacity to take on the opportunity.
Financial Systems	You must comply with all financial and accounting requirements of charity and/or company law and follow good practice in relation to internal financial controls. If you are a new organisation, you should demonstrate how you will implement good financial systems in future.
Equal Opportunities	You must have a written equal opportunities/diversity policy and code of practice that comply with current relevant legislation.
Insurance	Your organisation must have adequate insurance cover for activities, events, staff, premises, equipment, vehicles including: Public liability; employer's liability cover if staff are employed; property and equipment insurance.
Criminal Records Checks	You must ensure and have evidence that all staff and volunteers working with children and vulnerable adults have been vetted through the disclosure and barring service. DBS checks should only be requested for eligible roles and not for all staff if it is not needed

<p>Safeguarding Children & Vulnerable Adults</p>	<p>Organisations working with children and vulnerable adults must have safeguarding children and adult’s policy and procedure in place. Staff and volunteers working with children and vulnerable adults must be appropriately trained. Evidence of these policies will be requested.</p>
<p>Equality</p>	<p>Detailed knowledge of the city and the various groups addressed under the Section 75 Equality legislation and an understanding of how to apply that knowledge and to engage / work with / deliver services in the city. Evidence of activities and services being designed to be accessible to as many residents and groups as possible.</p>
<p>Cost</p>	<p>The ability for the organisation to meet any rental Payments; pay for external and internal repairs, maintenance, insurance and utility costs. Evidence of a clear budget with income and expenditure expectations should be provided.</p>

Community asset transfer process





Corporate Services Committee

8th March 2023

Report from:

Head of Corporate Communications & Administration

Item for Decision

TITLE: Health Working Group

Background and Key Issues:

1. A special meeting of the Health Working Group was held on the 13th December 2022 to receive a deputation from COLD (Carers of Learning Disabled). The minutes of that special meeting are presented for adoption. In line with Members' request, the Trust has been asked for a written response as soon as possible to be provided to the Council or directly to COLD. In addition, the Trust has been provided with all Members' outstanding concerns.
2. A meeting of the Health Working Group shall be held on the 27th March 2023 with all Members invited to attend. Representatives from the Trusts will be in attendance and will be invited to address issues raised by COLD. Further to Members' request, engagement is ongoing with the Department of Health to arrange for an appropriate representative to address Members' concerns in relation to GP services at the same meeting.

Recommendation:

It is recommended that:-

1. The minutes of the special meeting of the Health Working Group held on the 13th December 2022 are adopted.

Finance and Resource Implications:

None.

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy? No

If no, please provide explanation/rationale

If yes, what was the outcome?:

Option 1		Option 2		Option 3	
Screen out without mitigation	Yes/No	Screen out with mitigation	Yes/No	Screen in for a full EQIA	Yes/No

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

Insert link to completed Equality and Good Relations report:

2. Rural Needs Impact Assessment:

Has consideration been given to Rural Needs?	No	Has a Rural Needs Impact Assessment (RNIA) template been completed?	No
--	----	---	----

If no, please given explanation/rationale for why it was not considered necessary:

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

No

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

1. Minutes of Special meeting of the health Working group held on the 13th December 2022.

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

No

If Yes, please insert date:

LISBURN & CASTLEREAGH CITY COUNCIL

Special meeting of the Health Working Group held remotely and in the Council Chamber on Tuesday 13th December 2022 at 6.00 pm

<u>PRESENT:</u>	Councillor S Hughes (Chairman)
	Councillors J Lavery BEM (Zoom), H Legge and U Mackin
<u>OTHER MEMBERS IN ATTENDANCE:</u>	Aldermen J Tinsley (Zoom), S P Porter, W J Dillon MBE (Zoom), D Drysdale (Zoom); Councillors A Gowan, A Givan (Zoom) and A Swan.
<u>IN ATTENDANCE:</u>	Head of Corporate Communications & Administration (Zoom) Member Services Officer (BF and EW)

1. Apologies

Apologies for non-attendance were reported on behalf of Councillor G McCleave.

2. Declarations of Interest

None.

3. Carers of Learning Disabled (COLD)

Further to its decision of 10th October, the Health Working Group convened to receive a deputation from representatives of Carers of Learning Disabled (COLD) to outline its concerns in relation to the delay in the resumption of full services for the learning disabled following to the lifting of restrictions associated with the Covid-19 pandemic.

The Chairman welcomed Jacqueline Wood and Colin Scott who were in attendance to address the Working Group on behalf of COLD.

The Chairman informed the Working Group that the Trust had forwarded apologies in advance of the meeting indicating that representative were unable to attend due to ongoing strike action and the associated pressures on services. The Trust had, however, pointed out that it would be happy to address, in full, any issues raised at the meeting. It was agreed that a letter be forwarded to the Trust on behalf of the Working Group expressing concern in that no representatives had been available to address the issues raised by the representatives.

Ms Wood, on behalf of COLD, advised Members that they felt there had been serious failings, at both a Trust and Department of Health level, in the delay to the recommencement of full essential support services for the learning disabled. In particular, the following points were raised:

- that clients whose care plan was originally for five days' per week were receiving only two-to-four days' care;
- that the lack of sufficient transport services was creating uncertainty and stress for clients and carers alike;
- that there had been a reduction in the level of physiotherapy support for clients at the Lisburn Assessment and Resource Centre;
- that the delay in the re-opening of full respite services at Hillhall Residential Care Centre was impacting greatly on families and carers; and
- that there had been a perceived lack of communication between the Trust and carers regarding the issues raised.

Ms Wood explained that the group was aware that there had been problems experienced by the Trust in recruiting suitably-qualified staff, specifically for the provision of transport services and expressed concern that the situation remained unresolved.

Mr Scott then addressed the Members and outlined the pressures which the delay in the return to full services was having on carers and their families and stressed the urgent need for a resolution.

Ms Wood requested that, on behalf of the group, Members would agree to convey the concerns raised to the Trust with a view to getting the matters addressed.

(Councillor A Swan left the meeting at 18:39).

The Chairman thanked the representatives of the Forum for attending and they answered a range of Members' questions.

After discussion, the Working Group agreed that the information provided at the meeting would be provided to the Trust and that the issues would be revisited at a future meeting of the Health Working Group.

(The meeting ended at 18:55).

FRANCES BYRNE
Head of Corporate Communications & Administration



Corporate Services Committee

8th March 2023

Report from:

Head of Corporate Communications and Administration

Item for Decision

TITLE: Members' Focus Groups: IT provision and Noting Schedule Review

Background and Key Issues:

1. As part of the recent estimates process, there was general agreement on the need to reduce printing across the council. It was agreed that a cross party working group would be established to consider the technology needs of members ahead of the new mandate. The Terms of Reference including the membership of the focus group is attached at **appendix 1**.
2. At the monthly Council Meeting on 22 November 2022 it was agreed that the Noting Schedule would also be considered at the focus group.
3. There have been two meetings of the focus group where it was agreed that the following recommendations would be made to Corporate Services Committee:
4. **Noting schedule**
 - a. The name for the "Items for Noting Schedule" will be changed to "Information and Correspondence".
 - b. A separate Information and Correspondence schedule will be created for each committee.
 - c. "Information and Correspondence" will be released at the same time as committee papers on Decision Time.
5. **Members' Broadband**
 - a. Members will use/source their own home broadband packages and claim the annual allowance of up to £420 per year in line with policy from June 2023.

- b. Contracts arranged by Council end on 30 May 2023. Members affected should source and install their own broadband before this time. IT Services will provide support to identify a suitable broadband package if required.

6. Provision of Mobile Devices

- a. Members are currently provided with an iPad for the conduct of Council business – some Members feel iPads do not provide the best functionality, particularly when engaging in remote business.
- b. It is recommended that the provision of iPads for Members continues into the new Council term due to divided opinion.
- c. Members of the Planning Committee and others who wish will be offered the option of a laptop on a trial basis.
- d. Members will be asked to provide feedback on the pilot to be assessed later in the new Council term.

7. Printers and Ink

- a. Printers will remain available on request from Members
- b. Ink is no longer provided as Members received an uplift in allowances to cover consumables in 2015. Attached at **appendix 2**.

8. Members' Stationery

- a. Members are currently provided with personalised corporate stationery including letterheads, business cards and a date stamp.
- b. It is recommended that digital letterhead templates are provided to all Members as the preferred option, with hard copy letterheads available on request.
- c. Business cards will be provided on request.
- d. Date stamps will continue to be provided.

9. Provision of hard copies of Meeting Packs

- a. Pre COVID, hard copies of meeting packs were provided only for the Mayor, Chairs of Committee and the Planning Committee. (Exceptions will be made where a member has a specific need)
- b. It is recommended that we revert back to this position from the new term in line with digital and sustainability agendas
- c. This recommendation is further supported by Local Government Circular LG 23/2019 (Section 9 v) which states "Councils should not provide councillors with hard copies of electronic documents where the council has provided a portable IT device."

10. Training

- a. Training and/or support to be provided in the following areas:
 - i. Broadband support
 - ii. Use of iPads
 - iii. Decision Time
 - iv. Sharepoint
 - v. Outlook
 - vi. GDPR

11. Mobile Phones

- a. There are currently a range of options in relation to mobile phones for Members

- b. Generally it is felt that the specification of the phones should be better given advances in social media and the need for Councillors to engage with residents through apps on their phones
- c. IT has advised that from a security perspective, it would be preferable for all Members to be issued with a mobile phone for Council business only.
- d. Members preferred that the current mobile phone provision should be continued into the new Council term. This means that Members retain the option of a mobile phone or a monthly allowance in lieu of a phone.
- e. The group recommended that IT should facilitate a clinic for Members in the new term advising on mobile phone provision including security risks associated with each arrangement.

Recommendation:

12. It is recommended that Members agree the recommendations as outlined in the report:

- a. The Items for Noting schedule will be called Information and Correspondence schedule and published separately with for each committee with the relevant papers
- b. Members source their own broadband and claim the available allowance
- c. iPads continue to be provided and a trial will take place to assess the suitability of laptops
- d. Printers are available on request, ink is not provided
- e. Personalised, digital letterheads are provided with hard copies available on request. Business cards are available on request. Dates stamps are provided
- f. Hard copies of meeting packs only be provided on request to the Mayor, Chairs of Committee and Members of the Planning Committee.
- g. Training is provided as listed
- h. A mobile phone clinic for Members is arranged by IT in the new term.

Finance and Resource Implications:

Reduction in printing and postage costs of approximately £1,200

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy?

No

If no, please provide explanation/rationale

Will be carried out on agreement of new policy

If yes, what was the outcome?:

Option 1

Screen out
without mitigation

Option 2

Screen out with
mitigation

Option 3

Screen in for
a full EQIA

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

Insert link to completed Equality and Good Relations report:

2. Rural Needs Impact Assessment:

Has consideration been given to Rural Needs?

Has a Rural Needs Impact Assessment (RNIA) template been completed?

If no, please give explanation/rationale for why it was not considered necessary:

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

Appendix 1: TOR Members' Focus Group
Appendix 2: Email from DfC and LG Circular re Consumables

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

If Yes, please insert date:

LISBURN & CASTLEREAGH CITY COUNCIL

Members' Focus Group Interim Terms of Reference

Background

At the Monthly Council Meeting held on 22 November 2022 it was agreed on the proposal of Ald Ewart seconded by Ald Grehan that the Chief Executive and Corporate Management Team would explore ways to report Items for Noting in future.

It was also agreed that a focus group would be convened to consider Members' needs prior to the commencement of the new Council term following the Local Government Elections due to take place in May 2023.

Scope

The Members' Focus Group is not a formal working group with delegated powers. It will be consultative forum to consider options on the following projects:

- Items for Noting Schedule
- Provision of IT equipment
- IT training needs
- Broadband Policy
- Hard copies of meeting packs
- Members' stationery

The outcomes of the Focus Group will be reflected in various reports which will come forward to the Corporate Services Committee.

Membership

The Focus Group will comprise eight Members to be nominated by Party Group Leaders along with Officers from the Member Services Unit and IT Services.

PARTY	REPRESENTATIVE
DUP (x2)	Ald Paul Porter Cllr Uel Mackin
UUP (x2)	Cllr Hazel Legge Ald Michael Henderson
ALLIANCE (x2)	Ald Amanda Grehan Ald Stephen Martin
SDLP (x1)	Cllr Simon Lee
SF (x1)	Cllr Ryan Carlin

Meetings

It is anticipated there will be a limited number of meetings of the Focus Group which will be convened on an ad hoc basis.

From: Glass, Jeff [<mailto:Jeff.Glass@communities-ni.gov.uk>]
Sent: 09 February 2023 16:36
To: HEWITT, Joanne <Joanne.HEWITT@lisburncastlereagh.gov.uk>
Cc: Lewis, Ian <Ian.Lewis@communities-ni.gov.uk>; Dickson, Ruth <Ruth.Dickson@communities-ni.gov.uk>; McCann, Lynne <Lynne.McCann@communities-ni.gov.uk>; McGinn, Kevin <Kevin.McGinn@communities-ni.gov.uk>
Subject: FW: Queries from J Hewitt, Lisburn and Castlereagh - Circular LG 03/2023 - CONSOLIDATED COUNCILLOR ALLOWANCES

Joanne,

Good afternoon

Further to my email yesterday, find below information on ink cartridges and paper for Council Members.

1. Ink cartridges and paper are considered to be office consumables which are referred to in the section relating to Basic Allowance, Paragraph 4 (v) and Councillor Support Services, Paragraph 9 (i) of the Department's circular LG 23/2019 - Guidance on Councillors Allowances- see link below. Paragraph 9 (i) states that the Basic Allowance was increased in April 2015, in part, to cover office consumables and incidental costs incurred by councillors in their official capacity. Paragraph 9 (v) of this circular also states that It is for each council to decide on the level of support services that it provides such as general secretarial services, council business cards and headed paper. However councils should not provide councillors with hard copies of electronic documents where the council has provided a portable IT device.

[Circular LG 23/2019 - Councillors' Allowances Guidance for District Councils in Northern Ireland | Department for Communities \(communities-ni.gov.uk\)](#)

2. As you mentioned in your email the additional amount on the Basic Allowance for consumables is also referenced in the Department's circular LG 03/2023 on Consolidated Councillor Allowances – see link below.

[Circular LG 03/23 – Consolidated Councillor Allowances | Department for Communities \(communities-ni.gov.uk\)](#)

3. The background to the councillor allowances guidance provided by the Department is as follows:

The Departmental response to the NI Councillor's Remuneration Panel Report supported the then Minister, Mark H Durkan's, written statement of 9 March 2014 to the Assembly on councillor allowances and is the basis for the level of allowances and guidance issued by the Department. In considering the review of allowances the Minister agreed an extra £1,000 was to be incorporated into the basic allowance, which was to cover office consumables. The Departmental response clearly stated there should be no separate support allowance provided and this extra £1,000 was additional to the arrangement that existed prior to the Panel's review which was that *"the Basic Allowance is also intended to cover incidental costs incurred by councillors in their official capacity, such as the use of their homes and the cost of any telephone calls, including mobile phone calls"*. It is worth highlighting that the

remuneration panel in conjunction with the Department consulted widely on all of these issues before the Minister made these decisions.

The intention of the Basic Allowance has not been altered and therefore, the additional £1,000 (now updated to £1,154) is considered as offered for consumables..

I hope this information is helpful.

Thanks

Jeff Glass



Corporate Services Committee

8th March 2023

Report from:

Head of Corporate Communications & Administration

Item for Decision

TITLE: Lagan Valley Island – Building Illumination Requests

Background and Key Issues:

New illumination requests are presented below for Members' consideration:

1. National Day of Reflection – 23 March 2023

A request was received on behalf of Marie Curie on 7 February 2023 to light up Yellow on 23 March 2023 to mark the National Day of Reflection for Remembrance of Lives Lost due to COVID on the 23 March 2023.

The request does not meet the following criteria detailed in the policy:

- The specified timeframe required for illumination requests (2 months)

This request was further considered by the Mayor, Chair and Vice Chair of Corporate Service Committee. The following exceptional circumstances were outlined:

- The pandemic continues to have a significant impact and the light up reflects on the lives lost.

2. European Victims' Day – 11 March 2023

A request was received on 13 February 2023 from South East Fermanagh Foundation to light up Red on 11 March 2023 to mark European Victims' Day.

The request does not meet the following criteria detailed in the policy:

- The specified timeframe required for illumination requests (2 months)

This request was further considered by the Mayor, Chair and Vice Chair of Corporate Services Committee. The following exceptional circumstances were outlined:

- The timing is linked to the Legacy and Reconciliation Bill currently going through the parliamentary process and adds to the very significant opposition to that.
- As we are approaching the 25th anniversary of Belfast Agreement it would be important to send out a strong message of support for the many who suffered even fatally during the years of conflict.

3. Fostering Fortnight – 16 May 2023

A request was received on 23 February 2023 from HSC Fostering and Adoption to light up Blue and Yellow on 16 May 2023 to mark Fostering Fortnight.

Foster Care Fortnight is The Fostering Network's annual campaign to raise the profile of fostering and show how foster care transforms lives. Foster Care Fortnight 2023 will take place from 15-28 May.

This request meets the criteria set out in the policy and the date requested is available.

4. Go Blue for Meso – 7 July 2023

A request was received on 14 February 2023 from Mesothelioma UK to light up Blue on the 7 July 2023 to mark Action Mesothelioma Day.

On Action Mesothelioma Day, landmarks across the UK will light up blue to put a spotlight on mesothelioma, a cancer cause by exposure to asbestos.

This request meets the criteria set out in the policy and the date requested is available.

5. Blood Cancer Awareness Month – 1 September 2023

A request was received on 21 February 2023 from Leukaemia & Lymphoma NI (LLNI) to light up Red on 1 September to mark the commencement of Blood Cancer Awareness month.

Every September, LLNI runs a month-long campaign to inform the public of the symptoms of blood cancer (which are notoriously vague) and to promote the research that they fund.

The request does not meet the following criteria detailed in the policy:

- There will be a maximum of 60 illuminations annually with no more than 6 in any one month. September has already exceeded this quota.

This request was further considered by the Mayor, Chair and Vice Chair of Corporate Service.

Recommendation:

It is recommended that Members:

1. Consider the light up requests below which comply with the Building Illuminations Policy:
 - Yellow on 16 May to mark Fostering Fortnight
 - Blue on 7 July 2023 to mark Go Blue for Meso
2. Note the light up requests below that were approved under exceptional circumstances:
 - Red on 11 March 2023 to mark European Victims’ Day
 - Yellow on 23 March 2023 to mark National Day of Reflection
3. Note the following requests which have been declined in line with the policy:
 - Red on 1 September for Blood Cancer Awareness

Finance and Resource Implications:

N/A

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy?

If no, please provide explanation/rationale

These requests are in accordance with the Illumination Policy which was Equality Screened in March 2021

If yes, what was the outcome?:

Option 1 Screen out without mitigation	<input type="text" value="N/A"/>	Option 2 Screen out with mitigation	<input type="text" value="N/A"/>	Option 3 Screen in for a full EQIA	<input type="text" value="N/A"/>
--	----------------------------------	---	----------------------------------	--	----------------------------------

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

Insert link to completed Equality and Good Relations report:

2. Rural Needs Impact Assessment:

Has consideration been given to Rural Needs?

Has a Rural Needs Impact Assessment (RNIA) template been completed?

If no, please given explanation/rationale for why it was not considered necessary:

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

If Yes, please insert date:



Corporate Services Committee

8th March 2023

Report from:

Head of Finance

Item for Decision

TITLE: Car Parking bad debt write off

Background and Key Issues:

1. The provision of off street car parking transferred to Local Councils on 1 April 2015. While Councils retain responsibility for the overall financial management of the function, they have delegated operational management to an independent contractor and the Department for Infrastructure (DfI).
2. Councils were given all of the debt prior to 01/04/2015 relating to the car parks and a bad debt provision.
3. The Council must approve the write off of the car park debts (including those before 01/04/2015), to enable DfI to remove the actual write off in the PCN IT system.
4. Below are the bad debts that have been recommended for write off:

FY	PCN's from April 2015
2015/16	£ 1,755.00
2016/17	£ 270.00
2018/19	£ 135.00
2019/20	£ 135.00
2020/21	£ 225.00
2021/22	£ 405.00

Grand Total **£ 2,925.00**

5. The individual amounts within the bad debts range from £90 to £135.00 and from a period of April 2015 to December 2022. Details have been provided by Dfl of the actions carried out to try to recover the above debts to Finance.
6. In November 2022, it was agreed by Corporate Services to approve a write off to the value of £1,755 of car parking debts. Dfl have confirmed that £270 of this has not been actioned due to further information being supplied therefore only £1485 has been written off. The £270 of debts will remain on the list that is being actively pursued by Dfl.
7. There remains a number of outstanding debts in relation to the car parking charges. Dfl are actively pursuing these debts and have recommended we do not write off these additional amounts at present.
8. The Council has made a provision within the balance sheet should any of these additional debts have to be written off. The current balance held for bad debts in relation to car parking is £64,024.60. This will be reviewed again at the year-end based on the information provided to the finance unit.

Recommendation:

It is recommended that the debt recorded is written off the ledgers of the Department for Infrastructure.

Finance and Resource Implications:

To be funded through provision held in balance sheet.

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy? N/A

If no, please provide explanation/rationale

If yes, what was the outcome?:

Option 1 Screen out without mitigation	N/A	Option 2 Screen out with mitigation	N/A	Option 3 Screen in for a full EQIA	N/A
--	-----	---	-----	--	-----

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

Insert link to completed Equality and Good Relations report:

2. Rural Needs Impact Assessment:

Has consideration been given to Rural Needs?

Has a Rural Needs Impact Assessment (RNIA) template been completed?

If no, please give explanation/rationale for why it was not considered necessary:

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

If Yes, please insert date:



Corporate Services Committee

8th March 2023

Report from:

Head of Finance

Item for Noting

TITLE: Local Government Staff Commission

Background and Key Issues:

1. The Council has received a letter dated from the Staff Commission dated 22 February 2023 regarding funding for continuing operations for 2023/2024.
2. The Minister for Communities has informed the Local Government Staff Commission that the provisional date for dissolution has been extended to 31 March 2025.
3. In accordance with Schedule 3, paragraph 7 of the Local Government Act (NI) 1972, the budget for the operation of the LGSC is to be apportioned between all Council and the Northern Ireland Housing Executive.
4. The contribution required from Lisburn & Castlereagh City Council is 6.88% of the overall net cost (£377,742) which amounts to £25,974 (£31,359 2022/2023) and an invoice will be issued for payment on or before the 30th April 2023.
5. This represents a decrease on 2022/2023 contribution of £5,385. The budget for 2023/24 has been set at £32,300 and therefore is a saving of £6,326.

Recommendation:

The Council’s contribution to Local Government Staff Commission for 2023/2024 be noted as £25,974 (excluding VAT) and be paid by 30th April 2023.

Finance and Resource Implications:

From within existing 2023/24 budgets.

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy? N/A

If no, please provide explanation/rationale

If yes, what was the outcome?:

Option 1 Screen out without mitigation	N/A	Option 2 Screen out with mitigation	N/A	Option 3 Screen in for a full EQIA	N/A
--	-----	---	-----	--	-----

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

Insert link to completed Equality and Good Relations report:

2. Rural Needs Impact Assessment:

Has consideration been given to Rural Needs?	No	Has a Rural Needs Impact Assessment (RNIA) template been completed?	No
--	----	---	----

If no, please given explanation/rationale for why it was not considered necessary:

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

No

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

Local Government Staff Commission letter to David Burns

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

Yes/No

If Yes, please insert date:



DS/VD

Mr David Burns
Chief Executive
Lisburn and Castlereagh City Council
Civic Headquarters, Lagan Valley Island
Lisburn BT27 4RL

CHAIRPERSON
Mr Bumper Graham

22 February 2023

Dear David

LOCAL GOVERNMENT STAFF COMMISSION FOR NORTHERN IRELAND CONTINUING OPERATIONS 2023/24

The Department for Communities has informed the Local Government Staff Commission (the Commission) that the provisional date for dissolution has been extended to 31 March 2025.

Consequently, in order to implement our statutory functions, it is necessary for the Commission to determine a Financial Scheme up to 31 March 2024.

Please note that whilst the Financial Scheme for 2023/24 directly reflects the 'winding down' position of the Commission, we continue to deliver the same range of statutory functions, plus incur the normal running costs of an Arm's Length Body.

In accordance with the 2023/24 Management and Dissolution Plan, the Commission has estimated its total financial requirement to be £417,742 for the year ahead. Income from ongoing operations, which is offset against this figure is estimated at £40,000, leaving an amount of £377,742 to be raised from District Councils and the NIHE.

You will be aware that in accordance with Schedule 3, paragraph 7 of the Local Government Act (NI) 1972, the budget for the operation of the Commission is to be apportioned between all District Councils and the NIHE.

By virtue of the apportionment arrangements Lisburn and Castlereagh City Council is required to pay 6.88% of £377,742 namely £25,974.

Due to budgetary efficiencies made by the Commission the total Council contribution amount required for 2023/24 has decreased by £98,296. This is a 20.6% decrease year on year and is net of any projected increases resulting from higher levels of inflation. Individual Council contributions decreases range from 17% to 24%.

THE LOCAL GOVERNMENT STAFF COMMISSION FOR NORTHERN IRELAND

Commission House
18-22 Gordon Street
Belfast BT1 2LG

T: 028 9031 3200
E: info@lgsc.org.uk
W: www.lgsc.org.uk



CHAIRPERSON
Mr Bumper Graham

For your Council this has resulted in a 17.17% decrease i.e. £5,385; £25,974 - £31,359 (2022-23). We will of course, continue to take every step to mitigate any future increases in costs between now and the formal dissolution of the Commission.

I would request that you issue a Purchase Order to the Commission for this amount, following receipt of which, an invoice will be submitted.

The Commission will be moving to new office accommodation from 03 April 2023 and I would ask you to note the new correspondence address:

Local Government Staff Commission for Northern Ireland
3rd Floor
St Annes House
15 Church Street
BELFAST
BT1 1ER

If you have any queries in relation to the work of the Commission or the services provided or require further information, please do not hesitate to contact me.

Yours sincerely

A handwritten signature in black ink that reads "Diana Stewart". The signature is written in a cursive style.

Diana Stewart
Director of Corporate Services

**THE LOCAL GOVERNMENT STAFF COMMISSION
FOR NORTHERN IRELAND**

Commission House
18-22 Gordon Street
Belfast BT1 2LG

T: 028 9031 3200
E: info@lgsc.org.uk
W: www.lgsc.org.uk



Corporate Services Committee

8th March 2023

Report from:

Head of Human Resources and Organisation Development

Item for Noting

TITLE: Workforce Reports

Background and Key Issues:

1. Reports on workforce are appended to this report for review and scrutiny as appropriate and include.
2. **Report on Attendance Management** within the Council for the period up to 30th December 2022 including actions taken by the Council to support attendance and minimise absence levels. You will note a rise on the previous year, however, one of the major causes of absence in was COVID. A reports from the ONS has advised that UK-wide, in 2021/22, absence was at its highest rate since 2010.
3. **Workforce** This report details the number of staff employed and agency workers engaged with the Council as at 10 February 2023.
4. **Recruitment** This report provides detail of the current position of recruitment of posts as at 10 February 2023, both internally and externally advertised posts.
5. CMT continues to scrutinise agency and recruitment matters to ensure continued financial management and probity.

Recommendation:

It is recommended that Members note the above workforce information.

Finance and Resource Implications:
Captured within current budgets

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy?

If no, please provide explanation/rationale
N/A to this report

If yes, what was the outcome?:

Option 1 Screen out without mitigation	<input type="text" value="Yes/No"/>	Option 2 Screen out with mitigation	<input type="text" value="Yes/No"/>	Option 3 Screen in for a full EQIA	<input type="text" value="Yes/No"/>
---	-------------------------------------	--	-------------------------------------	---	-------------------------------------

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

Insert link to completed Equality and Good Relations report:

2. Rural Needs Impact Assessment:

Has consideration been given to Rural Needs?	<input type="text" value="No"/>	Has a Rural Needs Impact Assessment (RNIA) template been completed?	<input type="text" value="No"/>
--	---------------------------------	---	---------------------------------

If no, please given explanation/rationale for why it was not considered necessary:
Not applicable to this report.

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES: Workforce Analysis
Attendance Management
Recruitment Position

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

If Yes, please insert date:

WORKFORCE PROFILE
March Committee Report

Unit	Employees February 23						Agency staff February 2023					
	FTE			Headcount			Agency FTE			Agency Headcount		
	FT	PT	TOTAL	FT	PT	TOTAL	F/T	P/T	TOTAL	F/T	P/T	TOTAL
Chief Executive's Office												
Chief Executive's Office	2	0.4	2.4	2	1	3	0	0	0	0	0	0
Audit, Risk & Performance	7	0.8	7.8	7	1	7	1	0	1	1	0	1
Total CEO	12	1.2	10.20	9	2	10	1	0	1	1	0	1
Finance and Corporate Services												
Corporate Communications & Administration	37	7.03	44.03	37	14	51	1	0.43	1.43	1	1	2
Director - Finance and Corporate Services	2	0.41	2.41	2	1	3	0	0	0	0	0	0
Finance	13	1.3	14.3	13	2	15	1	0	1	1	0	1
Human Resources and OD	18	4.19	22.19	18	7	25	1	0.8	1.8	1	1	2
Total CS	70	12.93	82.93	70	24	94	3	1.23	4.23	3	2	5
Environmental Services												
Director - Environmental Services	4	0	4	4	0	4	0	0	0	0	0	0
Environmental Health	39	4.79	43.79	39	8	47	3	0	3	3	0	3
Waste Management & Operations	160	3.85	163.85	160	7	167	40	0	40	40	0	40
Building Control	22	2.51	24.51	22	4	26	1	0	1	1	0	1
Total ES	225	11.15	236.15	225	19	244	44	0	44	44	0	44
Leisure and Community Wellbeing												
Communities	48	7.76	55.76	48	12	60	6	2.78	8.78	6	6	12
Director - Leisure and Community Wellbeing	2	0.6	2.6	2	1	3	1	0	1	1	0	1
Parks and Amenities	88	2.53	90.53	88	4	92	4	0	4	4	0	4
Sports Services	105	30.97	135.97	105	68	173	2	0.41	2.41	2	1	3
Total LCW	243	41.86	284.86	243	85	328	13	3.19	16.19	13	7	20
Service Transformation												
Director - Service Transformation	3	0	3	3	0	3	0	0	0	0	0	0
Economic Development	18	3.51	21.51	18	6	24	3	0	3	3	0	3
Planning - LDP	2	2.01	4.01	2	3	5	0	0	0	0	0	0
Planning	25	3.62	28.62	25	5	30	2	0	2	2	0	2
Assets	29	4.34	33.34	29	7	36	1	0.8	1.8	1	1	2
Transformation	10	0	10	10	0	10	2	0	2	2	0	2
TOTAL ST	87	13.48	100.48	87	21	108	8	0.8	8.8	8	1	9
Total Employees (FTE / Headcount)	637	80.62	714.62	634	151	784	69	5.22	74.22	69	10	79

* These figures include all agency workers who may be placed for the following reasons: to cover vacancies, maternity, long term sick, project or seasonal work

Total Headcount February 2023	Full-time	Part-time	Total
Employees	634	151	784
Agency Workers	69	10	79

Total Headcount December 2022	Full-time	Part-time	Total
Employees	634	151	785
Agency Workers	72	9	81

Other Totals

Detail	Number
Total fixed term workers	58
Total current secondments/transfers (internal/external)	2
Total students	3



**ATTENDANCE MANAGEMENT:
ANALYSIS FOR PERIOD
ENDING
31 December 2022**

1.0 OVERVIEW

This report outlines absence information and details measures that have been put in place by the Council to manage attendance at work.

2.0 ROLLING YEAR

NOVEMBER 2021 – DECEMBER 2022

Full Council	01.11.21 - 31.10.22		01.12.21 - 30.11.22		01.01.22 - 31.12.22	
	Covid inc	Not incl	Covid inc	Not incl	Covid inc	Not incl
Total Possible Days	156,302.24	156,302.24	155,611.46	155,611.46	155,421.57	155,421.57
Days Lost Through Short Term Sickness	3,025.50	2,933.50	3,113.50	2,458.50	3,190.50	2,485.00
Days Lost Through Long Term Sickness	8,627.00	8,453.00	8,837.00	8,421.00	9,082.00	8,597.00
Short Term Lost Time Rate	2.05%	1.88%	2.05%	1.58%	2.11%	1.60%
Long Term Lost Time Rate	5.70%	5.41%	5.70%	5.41%	5.87%	5.53%
Total Lost Time Rate	7.75%	7.28%	7.75%	6.99%	7.98%	7.13%
Days lost per employee	13.76	13.44	14.05	12.79	15.30	13.82

The columns titled "Covid inc" include occasions of Covid related sickness absence for the relevant periods. The columns titled "Not incl" exclude any occasions of Covid related sickness absence for the relevant periods.

2.1 ACTUAL MONTH

OCTOBER 2022 – DECEMBER 2022

Full Council	October 2022		November 2022		December 2022	
	Covid inc	Not incl	Covid inc	Not incl	Covid inc	Not incl
Total Possible Days	12,966.15	12,966.15	12,868.76	12,868.76	12,834.12	12,834.12
Days Lost Through Short Term Sickness	171.50	135.50	298.50	234.50	323.00	272.50
Days Lost Through Long Term Sickness	933.00	873.00	861.00	810.00	817.00	775.00
Short Term Lost Time Rate	1.32%	1.05%	2.32%	1.82%	2.52%	2.12%
Long Term Lost Time Rate	7.20%	6.73%	6.69%	6.29%	6.37%	6.04%
Total Lost Time Rate	8.52%	7.78%	9.01%	8.12%	8.88%	8.16%
Days lost per employee	1.55	1.42	1.64	1.48	1.62	1.49

2.2 Absence Instances Current vs Previous Qtr

Org Structure	Absence Instances in Previous Qtr	Absence Instances in Current Qtr	Variance
Full Council	344	351	7

The above table shows that in the previous quarter (June – August 2022) there were a total of 344 periods of sickness absence, compared to 351 periods of sickness absence in the current quarter (October – December 2022). There has been an increase of 7 periods of sickness absence in the current quarter.

Average Days Lost - All Employees Current vs Previous Qtr

Org Structure	Ave Days Lost Duration Previous Qtr (FTE)	Ave Days Lost Duration Current Qtr (FTE)	Variance
Full Council	4.55	4.67	0.12

The above table demonstrates that during the previous quarter (June – August 2022) on average 4.55 days per employee (based on full time equivalent) were lost due to sickness absence. In comparison there have been an average of 4.67 days per employee lost due to sickness absence in the current quarter (October – December 2022).

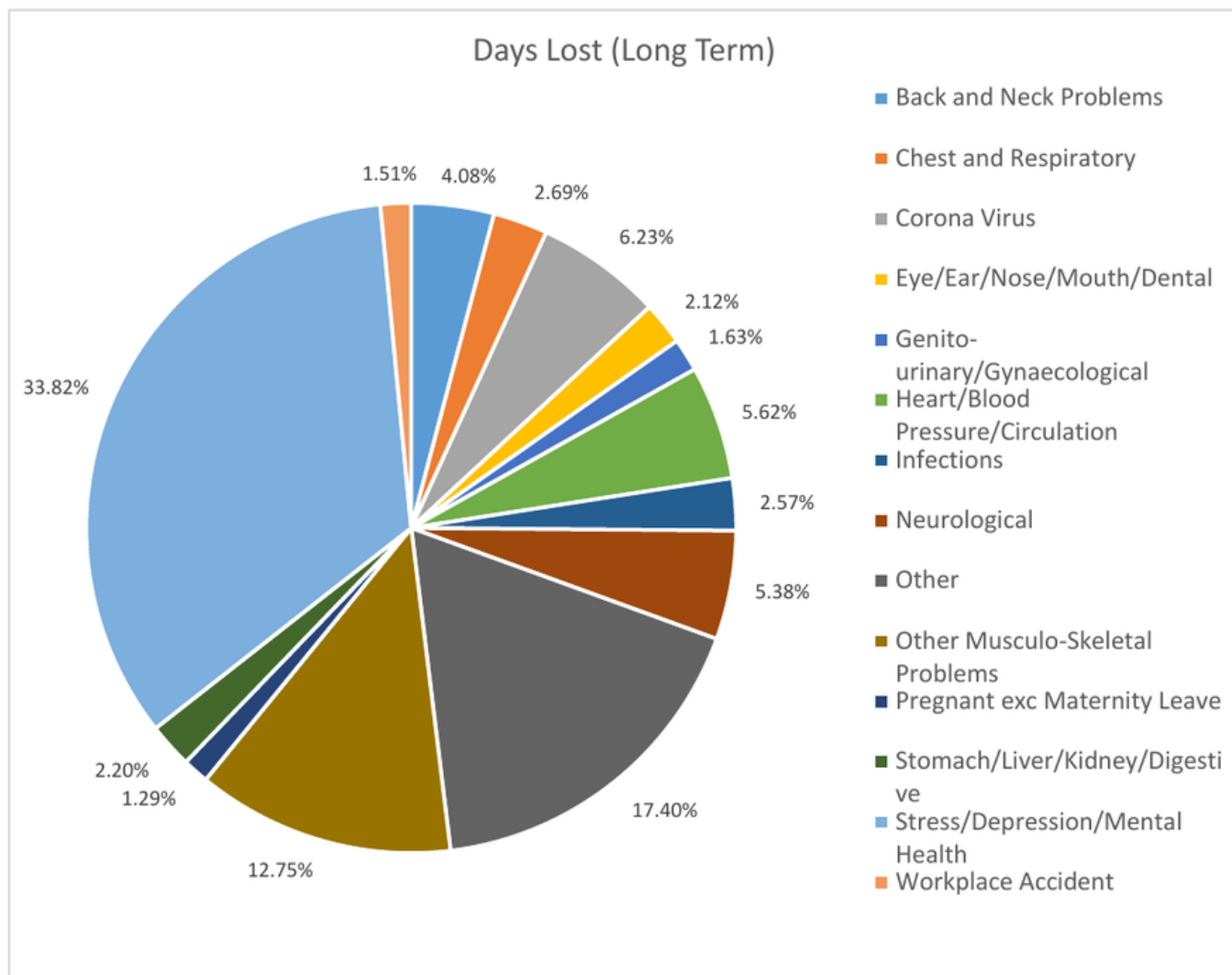
Absence Analysis by Reason April – December 2022

The top 5 causes of sickness absences from April to December 2022 are listed below:

Absence Reason
Stress/Depression/Mental Health
Other
Corona Virus
Other Musculo-Skeletal Problems
Neurological

Stress/Depression Mental Health (2,723 days), Other (1566.5 days), Corona Virus (1,163 days), Musculoskeletal (1,101) days & Neurological (440 days).

Other medical illnesses: These figures include employees who have been absent from work due to Cancer, Bereavement, Accident, Diabetes etc.



The above pie chart provides a visual illustration of the absence reasons for long term sickness absence in the year to date (April – December 2022).

4.0 ACTIONS TAKEN

4.1 SHORT TERM SICKNESS

Short-term sickness absence is broadly defined as frequent, recurring periods of sickness absence which do not relate to an underlying health issue.

A review of absence will be conducted once appropriate trigger points indicate to management that a particular employee’s pattern of absence has reached a point where there may be cause for concern and a need to investigate. The use of trigger points will ensure a consistent approach to the control of absence in such circumstances.

Employees who have met the appropriate trigger points are set Targets for improvement in line with the Policy for Managing Attendance.

Employees who have reached any stage of the formal procedure more than once within a 24 month period, have a review of their absence history carried out by their Manager, in conjunction with HR, who may escalate to a further stage of the procedure, depending on the circumstances.

4.2 LONG TERM SICKNESS

Long-term sickness absence, for the purpose of the sickness absence management policy, is defined as a continuous period of absence for 28 calendar days or more.

The Policy for Managing Attendance stipulates a review of the employee's absence at the three-month stage with consideration being given to the nature of the illness and how long it is expected to continue for. If the employee does not return by the six-month stage they will be required to attend a hearing with a Panel to consider the potential of being ill health retired or dismissed.

Absence figures for the Council are reported on a rolling yearly basis, the Council therefore needs to take into consideration that it will take time to see the impact on these figures for the Council.

4.3 EXTERNAL FACTORS

There are a number of factors influencing the rise in both our short term and long term sickness absence figures. The effects of the COVID-19 pandemic have placed additional stresses on an already overwhelmed NHS system. As a result of which NHS waiting lists in Northern Ireland are extremely lengthy and this is causing delays for many of our employees who are waiting on medical appointments and treatment.

4.4 USEL

The Council continues to work in partnership with USEL a government based organisation who can assist employers with absence relating to physical impairment or mental health issues. They offer services such as Physiotherapy and Counselling at no cost to the Council.

The Employment Services Officer keeps in regular contact with employees (normally bi-weekly).

Currently there are 8 employees on both the Workable (NI) Programme and Condition Management Programme. Employees must be at work or coming back to the workplace to avail of the programme. All employees have been referred to various programmes and are receiving support and assistance.

5.0 OUTCOMES

From 1st April 2022 to date, 67 First Improvement Notices, 7 Second Improvement Notices, and 3 Third Improvement Notices have so far been issued to employees in relation to sickness absences.

From January 2021, 10 employees have left employment of the Council through either ill health retirement or ill health dismissals. There is a further NILGOSC application in progress.

There are currently 32 employees who are off 28 or more calendar days on Long Term Sickness. 14 of these 32 have been absent for over 3 months, a number of whom have serious illnesses.

6.0 OTHER ACTIONS

- The HR & OD Unit continues to focus on the Directorates that have the highest absence levels in the Council. Meetings have been held to develop action plans to target these areas. These meetings are held on a regular basis with the relevant line managers or Head of Service if applicable. The purpose of these meetings is to ensure that managers continue to prioritise the management of sickness absence, to identify any patterns of sickness absence and to determine what support and assistance can be provided by the HR & OD Unit. Actions have been taken where employees do not appear to be complying with policy.
- Heads of Service are notified of the employees who are absent within their Units. Non-compliance issues are also captured on these reports if applicable to the Unit.
- Dedicated HR Rep for Long & Short Term Sickness absence, working in partnership with Managers offering a supportive and coaching approach to tackling attendance issues.
- Encouragement of early intervention and open discussions between managers and employees to proactively tackle issues early to stop them becoming long term problems.
- Continued focus on reducing sickness and promoting Health and Wellbeing as part of regular management team meetings.
- Voluntary contribution employee Healthcare Schemes are ongoing. It had been planned to hold additional roadshows to encourage more employees and members to join. However due to the pandemic this has not been possible. We have however organised virtual zoom presentations with one of the Healthcare Schemes to help promote their services. The in-person roadshows will be reorganised when feasible to do so.

- We are seeking to re-establish a Council working group comprising of representatives from various units in the Council particularly areas where there are higher absence levels.
- The Council leads the sub group for Managing Attendance established through PPMA. The Northern Ireland Fire Service and Housing Executive are also represented on the group enabling the Council to benchmark with external organisations. Meetings continue to be held on a quarterly basis.
- We have undertaken to review the Policy for Managing Attendance during 2023.

7.0 HEALTH & WELLBEING

There are a number of Health and Wellbeing activities which are being utilised to support employees in the workplace on a daily, weekly or monthly basis. Those which have been ongoing since the last report on absence are shown below:

October	November	December
Breast Cancer Awareness	Mens Health Awareness	Financial Health
World Menopause Day	HSF Health Plan Presentation	Christmas Shopping Tips Webinar
	Help for All – Cost of Living Event	Christmas Wreath Making Workshops
		Christmas Wellbeing Tips

8.0 UPCOMING HEALTH & WELLBEING INITIATIVES

There are a number of Health & Wellbeing initiatives and activities which are planned for the next quarter, some of which have already taken place, including;

- January Wellbeing focus – Physical Health
- Save Money With Your Household Budget Webinar
- Time to Talk Day
- February Wellbeing focus – Health Eating for Heart Health
- Staff Woodland Restoration Day
- Teens Emotional Health
- Parents Emotional Health



COMMITTEE REPORT - RECRUITMENT

February 2023

COMMITTEE REPORT – RECRUITMENT FEBRUARY 2023

Vacancies at initial prep stage

Service	Unit	Ref	Job Title	Category	Status
Leisure, Communities & Wellbeing	Communities	JF3243	Arts Programme Assistant	Fixed Term	To be advertised
Regeneration & Growth	Economic Development	JF3244	Project Support Officer	Permanent	To be advertised
Leisure, Communities & Wellbeing	Sports Services	JF3245	Receptionist	Casual	To be advertised

COMMITTEE REPORT – RECRUITMENT FEBRUARY 2023

101

Vacancies at advert stage

Service	Unit	Ref	Job Title	Category	Status
Leisure & Community Wellbeing	Parks & Amenities	JF3241	Events Officer	Internal - Fixed Term	Advert Live
Leisure & Community Wellbeing	Sports Services	JF3242	System & Resources Manager	Internal – Fixed Term Casual	Advert Live
Finance & Corporate Services	Corporate Communications	JF3172	Porter	Permanent - Full Time	Advert Live

COMMITTEE REPORT – RECRUITMENT FEBRUARY 2023

Vacancies at Shortlisting Stage

Service	Unit	Ref	Job Title	Category	Status
Leisure & Community Wellbeing	Communities	JF3198	VIC Supervisor	Permanent - Full Time	Shortlisting
Leisure & Community Wellbeing	Sports Services	JF3207	Recreation Assistant	Casual	Shortlisting
Regeneration & Growth	Economic Development	JF3224	Economic Development Officer	Permanent – Full Time & Part Time	Shortlisting
Leisure & Community Wellbeing	Parks & Amenities	JF3234	Grounds person, Gardener, Greenkeeper, Gravedigger	Permanent - Full Time	Shortlisting

COMMITTEE REPORT – RECRUITMENT FEBRUARY 2023

Vacancies at Shortlisting Stage

Service	Unit	Ref	Job Title	Category	Status
Regeneration & Growth	Economic Development	JF3236	Regeneration and Infrastructure Officer	Permanent - Full Time	Shortlisting
Organisation Development & Innovation	HR & OD	JF3237	HR Project Officer	Fixed Term – Full Time	Shortlisting
Regeneration & Growth	Planning	JF3238	Capital Project Manager	Permanent - Full Time	Shortlisting
Leisure & Community Wellbeing	Sports Services	JF3239	Swimming Teacher	Permanent - Full Time	Shortlisting

COMMITTEE REPORT – RECRUITMENT FEBRUARY 2023

Vacancies at Shortlisting Stage

Service	Unit	Ref	Job Title	Category	Status
Organisation Development & Innovation	IT & Commercialisation	JF3240	IT Field Technician	Permanent - Full Time	Shortlisting

Vacancies at Interview Stage

Service	Unit	Ref	Job Title	Category	Status
Regeneration & Growth	Economic Development	JF3225	Programme Co-ordinator	Permanent - Full Time	Interview

COMMITTEE REPORT – RECRUITMENT FEBRUARY 2023

Vacancies at Pre-employment Checks

Service	Unit	Ref	Job Title	Category	Status
Leisure and Community Wellbeing	Sports Services	JF3079	Recreation Assistant	Casual	Pre-Employment in Progress
Organisation Development & Innovation	IT & Commercialisation	JF3129	IT Admin Officer	Permanent - Full Time	Pre-Employment in Progress
Leisure and Community Wellbeing	Sports Services	JF3170	Receptionist - DIIB	Permanent - Part Time	Pre-Employment in Progress
Leisure and Community Wellbeing	Sports Services	JF3181	Senior Cashier	Permanent - Part Time	Pre-Employment in Progress

COMMITTEE REPORT – RECRUITMENT FEBRUARY 2023

Vacancies at Pre-employment Checks

Service	Unit	Ref	Job Title	Category	Status
Leisure and Community Wellbeing	Sports Services	JF3185	Recreation Assistant - DIIB (Various)	Permanent - Part Time	Pre-Employment in Progress
Organisation Development & Innovation	IT & Commercialisation	JF3203	IT Technician	Fixed Term - Full Time	Pre-Employment in Progress
Leisure and Community Wellbeing	Sports Services	JF3220	Leisure Assistant	1 x Permanent PT 3 x Casual	Pre-Employment in Progress
Leisure and Community Wellbeing	Sports Services	JF3221	Senior Leisure Assistant	3 x Casual	Pre-Employment in Progress

COMMITTEE REPORT – RECRUITMENT FEBRUARY 2023

Vacancies at Pre-employment Checks

Service	Unit	Ref	Job Title	Category	Status
Leisure and Community Wellbeing	Sports Services	JF3233	Health & Fitness Officer	2 x Casual	Pre-Employment in Progress
Leisure and Community Wellbeing	Sports Services	JF3230	Duty Officer - Activity Centres (Casual)	3 x Casual	Pre-Employment in Progress
Leisure and Community Wellbeing	Sports Services	JF3204	Health & Fitness Officer	4 x Permanent – FT (3) & PT (1) 2 x Casual	Pre-Employment in Progress
Leisure and Community Wellbeing	Sports Services	JF3206	Caravan Park Warden	Casual	Pre-Employment in Progress

COMMITTEE REPORT – RECRUITMENT FEBRUARY 2023***Vacancies at Pre-employment Checks***

Service	Unit	Ref	Job Title	Category	Status
Leisure and Community Wellbeing	Communities	JF3228	Community Centre Assistant	Fixed Term - Part Time	Pre-employment checks

COMMITTEE REPORT – RECRUITMENT FEBRUARY 2023

Vacancies at Awaiting final Paperwork / Firm Offers (issued / to be issued)

Service	Unit	Ref	Job Title	Category	Status
Environmental Services	Waste Management & Operations	JF3183	Cleansing Operative with driving duties	Permanent - Full Time	Firm Offer Issued
Regeneration & Growth	Economic Development	JF3187	Programmes Officer	Permanent - Full Time	Firm Offer Issued
Leisure and Community Wellbeing	Parks & Amenities	JF3192	Assistant Ranger	Permanent - Full Time	Firm Offer Issued
Leisure and Community Wellbeing	Sports Services	JF3212	Community Support Officer	Fixed Term - Full Time	Firm Offer Issued

COMMITTEE REPORT – RECRUITMENT FEBRUARY 2023

Vacancies at Awaiting final Paperwork / Firm Offers (issued / to be issued)

Service	Unit	Ref	Job Title	Category	Status
Leisure and Community Wellbeing	Sports Services	JF3165	Health & Fitness Officer	Casual	Terms & Conditions Returned
Regeneration & Growth	Economic Development	JF3124	Programmes Manager	Fixed Term - Full Time	Firm Offer Issued



Corporate Services Committee

Confidential

8th March 2023

Confidential Report from:

Director of Leisure & Community Wellbeing

Local Government Act (Northern Ireland) 2014

Schedule 6 - Access to Information: Exemption Information

(select from the list below reason why report is confidential and delete as appropriate)

3. Information relating to the financial or business affairs of any particular person (including the Council holding that information).

When will the report become unrestricted:

Specify when
report will
become available

Redacted
report
available

On completion of
Funding Process

Never

Item for Decision

TITLE: **Community Investment Fund Update – Ballymacash Sports Academy**

Background and Key Issues:

Background

1. In 2019 the Council consulted on Connect – Invest – Transform, a proposed Investment Plan of up to £250m across our Council area over 10 years. This plan followed the framework of the Community Plan and subsequent principles of Sustainable Development, Equality and Participation.

2. In May 2021, Council agreed to take forward one of the priority schemes proposed in the Investment Plan, namely the need for a capital Community Investment Fund. This fund would span across community, sporting and interest groups with a view to providing match funding towards new community facilities. This fund aims to modernise what we do and how we do it by strategically targeting investment along with key partners and those who share our vision.
3. Following assessment of Expressions of Interest received in May 2021 Ballymacash Sports Academy became our phase 1 pilot partner and officers commenced a process with the Academy to incept delivery.
4. In November 2021, Ballymacash Sports Academy was issued with a letter of offer 'in principle' for £250k against a project of circa £800k that aimed to develop a Community Hub with multi-use community rooms and training room, four changing rooms including two unisex officials' changing rooms, Cyro-Spa Facility, Community Gym and a Social Enterprise Internet Café.
5. An updated position was outlined to this committee in November 2022, whereby Members noted that Ballymacash Sports Academy had met all the pre requisites of a due diligence exercise. This included the provision of match funding evidence and production of a project delivery plan and community engagement plan. As a consequence, it was agreed that the Academy should be issued with a formal Letter of Offer to provide it with the necessary comfort to proceed to undertake the public procurement tender process and appoint a suitably qualified contractor to undertake the capital build. It should be noted that due to the outcome of the procurement exercise, the issue of the letter of offer is on hold.

Key Issues

6. The outcome of the procurement exercise resulted in four qualifying bids. The procurement exercise was overseen by the applicants Quantity Surveyor and whilst not part of the evaluation panel, the Head of Assets attended the two stage process in an observer capacity.
7. However the most economically advantageous bid, which was also the lowest bid, came in significantly over the pre tender estimate [REDACTED] [REDACTED]. In addition to the inflationary prices in the construction works sector, the need to attain modern building regulations standards had significantly increased the tendered price.

[REDACTED] Officers have been in contact with Ballymacash Sports Academy and have provided further advice in terms of attainment of the qualifying provisions of both council and other third party funding. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

10. Consequently the Academy is seeking costs from the qualifying bidders to understand how a phasing proposal would allow them to proceed on the following basis:
- Completion of Superstructure with fit out of the ground floor and shell structure only to first floor which would be completed in a later phase;
 - Attainment of all regulatory compliance;
 - A review and resubmission of the business case to the funders so as to understand the outcomes and financial sustainability are not compromised to an extent that would make the funding offers redundant.
11. In addition Ballymacash Sports Academy is pursuing two further funding streams from Community Ownership Levelling up Fund and IFA facilities fund.
12. Meanwhile the club is at pains to let its funders know that it has raised an additional £97k to date toward the project through its own internal fund raising efforts. In order to assist the financial sustainability of the club as well as ensure fund raising can continue, it plans to retain its existing social club facilities until the second phase is complete. This may require some minor amendments to infrastructure and the layout of the building
13. Lisburn South DEA Members have received a briefing in advance of this committee meeting.
14. Officers will continue to review the learning form the pilot and consider what proportionate additional alterations may be required to the council Community Investment Fund.

Recommendation:

It is recommended that the Committee consider and agrees to the proposal from Ballymacash Sports Academy to phase its development as outlined above subject to;

- Partner funders being in agreement;
- Phase 1 will not materially impact the business case outcomes of the financial sustainability of the scheme; and
- Regulatory compliance can be attained.

It is further recommended that if above proposals are agreed that a Letter of Offer is issued to Ballymacash Sports Academy reflecting the updated position.

Finance and Resource Implications:

There are no financial implications for the council.

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy?

Yes

If no, please provide explanation/rationale

If yes, what was the outcome?:

Option 1

Screen out
without mitigation

No

Option 2

Screen out with
mitigation

Yes

Option 3

Screen in for
a full EQIA

No

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

The Community Investment Fund was screened out with mitigation as albeit no negative impacts have been identified some mitigations should be considered to ensure all section 75 categories can potentially benefit equitably from the programme.

Insert link to completed Equality and Good Relations report:

2. Rural Needs Impact Assessment:

Has consideration been
given to Rural Needs?

Yes

Has a Rural Needs Impact
Assessment (RNIA) template been
completed?

Yes

If no, please give explanation/rationale for why it was not considered necessary:

The RNIA template identifies that whilst the Community Investment Fund will not impact on people in rural areas differently from people in rural areas, continued monitoring and evaluation will be in place to ensure there is equitable delivery of projects and programmes according to the need and demand identified in rural areas within each DEA.

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

No

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

[REDACTED]

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

No

If Yes, please insert date:

[REDACTED]



Corporate Services Committee

Confidential

8th March 2023

Confidential Report from:

Head of Assets

**Local Government Act (Northern Ireland) 2014
Schedule 6 - Access to Information: Exemption Information**

Information relating to the financial or business affairs of any particular person (including the Council holding that information).

When will the report become unrestricted:

Specify when
report will
become available

Redacted
report
available

Once new lease
has been signed

Never

Item for Decision

TITLE: Parks Accommodation and Equipment Husbandry New Lease at Unit 24 Altona Road

Background and Key Issues:

1. At the meeting of the Corporate Services Committee on 14th December 2022, Members approved in principle the leasing of Units 5 & 6, 24 Altona Road, as detailed within the Head of Parks & Amenities December report, as an interim measure to address an urgent accommodation need for Parks staff and equipment, pending a future long term Accommodation Strategy and Asset Management Plan.
2. At a subsequent meeting of the Corporate Services Committee held on 11 January 2023 a further update was brought in the absence of the final lease. The financial appraisal was presented to Members and approved, however the draft lease has only just been agreed

between the legal teams and whilst there was delegated authority made available, the amended timing provides for an opportunity for scrutiny and approval by the Committee.

3. The Council's Solicitors have reviewed the attached lease and this is presented for Committee approval ahead of signing and sealing at full Council (**see Appendices**).

Recommendation:

It is recommended that Members consider and approve the lease as attached, and this is taken forward for signing and sealing at Full Council.

Finance and Resource Implications:

Costs are included within the current draft of the estimates for 2023/2024.

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy?

If no, please provide explanation/rationale

Lease relates to use by Council Services operational services only

If yes, what was the outcome?:

Option 1	<input type="text"/>	Option 2	<input type="text"/>	Option 3	<input type="text"/>
Screen out without mitigation	Yes/No	Screen out with mitigation	Yes/No	Screen in for a full EQIA	Yes/No

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

Insert link to completed Equality and Good Relations report:

2. Rural Needs Impact Assessment:

Has consideration been given to Rural Needs?

No

Has a Rural Needs Impact Assessment (RNIA) template been completed?

No

If no, please give explanation/rationale for why it was not considered necessary:

Lease relates to Council operational services only

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

No

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

Appendix 1 - Lease for Unit 24 Altona Road
Appendix 2 – Lease Map for Unit 24 Altona Road

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

No

If Yes, please insert date:

DATED THIS

DAY OF

2023

[REDACTED]

[REDACTED] (1)

LISBURN AND CASTLEREAGH CITY COUNCIL (2)

LEASE

[REDACTED]

Being the part of the premises currently comprised in Folio [REDACTED] County

Down

[REDACTED]

THIS LEASE is made on

2023.

PARTIES

1. [REDACTED]
2. **LISBURN AND CASTLEREAGH CITY COUNCIL**, Civic Centre, Lagan Valley Island, Lisburn, Co Antrim, BT27 4RL (the **Tenant**).

THIS DEED PROVIDES:

1. Definitions and interpretation

1.1 Definitions

In this lease:

1996 Order means the Business Tenancies (NI) Order 1996.

Conduits means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, laser optical fibres, data or impulse transmission, communication or reception systems, channels, flues and all other conducting media including plant or fixtures and fittings and other ancillary apparatus that are in, on, over or under the Premises and which exclusively serve the Premises.

Contractual Term	means 10 years commencing on and including [the date hereof] subject always to an option to renew as detailed in Clause 8.9
Criminal Damage	any damage which would be compensatable pursuant to the Criminal Damage (Compensation) (Northern Ireland) Order 1977
Development	means development as defined by the Planning Act (NI) 2011.
Energy Performance Certificate	means an energy performance certificate as defined by the Energy Performance of Buildings (Certificates and Inspections) (Northern Ireland) Regulations 2008.
Environment	all or any of the following media, namely air (including the air within buildings and the air within other natural or man-made structures above or below ground), land and water (including surface water and groundwater) and any ecological systems or living organisms (including humans) supported by those media
Estate	means the entirety of the Landlord's property currently comprised in Folio [REDACTED] County Down as shown edged blue on the Plan.

Fire Safety Regulations means Fire & Rescue Services (Northern Ireland) Order 2006 and the Fire Safety Regulations (Northern Ireland) 2010.

First Rent Payment means the first payment of Rent being a proportionate sum in respect of the period from and including the Rent Commencement Date to and including the last day of the calendar month next after the Rent Commencement Date.

Guarantor Replacement

Event means, in the case of an individual, death, bankruptcy, having a receiving order made against him, having a deputy appointed under the Mental Health (Northern Ireland) Order 1996 or entering into a voluntary arrangement and, in the case of a company or limited liability partnership or other form of partnership, passing a resolution to wind up, entering into liquidation, a voluntary arrangement or administration or having a receiver appointed or, where appropriate, being struck off.

Grounds means any part of the Premises that is not built on.

Hazardous Substances any natural or artificial substance (whether solid, liquid or gas) which alone or in combination with any other substance is capable of causing harm to the Environment

or the health of any living organisms supported by the Environment

Industrial Covenants means the covenants set out in Schedule 3.

Insurance Rent means the gross sums that the Landlord from time to time pays:

- (a) by way of premium for insuring the Premises (including insuring for loss of rent) in accordance with his obligations contained in this lease;
- (b) by way of premium for insuring in such amount and on such terms as the Landlord acting reasonably considers appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter including or relating to the Premises; and
- (c) for insurance valuations made not more than once a year.

Insured Risks means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, terrorism, impact by vehicles and by aircraft and articles dropped from aircraft, flood damage and bursting and overflowing of water pipes and tanks and any other risks (whether or not of the same nature) that the Landlord reasonably decides to insure against from time to time subject to such excesses, exclusions or limitations as the insurers require.

Interest means interest payable during the period from the date on which a payment is due to the date of payment (both before and after any judgment) at the Interest Rate then prevailing.

Interest Rate means the rate of [REDACTED] a year above the base lending rate of Bank of England or such other bank as the Landlord may from time to time nominate in writing.

Latent Defect means any defect in the Premises or in anything installed in or on the Premises attributable to:

- (i) defective design;
- (ii) defective workmanship or materials;
- (iii) defective supervision of the construction of or the installation of anything in or on the Premises, or
- (iv) defective preparation of the site on which the Premises are constructed,

but does not include any defect that might reasonably be expected to have been apparent to an appropriate competent professional person on a visual inspection of the Premises carried out immediately before the grant of this lease or which was otherwise within the actual or constructive knowledge of the Tenant at the date of this Lease.

Lease Map the lease map attached hereto.

Lease Rents means the Rent, the Insurance Rent and the Service Charge.

Lease Replacement

Event means the disclaimer or forfeiture of this lease or the striking off of the Tenant from the register at Companies House.

Liability Period

means in the case of any guarantor required pursuant to clause 3.16.3, the period during which the relevant assignee is bound by the tenant covenants of this lease.

Losses

any losses, liabilities, actions, proceedings, claims, judgments, penalties, demands, damages, costs and expenses (including legal and other professional fees)

Machinery

means plant, equipment and machinery on the Premises.

Notice to Repair

means a notice given to the Tenant by the Landlord specifying the works (including, if appropriate, the removal of any unauthorised alterations) required to remedy any breach of the Tenant's obligations in this lease as to the state and condition or energy efficiency status of the Premises.

Parking Spaces

means the spaces coloured blue on Lease Map attached hereto and marked 1 to 11 inclusive.

Permitted Machinery means Machinery required for the Permitted Use that is inaudible outside the Premises and will not strain or damage any part of the Premises.

Permitted Use means storage and distribution with ancillary office and assembly areas that fall within Class B4 of the Planning (Use Classes) Order (Northern Ireland) 2015 and/or any use falling within Classes B2 and/or B3 and/or B4 of the Planning (Use Classes) Order (Northern Ireland 2015

Planning Act means the Planning Act (NI) 2011.

Premises means the land and building known as [REDACTED], Lisburn as shown edged red on the Plan together with the car park spaces shown coloured blue on the Plan being part of the Estate.

Rent means [REDACTED] a year exclusive of VAT and does not include the Insurance Rent.

Rent Commencement

Date means the date which is one month from the date of this lease

Rent Suspension

Event means an event that results in the Premises or any part of them being damaged or destroyed by any risk against which they are or should have been insured and/or Criminal Damage and or an Uninsured Risk so that the Premises or any part of them are unfit for occupation and use or inaccessible.

Rent Suspension

Period means the period from and including the date upon which a Rent Suspension Event occurs until the earlier of:

- (a) the date when the Premises (or the affected part) have been rebuilt or reinstated so as to be fit for occupation and use by the Tenant and accessible; or
- (b) the end of 24 months from the date upon which the Rent Suspension Event occurs.

Schedule of Condition means the Schedule of Condition at Appendix 1.

Term means the Contractual Term and any period of holding-over or extension or continuance of the Contractual Term by statute or common law.

Uninsured Risk means any risk which is not covered by any insurance effected by the Landlord pursuant to this Lease or Criminal Damage

Working Day means any day that is not a Saturday or a Sunday or a bank holiday in Northern Ireland.

VAT means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.2 Interpretation

1.2.1 The expression **Premises** includes:

- (a) all buildings, erections, structures and plant, equipment and fixtures on the Premises from time to time,
 - (b) all permitted additions and alterations to the Premises,
 - (c) the Conduits,
 - (d) wherever the circumstances of its use means it is suitable, any part or parts of the Premises
- but does not include the air space above and any fixtures installed by the Tenant or any predecessors in title that can be removed from the Premises without damaging the Premises.

- 1.2.2 The expression **the Landlord** includes the person or persons from time to time entitled to possession of the Premises when this lease comes to an end.
- 1.2.3 The expression **the Tenant** includes any person who is for the time being bound by the tenant covenants of this Lease.
- 1.2.4 The expression **the Guarantor** includes any person who enters into covenants with the Landlord pursuant to clause 3.16.
- 1.2.5 Unless expressly stated to the contrary, the expression **this lease** includes any document supplemental to or collateral with this document or entered into in accordance with this document.
- 1.2.6 References to **consent of the Landlord** or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and references to the need for anything to be **approved by the Landlord** or words to similar effect are references to the need for a prior written approval by or on behalf of the Landlord.
- 1.2.7 Any provisions in this lease referring to the consent or approval of the Landlord are to be construed as also requiring the consent or approval of any mortgagee of the Premises (provided however that no such consent shall be required for a floating charge given to a genuine lending institution but the tenant must notify the Landlord of any floating charge created) and any head landlord where that consent is required. Nothing in this lease is to be construed as imposing any obligation on a mortgagee or head landlord not to refuse any such consent or approval unreasonably.

- 1.2.8 References to **the last year of the Term** are references to the actual last year of the Term however it determines and references to the **end of the Term** are references to the end of the Term whenever and in whatever manner it determines.
- 1.2.9 References to **losses** are references to liabilities, awards of damages or compensation, penalties, charges, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.2.10 Where any party to this lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.
- 1.2.11 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.
- 1.2.12 The clause, paragraph and schedule headings do not form part of this lease and shall be ignored in its construction.
- 1.2.13 Any reference in this lease to a clause, paragraph or schedule without further designation is to be construed as a reference to the clause, paragraph or schedule of this lease so numbered.
- 1.2.14 General words introduced by the word **other** do not have a restrictive meaning even where preceded by words indicating a particular class of matters.
- 1.2.15 Any covenant by the Tenant or the Landlord not to do anything includes an obligation not to permit or suffer that thing to be done by another person.
- 1.2.16 Any covenant by the Tenant or the Tenant to do anything includes an obligation not to waive the obligation of another person to do that thing.
- 1.2.17 References to any right of the Landlord to have access to the Premises are to be construed as extending to any head landlord and any mortgagee of the Premises and to all persons authorised in writing by the Landlord and any head landlord or mortgagee including agents, professional advisers, contractors, workmen and others.
- 1.2.18 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment, consolidation or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.

2. Letting

The Landlord lets the Premises to the Tenant together with the rights detailed in Schedule 1 but excepting and reserving to the Landlord the rights specified in Schedule 2 for the Term at the Lease Rents subject to all covenants, easements, privileges restrictions, rights and stipulations of whatever nature affecting the Premises disclosed in the title provided.

3. The Tenant's covenants

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 3.

3.1 The Tenant must pay the Lease Rents in the following manner:

3.1.1 the Rent must be paid by equal quarterly payments in advance (by electronic transfer provided that the Tenant shall not be required to pay the Rent by direct debit) on the usual quarter days (being 1 January, 1 April, 1 July and 1 October) in every year and proportionately for any period of less than a year, the First Rent Payment to be paid on the Rent Commencement Date; and

3.1.2 the Insurance Rent must be paid as rent within 14 days of demand in accordance with clause 5.4.1 and

3.1.3 the Service Charge in accordance with Schedule 3.

3.2 The Tenant must not exercise or seek to exercise any legal or equitable right or claim to withhold or to make any deduction or set off in relation to the Rents due under this lease unless required to do so by law.

3.3 The Tenant must pay the Lease Rents and other payments due under this lease by electronic transfer from a United Kingdom bank account to such United Kingdom bank account that is from time to time nominated by the Landlord and notified to the Tenant.

3.4 The Tenant must pay within 14 days of demand and must indemnify the Landlord against:

3.4.1 (for any period from and including the date of this lease) all rates, taxes, assessments, duties, charges, financial impositions and other outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Premises or on the owner or occupier of them, excluding any payable by the Landlord occasioned by receipt of the Lease Rents or by any disposition of or dealing with this lease or ownership of any interest reversionary to the interest created by it;

- 3.4.2 all VAT that may from time to time be charged on the Lease Rents or other sums payable by the Tenant under this lease subject always to the receipt by the Tenant of a valid VAT invoice; and
 - 3.4.3 all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which he is required to indemnify the Landlord under the terms of this lease, except where that VAT is recoverable or available for set-off by the Landlord as input tax and subject always to the provision to the Tenant of a valid VAT invoice.
- 3.5 Where the use of any of the Conduits or any boundary structures or other things is common to the Premises and other property, the Tenant must be responsible for, and indemnify the Landlord against, all sums due from the owner, tenant or occupier of the Premises in relation to those Conduits, boundary structures or other things and must undertake all work in relation to them that is his responsibility.
- 3.6 The Tenant must:
- 3.6.1 keep the Premises and any Landlord's fixtures and fittings (that exclusive serve the Premises) thereat in no worse state of repair and decoration than as evidenced by the Schedule of Condition and reinstate the Premises to the condition that exists at the date of this lease as evidenced by the Schedule of Condition PROVIDED ALWAYS that the Tenant shall not be required to remove any part of the previous occupier's fit out which was in situ at the date hereof as evidenced by the Schedule of Condition.
 - 3.6.3 keep the Premises clean and tidy and clear of all rubbish—this obligation includes but is not restricted to cleaning both sides of all windows in the Premises as is reasonably necessary;
 - 3.6.4 keep the Grounds adequately surfaced, and free from weeds;
- 3.7 The Tenant's obligations under clause 3.6;
- 3.7.1 do not apply to damage caused by an Uninsured Risk, Latent Defects or damage or destruction caused by one or more of the Insured Risks or Criminal Damage except to the extent that any insurance or compensation money is irrecoverable due to any deliberate act or omission of the Tenant or anyone at the Premises with his authority and under his control;
 - 3.7.2 do not require the Tenant to put the Premises in any better state or condition than evidenced by the Schedule of Condition.

3.7.3 do not apply to any environmental pollution or contamination (including the removal or management of asbestos) in under or upon the Demised Premises (save where caused by the act neglect or default of the Tenant);

in which event the obligation to carry out such works, alterations or additions as the case may be shall be the responsibility of the Landlord who shall as soon as is reasonably practicable at its expense carry out such works.

3.8 The Tenant:

3.8.1 must not make any additions or alterations or carry out any other works to the Premises except to the extent permitted by the provisions of this clause 3.8

3.8.2 must not carry out any works (other than non-structural internal alterations for which Landlord's consent shall not be required conditional upon the Tenant giving to the Landlord details of the works to be done) to the Premises unless the Tenant first:

- (a) obtains and complies with the necessary consents of the competent authorities and pays their charges for them;
- (b) makes an application to the Landlord for consent, supported by drawings and where appropriate a specification in duplicate prepared by an architect, or a member of some other appropriate profession, who must supervise the work throughout to completion;
- (c) pays the reasonable and proper fees of the Landlord, any head landlord, any mortgagee and their respective professional advisers;
- (d) enters into any covenants the Landlord reasonably requires as to the execution and reinstatement of the works provided
- (e) obtains the consent of the Landlord, whose consent may not be unreasonably withheld or delayed.

3.9 The Tenant must not make any connection with the Conduits except in accordance with plans and specifications approved by the Landlord such approval not to be unreasonably withheld or delayed.

3.10 The Tenant must not erect any pole or mast or other apparatus on the Premises relating to electronic, wireless or mobile communications in accordance with the terms of this lease.

- 3.11 The Tenant must not, without the consent of the Landlord such consent not to be unreasonably withheld or delayed, fix to or exhibit on the outside of the Premises or fix to or exhibit through any window of the Premises or otherwise display anywhere on the Premises so as to be visible from the outside any placard, sign, notice, fascia board or advertisement provided however that such consent is not required for the Tenant's usual trade signage and/or any signs or notices required by law.
- 3.12 Subject to any Landlord obligation in this Lease, the Tenant must:
- 3.12.1 comply in all respects with the requirements of and carry out all works and provide and maintain all arrangements on or in respect of the Premises or the use to which they are being put under any statutes and any other obligations imposed by law or by any byelaws from time to time applicable to the Premises or the trade or business for the time being carried on there regardless of whether the requirements or obligations are imposed on the owner, the occupier or any other person;
- 3.12.2 not do in, on or near the Premises anything by reason of which the Landlord may incur any losses under any statute or obligation imposed by law or bye-law.
- 3.13 The Tenant must:
- 3.13.1 not obtain or take steps to obtain an Energy Performance Certificate for the Premises unless required to do so by the Energy Performance of Buildings (Certificates and Inspections) (Northern Ireland) Regulations 2008;
- 3.13.2 provide all reasonable assistance (at the Landlord's cost) to enable the Landlord to obtain Energy Performance Certificates for the Premises from time to time.
- 3.14 Subject to clause 4.6 (Entry Safeguards) the Tenant must:
- 3.14.1 allow the Landlord upon not less than 36 hours prior written notice to:
- (a) enter the Premises to ascertain whether or not the covenants and conditions of this lease have been observed and performed; and
 - (b) open up floors and other parts of the Premises (including the soil, subsoil and substratum) where that is necessary in order to do so provided that any opening-up must be made good by and at the cost of the Landlord if it reveals no breach of the terms of this lease; and

- 3.14.2 carry out the works specified in any Notice to Repair as soon as reasonably practicable including making good any opening up that revealed a breach of the terms of this lease; and
 - 3.14.3 if within 8 weeks of the service of a Notice to Repair the Tenant has not started to execute the work referred to in that Notice to Repair (or is not proceeding diligently with it) permit the Landlord to enter the Premises to implement the outstanding work and within 21 days of a written demand pay to the Landlord as a debt the reasonable and properly incurred cost of so doing and all associated reasonable and properly incurred expenses by the Landlord including reasonable and proper legal costs and surveyor's fees.
- 3.15 The Tenant must not:
- 3.15.1 hold the Premises on trust for another;
 - 3.15.2 part with or share possession of the Premises or any part of the Premises or permit another to occupy them or any part of them except under a transaction permitted by and carried out in accordance with the provisions of this clause 3.15;
 - 3.15.3 subject to clause 3.16, assign the whole of the Premises without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed;
 - 3.15.4 charge the whole of the Premises without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed;
 - 3.15.5 underlet the whole of the Premises without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed and except in accordance with clause 3.17.
- 3.16 For the purposes of this Lease:
- 3.16.1 the Landlord may refuse consent to assign if any sum due from the Tenant under this lease remains unpaid;
 - 3.16.2 the Landlord may refuse consent to assign if, in the Landlord's reasonable opinion, the assignee is not a person who is likely to be able to comply with the tenant covenants of this lease and to continue to be able to comply with them following the assignment;
 - 3.16.3 any consent to assign, if reasonably so required by the Landlord, may be subject to a condition that a guarantor approved by the Landlord enters into direct covenants with the Landlord to the same effect as the guarantor's covenants in clause 6.

- 3.17.1 The Tenant must not underlet the whole of the Property without first obtaining from the undertenant a covenant by the undertenant with the Landlord to comply:
- (a) with the terms of this Lease on the part of the Tenant other than as to the payment of the Rent or other sums reserved as rent by this Lease; and
 - (b) with the obligations on the undertenant in the underlease throughout the term of the underlease.
- 3.17.2 Any underlease must be granted at a rent which is not less than the then full open market rental value of the Property and without a fine or premium.
- 3.17.3 Any underlease must contain an obligation on the undertenant not to deal with or dispose of its interest in the underlease, or part with possession of the whole or part of that interest or permit any other person to occupy the Property except by way of an assignment of the whole of its interest in the Property, which may only be made with the Landlord's consent..
- 3.18 Within 14 days of any assignment, charge, or any transfer or grant of an interest relating to the Premises, the Tenant must produce a certified copy of any relevant document for registration with the Landlord.
- 3.19 not used
- 3.20 The Tenant must not:
- 3.20.1 use the Premises other than for the Permitted Use;
 - 3.20.2 use the Premises for any auction sale, any dangerous, noxious trade, business, manufacture or occupation or any illegal act or purpose;
 - 3.20.3 use the Premises as sleeping accommodation or for residential purposes or keep any animal, bird or reptile on them; or
 - 3.20.4 do anything on the Premises or allow anything to remain on them that may be or become or cause an actionable nuisance, injury or damage to the Landlord or his tenants or the owners or occupiers of adjacent or neighbouring premises.

- 3.21 The Tenant must pay within 21 days of demand to the Landlord on an indemnity basis all reasonable and proper costs, fees, charges, disbursements and expenses including those payable to counsel, solicitors, surveyors and enforcement agents properly and reasonably incurred by the Landlord in relation to:
- 3.21.1 every application made by the Tenant for a consent or licence required by the provisions of this lease, whether the application is granted, refused or offered subject to any qualification or condition or the application is withdrawn unless the refusal, qualification or condition is unlawful either because it is unreasonable or otherwise;
 - 3.21.2 the preparation and service of a notice under the Conveyancing and Law of Property Act 1881 Section 14;
 - 3.21.3 the recovery or attempted recovery of arrears of rent or other sums due under this lease; and
 - 3.21.4 any other steps taken in direct connection with the enforcement of the covenants on the part of the Tenant contained in this lease whether during or within 3 months after the end of the Term including the preparation, service and negotiation of schedules of dilapidations.
- 3.22 The Tenant must:
- 3.22.1 observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use and must indemnify the Landlord and keep him indemnified, both during the Term and following the end of it, against all losses in respect of any contravention of the Planning Acts;
 - 3.22.2 not make any application for planning permission without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed;
 - 3.22.3 at his expense obtain any planning permissions and serve any notices that may be required to carry out any Development on or at the Premises;
 - 3.22.4 pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any Development on or at the Premises;
 - 3.22.5 not, despite any consent that may be granted by the Landlord under this lease, carry out any Development on or at the Premises until all necessary notices under the Planning Acts have been served and copies produced to the Landlord, all necessary

permissions under the Planning Acts have been obtained and produced to the Landlord;

- 3.22.6 where a condition of any planning permission granted for Development begun before the end of the Term requires works to be carried out to the Premises by a date after the end of the Term (unless the Landlord directs otherwise), finish those works before the end of the Term; and
- 3.23 If so requested, the Tenant must produce to the Landlord:
 - 3.23.1 any plans, documents and other evidence the Landlord reasonably requires to satisfy himself that the provisions of this lease have been complied with; and
 - 3.23.2 any information reasonably requested in relation to any pending or intended step under the 1996 Order.
- 3.25 At any time during the last 6 months of the Contractual Term and at any time thereafter, save where the Tenant is taking steps to renew this tenancy pursuant to the 1996 Order the Tenant must permit:
 - 3.25.1 the Landlord to place on the Premises a notice of reasonable dimensions and positioning advertising the Premises for reletting; and
 - 3.25.2 viewing of the Premises by prospective tenants who are accompanied by or have the prior written authority of the Landlord or his agents at reasonable times of the day upon not less than 36 hours prior written notice.
- 3.26 At any time during the Term, the Tenant must permit viewing of the Premises at reasonable times of the day upon not less than 36 hours prior written notice by prospective purchasers of the Landlord's interest in the Premises or of any other interest superior to the Term who are accompanied by or have the prior written authority of the Landlord or his agents.
- 3.27 The Tenant must not permit any easements or other rights to be acquired in relation to the Premises and if any encroachment is made or any other action is taken or in either case attempted by a third party that may result in the acquisition of an easement or other right the Tenant must:
 - 3.27.1 notify the Landlord in writing as soon as is reasonably practicable; and
 - 3.27.2 take such action as the Landlord reasonably requires to prevent that acquisition subject to the Landlord being responsible for the Tenant's costs in doing so.
- 3.28 By the end of the Term Tenant must have removed:

- 3.28.1 all tenant's and trade fixtures and fittings and all signs installed at the Premises and
- 3.28.2 if so requested by the Landlord at least 2 months beforehand all additions, alterations or other works permitted by clause 3.8, in each instance having made good any damage caused by the removal and restored the Premises to the condition they were in prior to the installation of the items or implementation of the works concerned.
- 3.29 At the end of the Term the Tenant must:
 - 3.29.1 give back the Premises to the Landlord with vacant possession (except to the extent that any permitted undertenant has the right to statutory continuation of its underlease pursuant to the 1996 Order) and hand over to the Landlord all keys and security devices or access codes relating to the Premises;
 - 3.29.2 give back the Premises to the Landlord decorated and repaired in accordance with and in the condition required by the provisions of this lease; and
 - 3.29.3 hand over to the Landlord all statutory registers or records maintained by the Tenant in relation to the Premises including in particular (but without restriction) any health and safety files or Energy Performance Certificate.
- 3.30 If, after the Tenant has vacated the Premises at the end of the Term, any property of his remains in or on the Premises and he fails to remove it within 21 days after a written request from the Landlord to do so (or, if the Landlord is unable to make such a request to the Tenant, within 10 days from the first attempt to make it, then:
 - 3.30.1 the Landlord may, as the agent of the Tenant, sell that property, paying the net sale proceeds after deduction of associated costs to the Tenant;
 - 3.30.2 if, having made reasonable efforts to do so, the Landlord is unable to locate the Tenant, then the Landlord may retain the net proceeds of sale absolutely unless the Tenant claims them within 3 months of the date upon which the Tenant vacated the Premises;
- 3.31 The Tenant must pay Interest on any of the Lease Rents or other sums due under this lease that are not paid within 21 days of the date on which they become due. Nothing in this clause entitles the Tenant to withhold or delay any payment of the Lease Rents or any other sum due under this lease or affects the rights of the Landlord in relation to any non-payment.
- 3.32 The Tenant must give notice in writing as soon as is reasonably practicable to the Landlord of:

- 3.32.1 any notice, claim, direction, order or proposal relating to the Premises received by the Tenant or of which the Tenant becomes aware;
- 3.32.2 any defect or disrepair in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this lease or any duty of care imposed on the Landlord whether under statute or otherwise.
- 3.33 The Tenant must ensure that at all times the Landlord has written notice of the name, home address and home and mobile telephone numbers of at least two people who hold keys and security devices or access codes to the Premises who can be contacted in the event of an emergency for the purposes of obtaining access.
- 3.34 The Tenant must observe and perform the Industrial Covenants.
- 3.35 The Tenant must permit the Landlord to exercise any of the rights granted to him by virtue of the provisions of this lease at all times during the Term without interruption or interference.
- 3.36 The provisions of Schedule 3 – Service Charge shall apply to this Lease.

4. The Landlord's covenants

- 4.1 The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.
- 4.2 The Landlord will not erect any signage which identifies the Tenant on any part of the Estate without the consent of the Tenant.
- 4.4 Subject to the Tenant paying the Service Charge, the Landlord shall perform and provide the Services provided that the Landlord shall not be liable to the Tenant in respect of any interruption in any of the Services by reason of repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by an Insured Risk, Criminal Damage, Act of God or other cause beyond the Landlord's control

including Covid 19 or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or shortage of fuel materials water or labour.

4.5 Repayment of Rent

4.5.1 The Landlord must refund any Rent and any other sum paid in advance by the Tenant to the Landlord in relation to the period falling after any termination date of this lease within 10 Working Days after that termination date.

4.5.2 Clause 4.5.1 will not apply if the Landlord ends this Lease under clause 7 (forfeiture) or if this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.

4.6 Entry Safeguards

The Landlord must, when entering the Premises to exercise any Landlord's rights:

4.6.1 give the Tenant at least 36 hours prior notice (except in the case of emergency, when the Landlord must give as much notice as may be reasonably practicable);

4.6.2 observe the Tenant's requirements (but where that includes being accompanied by the Tenant's representative the Tenant must make that representative available);

4.6.3 observe any specific conditions to the Landlord's entry set out in this Lease;

4.6.4 cause as little interference to the Tenant's business as reasonably practicable;

4.6.5 cause as little physical damage as reasonably practicable;

4.6.6 repair any physical damage that the Landlord causes as soon as reasonably practicable;

4.6.7 where entering to carry out works, obtain the Tenant's approval to the location, method of working and any other material matters relating to the preparation for, and execution of, the works;

4.6.8 remain upon the Premises for no longer than is reasonably necessary; and

4.6.9 where reasonably practicable, exercise any rights outside the normal business hours of the Premises.

4.7 Inherent Defects

4.7.1 Where an Inherent Defect becomes apparent during the Term then the Landlord covenants to as soon as is reasonably practical after written notice from the Tenant to make good the Defect and any proven damage caused by the Inherent Defect to the Premises, and the Tenant's fit out, fixtures, fittings, stock or chattels.

4.7.2 If the Inherent Defect or any remedial works necessary to make good the Inherent Defect renders the Premises or any part of them unfit for beneficial occupation and use or incapable of reasonable access (either for clients, customers or servicing) then the Rent, the Service Charge and all other sums payable under this Lease or a fair proportion according to the nature and extent of the damage in question shall be suspended (without prejudice to any existing arrears which shall continue to be due) until the date on which the Premises is again fit for occupation and use and the Landlord shall not seek to recover any costs incurred pursuant to this clause from the Tenant whether pursuant to the service charge provisions in this Lease or otherwise.

4.8 Designation of Common Parts and use of rights

4.8.1 The common parts designated by the Landlord for the Tenant's use in this

Lease must include those common parts that are reasonably and properly required for the use and enjoyment of the Premises for their intended use.

4.8.2 If the Landlord does not designate specific common parts for the Tenant's use, the Tenant will be entitled to use all common parts required for the reasonable and proper enjoyment of the Premises for their intended use but the Tenant will not have the right to use any common parts used solely by the Landlord for the provision of the Services.

5. Insurance

5.1 The Landlord covenants with the Tenant:

5.1.1 to insure the Premises.

5.1.2 the insurance referred in clause 5.1.1 must be taken out with such substantial and reputable insurers and through such agency as the Landlord from time to time decides.

5.1.3 the insurance referred in clause 5.1.1 must be taken out for:

- (a) the sum that the Landlord is from time to time advised is the full cost of rebuilding and reinstating the Premises, including irrecoverable VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Premises, the cost of preparation of the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute and incidental expenses; and
- (b) loss of the Rent for 2 years from the date of the damage or destruction concerned or such longer period as the Landlord from time to time reasonably requires for planning and carrying out rebuilding or reinstatement.

5.1.4 insurance must be taken out against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged with reputable insurers for properties such as the Premises subject to such excesses, exclusions or limitations as the insurers require.

- 5.1.5 if and whenever the Premises are damaged or destroyed by one or more of the Insured Risks and or Criminal Damage the Landlord must:
- (a) use reasonable endeavours to obtain the planning permissions or other permits and consents that are required under the Planning Acts or otherwise to enable him to reinstate the Premises; and
 - (b) subject to those permissions or other permits and consents being obtained, to reinstate the Premises although the form of the reinstatement need not be identical as long as it is comparable in terms of nature, facilities, energy efficiency and quality and equally suitable for the Tenant's requirements and provided that any alterations to the existing Premises are notified to the Tenant in advance and the Landlord has due regard to any representations raised by the Tenant in regard to same.
- 5.1.6 to produce to the Tenant on written request a copy of the policy and the last premium renewal receipt and notify the Tenant of any material change in the terms of cover from time to time.
- 5.1.7 to ensure that the interest of the Tenant is noted or endorsed on the policy either specifically or generally.
- 5.1.8 to ensure that all premiums paid for the aforementioned insurances are at a competitive market rate
- 5.2 The Landlord's obligations under clause 5.1 do not apply to:
- 5.2.1 tenant's fixtures or to other items at the Premises belonging to the Tenant (for which the Tenant must arrange his own insurance);
 - 5.2.2 the extent that insurance cannot be obtained or the insurers refuse to pay out insurance money because of any deliberate act or omission of the Tenant or by anyone at the Premises with his authority and under his control.
- 5.3 The Tenant covenants with the Landlord:
- 5.3.1 to pay to the Landlord within 21 days of demand from time to time as required:
 - (a) the Insurance Rent in whole or in part;
 - (b) any reasonable excess or deductible incurred by the Landlord on reinstatement of the Premises following damage or destruction by an Insured Risk; and

- (c) any amount that the insurers refuse to pay out because of any deliberate act or omission of the Tenant or by anyone at the Premises with his authority and under his control;
- 5.3.2 to comply with all the requirements and recommendations of the insurers notified to the Tenant in writing;
- 5.3.3 not to knowingly do or omit anything that could invalidate any insurance policy relating to the Premises subject always to the Tenant having been provided with any terms and conditions of the said insurance policy in writing;
- 5.3.4 not to knowingly do or omit anything by which additional insurance premiums may become payable in relation to the Premises unless the Tenant has previously notified the Landlord and has agreed to pay the increased premium;
- 5.3.5 to give notice to the Landlord as soon as reasonably practicable of any event of which the Tenant becomes aware that might affect any insurance policy relating to the Premises;
- 5.3.6 to give notice to the Landlord as soon as reasonably practicable of any damage or destruction to the Premises resulting from an Insured Risk; and
- 5.3.7 to give notice to the Landlord as soon as reasonably practicable of any conviction, judgment or finding of any court or tribunal relating to the Tenant (or any director other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer to grant or to continue any insurance of any of the Insured Risks; and
- 5.3.8 to maintain insurance in a sufficient sum with a reputable insurance company against liability to third parties arising out of or in connection with any matter including or relating to the Premises; and
- 5.3.9 if at any time the Tenant is entitled to the benefit of any insurance of the Premises that is not taken out or maintained in pursuance of any obligation contained in this lease, to apply all money received by virtue of that insurance in making good the loss, damage or destruction in respect of which the money is received.

- 5.4 If a Rent Suspension Event occurs, payment of the Lease Rents (or a fair proportion of them according to the nature and the extent of the damage or destruction sustained) is to cease to be payable for the Rent Suspension Period.
- 5.4 If clause 5.4 applies:
- 5.5.1 the Landlord must as soon as reasonably practicable refund to the Tenant any Lease Rents (or, as the case may be, a fair proportion of any Rents) paid in advance relating to the Rent Suspension Period; and
- 5.5.2 once the Rent Suspension Period expires, the Tenant must pay to the Landlord on demand a proportionate sum of the Lease Rents in respect of the period from and including the date upon which the Lease Rents become payable again to and including the last day of the calendar month next after that date.
- 5.6 The provisions of clauses 5.4 and 5.5 shall not apply in the case of damage or destruction caused by an Insured Risk to the extent any insurance money is irrecoverable because of any deliberate act or omission of the Tenant or by anyone at the Premises with his authority and under his control unless the Tenant has complied with clause 5.3.1(c).
- 5.7 Any dispute as to the proportion of the Lease Rents suspended or the period of the suspension under clause 5.4 is to be determined in accordance with the Arbitration Act 1996 by an arbitrator to be appointed by agreement between the Landlord and the Tenant or in default by the President or other proper officer for the time being of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant.
- 5.8 In the event of any damage or destruction to the Premises that prevents occupation and use of the whole or substantially the whole of the Premises, if clause 5.4 has applied and any time after 22 months has expired from the beginning of the Rent Suspension Period the Premises have not been sufficiently reinstated so as to be fit for the Tenant's occupation and use and accessible the Tenant may, at any time thereafter but before any reinstatement is completed, serve notice on the other terminating this lease with immediate effect.
- 5.9 In the case of damage by an Uninsured Risk which renders the Premises unfit for use or inaccessible then the Landlord has 12 months from the date of damage to decide whether or not it intends to reinstate the Premises and if it notifies the Tenant in writing that it intends to such damage shall be treated as damage by an Insured Risk for the purposes of this lease provided that if no such notice is served within such period or the Landlord notifies the Tenant

within such period that it does not intend to reinstate the damage then the Tenant can determine the Lease at any time by notice in writing to the Landlord

5.11 If the lease is terminated under clause 5.8 or 5.9 then:

5.11.1 the Term shall cease absolutely but this will not affect the rights and remedies of any party for any prior breach of the provisions of this lease;

5.11.2 the Tenant must give vacant possession of the Premises to the Landlord; and

5.11.3 all money received in respect of the insurance taken out by the Landlord under this lease is to belong to the Landlord absolutely.

6. Guarantee provisions

6.1 The Guarantor covenants with the Landlord not merely as a surety but as sole or principal debtor or covenantor that:

6.1.1 the Tenant will at all times during the Liability Period pay the Lease Rents and all other sums the Tenant is obliged to pay under this lease at the respective times and in the manner appointed by this lease and perform and observe the covenants on the part of the Tenant contained in this lease;

6.1.2 in the event of default by the Tenant in complying with the matters referred to in clause 6.1.1, the Guarantor must pay the Lease Rents and all other sums the Tenant is obliged to pay under this lease and perform and observe the covenants on the part of the Tenant contained in this lease and make good to the Landlord on demand and indemnify the Landlord against all losses and any other liability, loss, cost or expense resulting from that default;

6.1.3 not to exercise any rights as guarantor in competition with or in priority to any claims of the Landlord in relation to the Tenant's obligations under this lease.

6.2 The Guarantor further covenants with the Landlord:

6.2.1 that if, at any time during the Liability Period a Lease Replacement Event occurs, the Guarantor must, if so required by notice served by the Landlord within 10 days of the Landlord's becoming aware of the Lease Replacement Event, accept from the Landlord forthwith the grant of a new lease of the Premises:

- (a) for a term commencing on the date of the Lease Replacement Event and ending on the date when this lease would have terminated if the Lease Replacement Event had not occurred;
 - (b) at the Rent then payable under this lease; and
 - (c) otherwise subject to the same covenants and terms as in this lease.
- 6.2.2 to pay the Landlord's costs incurred in relation to the grant of any new lease under clause 6.2.1 and VAT charged on those costs except where that VAT is recoverable or available for set-off by the Landlord as input tax.
- 6.2.3 that if a Lease Replacement Event occurs and the Landlord does not require the Guarantor to accept a new lease of the Premises in accordance with clause 6.2.1, the Guarantor must pay to the Landlord on demand an amount equal to the difference between any money received by the Landlord for the use or occupation of the Premises and the Lease Rents in both cases for the period commencing with the Lease Replacement Event and ending on whichever is the earlier of:
 - (a) the date 9 months after the Lease Replacement Event;
 - (b) the date, if any, upon which the Premises are relet; and
 - (c) the date when this lease would have terminated if the Lease Replacement Event had not occurred.
- 6.3 The Guarantor's liability under clauses 6.1 and 6.2 will not be released or in any way affected by:
 - 6.3.1 the Landlord's failure or delay in enforcing or refusal to accept payment of the Rent and other sums due from the Tenant under this lease as and when they become due or the Landlord's failure or delay in enforcing performance or observance by the Tenant of the covenants on the part of the tenant contained in this Lease or the grant of any other concession by the Landlord to the Tenant;
 - 6.3.2 any immaterial alteration of the terms of this lease that does not adversely affect the Guarantor;
 - 6.3.3 any surrender of part of the Premises (in which case the Guarantor's liability is to continue in relation to that part of the Premises which has not been surrendered only);
 - 6.3.4 any right of set off or deduction to which the Tenant or the Guarantor may be entitled;

- 6.3.5 any proposal for or entry into a voluntary or other form of arrangement by the Tenant that modifies or seeks to modify the Guarantor's obligations under this clause 6; and
- 6.3.6 anything else (other than a release by deed) by which the Guarantor's obligations would be released or modified.

7. Forfeiture

- 7.1 If any of the events set out in clause 7.2 happen, the Landlord may at any time re-enter the Premises or any part of them and this lease will then immediately end but without affecting the rights or remedies of any party in relation to breaches of the covenants or other terms of this lease that have already occurred.
- 7.2 The events referred to in clause 7.1 are:
 - 7.2.1 any of the Lease Rents being outstanding for 21 days after becoming due, whether formally demanded or not in respect of the Rent and subject to having been formally demanded in the case of the other Lease Rents;
 - 7.2.2 the Tenant materially breaching any material covenant or other term of this lease;
 - 7.2.3 the Tenant being an individual, becoming subject to a bankruptcy order or having an interim receiver appointed to his property;
 - 7.2.4 the, being a company or limited liability partnership or other form of partnership, entering into liquidation but not if the liquidation is for amalgamation or reconstruction of a solvent entity or entering into administration or having a receiver appointed over all or any part of its assets or, where appropriate, being struck off the register;
 - 7.2.5 the Tenant entering into or making a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of his creditors; or
 - 7.2.6 the Tenant becoming subject to any procedure for the taking of control of his goods by another.
- 7.3 Where the Tenant is more than one person, clause 7.2 applies if and whenever any of the events referred to happens to any one or more of them.

8. General

- 8.1 The only rights granted to the Tenant are those expressly set out in this lease and the Tenant is not to be entitled to any other rights.
- 8.2 Each term of this lease on the part of the Tenant is to remain in full force both at law and in equity even if the Landlord waives or releases that term on any occasion.
- 8.3 If any term of this lease is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this lease and the enforceability of the remainder of this lease shall not be affected.
- 8.4 Nothing in this lease or in any consent or approval granted by the Landlord under this lease is to imply or warrant that the Premises may lawfully be used under the Planning Acts for the Permitted Use.
- 8.5 The Landlord and the Tenant agree that this lease shall be exclusively governed by and interpreted in accordance with the laws of Northern Ireland and to submit to the exclusive jurisdiction of the Courts of Northern Ireland.
- 8.6 This lease shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this lease by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 8.7 A notice under this lease must be in writing and, unless the receiving party or his authorised agent acknowledges receipt, is valid if, and only if:
- 8.7.1 it is delivered to or left at the recipient's registered address or sent by special delivery post and
 - 8.7.2 it is served, where the receiving party is a company or limited liability partnership or limited partnership registered in the United Kingdom, at the registered office or principal place of business as appropriate or, where the receiving party is not such an entity:
 - (a) in the case of the Landlord and/or the Tenant, at the address shown in this lease or at any address specified in a notice given by either party to the other from time to time;
and if the receiving party consists of more than one person, a notice to one of them is notice to all.
- 8.8 For the purposes of clause 8.7 a notice:

8.8.1 delivered or left at the recipient's address is to be treated as served at the time it is delivered or left and

8.8.2 sent by special delivery post is to be treated as served on the third Working Day after posting

in each instance on whatever date and whether or not it is actually received.

8.9 **Option to Determine**

Subject to the Tenant having paid the Rent under this Lease the Tenant shall have the option to determine this Lease on the fifth anniversary of the date of commencement of the Term on giving at least 6 months prior written notice to the Landlord (time to be of the essence) and on the said anniversary and upon exercise of this option to determine this lease shall absolutely cease and determine without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any breach of covenant or other term of this lease.

EXECUTED AS A DEED by the parties as set out below:

EXECUTED as a DEED by

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

in the presence of:

EXECUTED as a DEED UNDER SEAL by

LISBURN AND CASTLEREAGH CITY COUNCIL

Acting by one director in the presence of:

Schedule 1
Rights Granted

1. The right for the Tenant and all persons expressly or by implication authorised by the Tenant to use any common parts and joint facilities of the Estate (including all roadways and accessways) for all proper purposes in connection with the use and enjoyment of the Premises.
2. The right to free passage and running of water, sewage, gas, electricity, telephone and other services or supplies to and from the Premises presently laid in on under or over other parts of the Estate together with the right to enter other parts of the Estate to make connections to such services and to inspect and repair such connections
3. The right of support and protection for the benefit of the Premises as is now enjoyed from all other parts of the Estate
4. To the extent that the Landlord can grant same, the right for the Tenant and all persons expressly or by implication authorised by the Tenant to enter upon other parts of the Estate to carry out works to the Premises where such works would otherwise not be possible or may be possible but rendered materially more expensive than they would otherwise be if this right was available.
5. The exclusive right to use the Parking Spaces¹.
6. If the relevant work cannot otherwise be reasonably carried out, to enter the common parts to comply with the Tenant's obligations in this Lease.

Schedule 2
The rights excepted and reserved

The following rights are excepted and reserved to the Landlord:

1. Subject to complying with clause 4.6 (Entry Safeguards) the right to enter (or in emergency to break into and enter) the Premises at any time during the Term upon not less than 36 hours

¹ Are these shown on the lease plan?

prior written notice when the purposes is to inspect and not less than 48 hours prior written notice when the purposes is to carry out works to:

- 1.1. inspect and measure the Premises;
- 1.2. carry out insurance valuations (not more than once in any year);
- 1.3. prepare Energy Performance Certificates;
- 1.4. take inventories of fixtures and other items to be handed back at the end of the Term;
and
- 1.5. exercise any of the rights granted or reserved to the Landlord elsewhere in this lease

Provided However that in exercising any of the rights of entry to the Premises granted by this Lease:

- (i) the Landlord shall cause as little damage disturbance annoyance and inconvenience as reasonably possible to the Tenant and any sub-tenant or other lawful occupier and the use by the Tenant and/or any sub-tenant or other lawful occupier of the premises and shall constantly seek to minimise the same;
 - (ii) where the exercise of the right does not reveal any breach by the Tenant, the Landlord shall make good any damage caused by exercise of such rights as soon as reasonably possible;
 - (iii) if as a consequence the Tenant shall be unable to use the Premises or any part thereof for the purpose of its business therefrom a fair proportion of the Lease Rents shall cease to be payable from and including the date of the Landlord's entry until the works have been completed and the property so vacated and restored to the Tenant and/or any sub-tenant or other lawful occupier for use and occupation to the reasonable satisfaction of the Tenant Provided However that this sub-paragraph (iii) shall not apply if the reason for such entry was the default of the Tenant.
2. A right to pass and repass over the car parking spaces marked 1-3 (inclusive) on the Plan for access to the Landlord's container shown coloured dark blue on the Plan.

Schedule 3

The industrial covenants

1. The Tenant must not cease carrying on business in the Premises or leave the Premises continuously unoccupied for more than 14 days without notifying the Landlord and providing such caretaking or security arrangements for the protection of the Premises as the Landlord reasonably requires and the insurers require.
2. The Tenant must not:
 - 2.1 keep in the Premises any Machinery other than Permitted Machinery;
 - 2.2 store on the Premises or bring onto them any dangerous substances as defined by the Fire Safety Regulations or bring onto, store or keep any Hazardous Substances on the Premises; or
 - 2.3 overload any part of the Premises.
3. The Tenant must not overload the Conduits or take any other action or discharge into the Conduits anything that may:
 - 3.1 harm the environment or human health or otherwise cause pollution or contamination;
 - 3.2 corrode or otherwise harm the Conduits; or
 - 3.3 cause an obstruction or deposit in the Conduits.
4. The Tenant must not allow any smoke, grit, dust, fumes, smells or anything else that is noxious or offensive to be discharged from the Premises.
5. The Tenant must:
 - 5.1 not do or omit to do anything that causes any noxious substance to be spilled or deposited on the Premises or for the Premises to become otherwise contaminated;
 - 5.2 within 5 days of the spilling or deposit on the Premises of any noxious substance or contamination in a quantity or of a nature that may cause serious damage to or pollution of the environment or serious damage to property or serious harm to human

health, the Tenant must notify the Landlord of this in writing and permit him to enter and inspect the Premises.

6. The Tenant must comply with the requirements of and the duties imposed by the Fire Safety Regulations and the requirements of the Landlord as to fire safety at the Premises. In particular but without restriction the Tenant must:
 - 6.1 keep the Premises supplied with such fire-fighting equipment as is necessary to comply with the Fire Safety Regulations and as the Landlord reasonably requires, maintaining the equipment to the reasonable satisfaction of the insurers of the Premises and in efficient working order; and
 - 6.2 not obstruct the access to any fire equipment or the means of escape from the Premises or lock any fire door while the Premises are occupied;
7. The Tenant must not:
 - 7.1 deposit any waste, rubbish or refuse on the Grounds other than in a proper receptacle for waste, rubbish or refuse; or
 - 7.2 use the Grounds for the parking or storing of any vehicle, caravan or movable dwelling except for the parking of vehicles belonging to those working at the Premises or any authorised visitors.
8. The Tenant must not load or unload any vehicle unless it is in an area that has been designated for that purpose.
9. The Tenant must not deposit any waste, rubbish or refuse or anything else on any land, road or pavements near to the Premises or cause them to become untidy, unclean or unsightly.

SCHEDULE 3
SERVICES AND SERVICE CHARGE

Part 1 — Landlord to provide Services, etc

1 Definitions

In this Schedule the following further definitions apply:

Estimated Service Charge	the Landlord's proper estimate of the Service Charge for the relevant Service Charge Period as notified to the Tenant;
Lettable Unit	any part of the Estate designed or intended for letting or exclusive occupation;
RPI	means the Retail Price Index published by the Office for National Statistics or any successor or replacement agency or government department
Service Charge	a reasonable and fair proportion as certified by the Landlord's managing agent of the Service Costs which, absent special circumstances, will be substantially the same proportion which the gross internal area of the Property bears to the gross internal area of all the Lettable Units in the Estate, but: (a) the Landlord (acting reasonably) may adjust the Tenant's proportion to reflect differences in the benefit of the Services provided to or enjoyed by Lettable Units; and (b) the Tenant must bear the whole of the cost of Services which, at the Tenant's request, the Landlord has provided during hours or in a manner in which the Landlord is not obliged to provide them;

Service Charge Cap	means [REDACTED] subject to annual increases by RPI for each Service Charge Period
Service Charge Period	each successive year of the Term;
Service Costs	<p>all reasonable and proper amounts spent, or liabilities reasonably and properly incurred, by the Landlord in providing the Services during the Service Charge Period Provided However that Service Costs shall not cover:</p> <ul style="list-style-type: none"> (i) any expenditure in respect of any part of the Estate for which the Tenant or any other tenant shall be wholly responsible; (ii) any additional insurance premiums payable by the Landlord arising out of a particular trade or conduct of any tenant or licensee of the Estate; (iii) any cost of the Landlord in letting or re-letting of vacant parts of the Estate; (iv) any sums incurred to refurbish or upgrade the Estate; (v) any cost arising as a result of deficiency in insurance monies or Criminal Damage compensation monies due to the act neglect or default of the Landlord; (vi) the cost of repair or reinstatement of damage by any of the Insured risks insured or covenanted to be insured by the Landlord and/or Criminal Damage including to the extent that the insurance and/or compensation monies are irrecoverable due to the act or default of the Landlord its servants or agents or any of its tenants in the Estate (save for the Tenant); (vii) any costs of the Landlord in replacing renewing reconstructing and rebuilding any building plant or equipment unless same is necessary because it becomes no longer economically viable to carry out works of maintenance or repair when the liability of the Tenant shall be limited to the fair and reasonable cost of the element of repair

- comprised in any replacement or renewal;
- (viii) any costs of the Landlord relating to repair of any Latent Defect in the Estate;
- (ix) any costs of the Landlord relating to the repair of Uninsured Risks

2 Provision of Services

- 2.1 The Landlord must use reasonable endeavours to provide the services listed in Part 2 of this Schedule (**Services**).
- 2.2 The Landlord is not obliged to provide Services where it cannot do so due to circumstances beyond its control (but the Landlord must restore them as soon as reasonably practicable), or because they cannot reasonably be provided whilst the Landlord is inspecting or doing works to the Estate, or because the Landlord has varied or discontinued the relevant Service under paragraph 2.3.
- 2.3 The Landlord may with the prior consent of the Tenant (such consent not to be unreasonably withheld or delayed) add to, vary or discontinue any of the Services where it considers it appropriate to do so for reasons of good estate management.
- 2.4 In administering the Service Charge the Landlord will comply with the principles enshrined in the RICS Code of Practice on Service Charges in Commercial Property then current

3 Calculation and payment of Service Charge

- 3.1 The Tenant must pay the Estimated Service Charge by equal instalments in advance at the same time and in the same manner as the Rent subject always to the Service Charge Cap
- 3.2 The Landlord may revise the Estimated Service Charge to take account of Service Costs expected or incurred in the Service Charge Period, and the Tenant must pay any additional Estimated Service Charge within 21 days of demand subject always to the Service Charge Cap.
- 3.3 Within a reasonable time after each Service Charge Period and in any event not later than 3 months thereafter, the Landlord must supply the Tenant with a statement (a **Service Charge Statement**) for that period verified by the Landlord's managing agent showing both a summary of the Service Costs and also the Service Charge.
- 3.4 Where the Estimated Service Charge:

- 3.4.1 falls short of the Service Charge, the Tenant must pay the shortfall to the Landlord within 14 days of receipt of the Service Charge Statement subject always to the Service Charge Cap;
- 3.4.2 exceeds the Service Charge, the Landlord must credit the excess against the next payment of the Estimated Service Charge or (but only if Termination has occurred) pay or allow it to the Tenant.
- 3.5 If the Landlord has not included any Service Costs in a Service Charge Statement, it may include them in the subsequent statement. Otherwise, Service Charge Statements are conclusive (save for manifest error).

Part 2 — The Services

The Services are:

- (a) Inspecting, maintaining, repairing, servicing, overhauling, amending, rebuilding and where beyond economic repair replacing, insuring (save in so far as insured under other provisions of this Lease) and cleaning any common parts and joint facilities and the service media which do not exclusively serve the Premises including for the avoidance of doubt the perimeter fencing and hard surfaced areas within the Estate;
- (b) Provision of closed circuit television to such standard as the Landlord shall deem appropriate in the circumstances if it deems necessary to provide such system.
- (c) providing reasonable lighting and security in the common parts of the Estate;
- (d) providing any signs, notices or equipment reasonably required for the Estate;
- (e) maintaining any reasonably required decorative features/landscaped areas;
- (f) the Landlords' or managing agents reasonable and proper fees;
- (g) the reasonable cost of electricity for all common parts and joint facilities;
- (h) such other services as the Landlord reasonably considers appropriate for the management of the Estate in the interests of good estate management.
- (i) The reasonable and proper fees and disbursements (plus any VAT payable thereon) of:

- (i) any individual, firm or company employed or retained by the Landlord for (or in connection with) the management of the Estate.
- (ii) the Landlord's managing agents for (or in connection with):
 - (A) the management of the Estate;
 - (B) the collection of the rents and all other sums due to the Landlord from the Tenants of the Building.
 - (C) the performance of the Services and any other duties in and about the Estate or any part of it relating to (without prejudice to the generality of the foregoing) the general management, administration, security, maintenance, protection and cleanliness of the Estate including but not limited to the fencing surrounding the perimeter and the surfacing of the car park areas and all hard surfaces within the Estate.
 - (D) any other individual firm or company employed or retained by the Landlord to perform (or in connection with) any of the Services or any of the functions or duties referred to in this paragraph 1.
 - (E) All fees incurred with the recovery of rents from tenants in the Estate.
- (j) All existing and future rates, water rates, charges, duties, assessments, impositions and other outgoings payable by the Landlord in respect of the Estate or any part of it (excluding the Premises).
- (k) **Service charge exclusions**

The Landlord must not include any of the costs set out in Error! Reference source not found.3 of this Schedule

Schedule 4 - Rent pursuant to clause 8.9 - Option

1. Definitions

For all purpose of this schedule the terms defined in this paragraph 1 have the meanings specified.

1.1 'An arbitrator'

References to 'an arbitrator' are references to a person appointed by agreement between the Landlord and the Tenant or, in the absence of agreement within 14 days of one of them giving notice to the other of his nomination, nominated by the Chairman on the application of either made not earlier than 4 months before the relevant date

1.2 'The Assumptions'

'The Assumptions' means:-

- 1.2.1 the assumption that no work has been carried out on the Premises during the Term by the Tenant, his subtenants or their predecessors in title or any occupiers that has diminished the rental value of the Premises other than work carried out in compliance with statutory requirements.
- 1.2.2 the assumption that if the Premises have been destroyed or damaged they have been fully rebuilt or reinstated.
- 1.2.3 the assumption that the covenants contained in this Lease on the part of the Landlord and the Tenant have been fully performed and observed.
- 1.2.4 the assumption that the Premises are available to let by a willing landlord to a willing tenant in the open market by one lease ('the Hypothetical Lease') without a premium being paid by either party and with vacant possession,

- 1.2.5 the assumption that the Premises are in the condition as evidenced by the Schedule of Condition,
- 1.2.6 the assumption that the Hypothetical Lease contains the same terms as this Lease, except the amount of the Rent and any rent-free period allowed to the Tenant for fitting out the Premises for his occupation and use at the commencement of the Term and the option to renew,
- 1.2.7 the assumption that the term of the Hypothetical Lease is for a term of three years,
- 1.2.8 the assumption that every prospective willing landlord and willing tenant is able to recover VAT in full.

1.3 ‘The Disregards’

‘The Disregards’ mean

- 1.3.1 disregard of any effect on rent of the fact that the Tenant, his subtenants, or their predecessors in title or any lawful occupier have been in occupation of the Premises.
- 1.3.2 disregard of any goodwill attached to the Premises because the business of the Tenant, his subtenants, or any lawful occupiers or their predecessors in title in their respective businesses is or was carried on there, and
- 1.3.3 disregard of any increase in rental value of the Premises attributable at the relevant date to any improvement to the Premises carried out, with consent where required, otherwise than in pursuance of an obligation to the Landlord or his predecessors in title either:-
- (a) by the Tenant, his subtenants, any lawful occupiers or their predecessors in title during the Term or during any period of occupation before the Term, or
 - (b) by any tenant or subtenant or lawful occupier of the Premises before the commencement of the Term provided that the Landlord or his predecessors in title have not since the improvement was carried out had vacant possession of the relevant part

of the Premises, and

1.3.4 disregard of the taxable status of the Landlord or the Tenant for the purpose of VAT.

1.4 ‘The Chairman’

‘The Chairman’ means the Chairman for the time being of the Royal Institute of Chartered Surveyors in Northern Ireland or any person authorised by him to make appointments on his behalf.

1.5 ‘The relevant date’

‘The relevant date’ means [] 2028

2. Ascertaining the Rent

2.1 The Rent

The Rent is to be a sum equal to the greater of the Rent payable under this Lease immediately before the exercise of the Option, or if payment of Rent has been suspended as provided for in this Lease, the Rent that would have been payable had there been no such suspension, or the revised Rent ascertained in accordance with this schedule.

2.2 Agreement of the Rent

The Rent may be agreed at any time following the service of the Tenant’s option to renew or, in the absence of agreement within two months of the exercise of such option, is to be determined by an arbitrator.

2.3 Open market rent

The sum to be determined by an arbitrator must be the sum at which he decides the Premises might reasonably be expected to be let in the open market at the relevant date making the Assumptions but disregarding the Disregards.

2.4 Conduct of arbitration

The arbitration must be conducted in accordance with the Arbitration Act 1996, except that if the arbitrator dies or declines to act the Chairman may, on the application of either the Landlord or the

Tenant, appoint another in his place.

2.5 If the new rent has not been settled by the commencement of the term of any renewal lease entered on foot of the exercise of the Tenant's option to renew the rent at the existing level will continue to be paid until such new rent is determined. Upon determination of the new rent the Tenant will pay or the Landlord will refund any surplus rent as the case may be within 14 days.



LEASE MAP FOR [REDACTED]

- EXCLUSIVE TO TENANT OF UNIT 5 & 6
- EXCLUSIVE TO TENANT OF UNIT 4
- EXCLUSIVE TO TENANT OF UNIT 3
- EXCLUSIVE TO TENANT OF UNIT 1
- EXCLUSIVE TO TENANT OF UNIT 2
- COMMON USE TO ALL TENANTS AND LANDLORD
- 20FT CONTAINER FOR MAINTENANCE TOOLS ETC (LANDLORD)
(RIGHT OF WAY REQUIRED FOR LANDLORD ACCESS)



Lisburn &
Castlereagh
City Council

Corporate Services

Confidential

8th March 2023

Confidential Report from:

Director of Service Transformation

Local Government Act (Northern Ireland) 2014

Schedule 6 - Access to Information: Exemption Information

Information relating to the financial or business affairs of any particular person (including the Council holding that information).

When will the report become unrestricted:

Specify when
report will
become available

Post
Negotiations

Redacted
report
available

Never

Item for Decision

TITLE: Estates Strategy Update

Background and Key Issues:

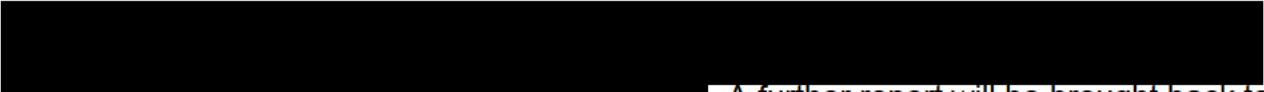
Background

1. In a recent Internal Audit report it was emphasised that Members required to be given regular feedback and updates on matters relating to the emerging Estates Strategy and the decisions emanating from that. Previously a draft Estates Strategy was presented to Environmental Services Committee. However, since that was developed there has been significant new emerging thinking in how we use our property assets.
2. This emerging thinking is informed by a number of developments including the pilots on flexible working in a post Covid era, the efficiency review and learning from other third party reviews of their estates management function. As part of this SIB are hosting a

sector wide forum so that there is shared learning and application of best practice. The Head of Assets has been attending this forum on behalf of the Council.

3. In addition there has been an internal audit on our estates function which will be reported to Governance and Audit Committee this month. The purpose of the audit has been to inform the priorities associated with the emerging journey of continuous improvement that can be applied.

Key Issues

1. Officers, through the Assets Team, continue to develop essential maintenance (both reactive and planned), and health and safety priorities, in order to ensure efficient and effective operation and delivery of services. This service is also charged with protecting our asset base. To this end they have and continue to build capacity at each opportunity and have developed an encroachment policy that serves to protect the Council's holdings (**see attached Appendix for noting**).
2. By way of update the Council has recently progressed the following disposals as agreed by Members:
 - Friends Meeting House – sale complete
 - Old Hillsborough Road – sale agreed
 - Navigation House – lease complete
 - Maghaberry boundary rectification – transfer complete
 - Surface car park Linenhall Street – development brief issued to the market with interested parties being taken forward to the next stage
 - Castle Street car park – development brief prepared and scheduled to be issued in April
 - Derriaghy Primary School - first development brief abandoned, second amended brief issued and developer engagement complete as a preliminary stage of a two stage approach
 - Grove Activity Centre – stage 2 evaluation of business case being undertaken with the preferred bidder
 - Bradford Court – currently let to three tenants and ongoing marketing is being refreshed. Interest has been received from two potential tenants – one for a significant proportion of the ground floor, and the other for the first floor area recently vacated by a previous tenant. Negotiations are also proceeding in relation to a requested relocation to adjacent vacant space on the second floor by the sitting tenant. Delegated authority remains in place to the Chair of Corporate Services Committee and Chief Executive for letting this property.
3.  A further report will be brought back to the appropriate committee if the proposals crystallise.
4. A key takeaway from the SIB Estates Forum to date has been the change in the external environment post Covid. Through this forum Councils have been reconsidering their

approach to their estate holding. It would be the officers' views that the draft Estates Strategy previously presented to Environmental Services Committee in 2018 needs to be revisited to reflect a more hybrid corporate landlord approach. This would reflect a more proportionate approach and align with the emerging committee structures, whilst retaining a relatively small centralised Estates team. The original corporate landlord model would have required a more significant investment of staff resources to implement.

5. Central tenants from the original draft strategy remain valid, especially the need to retain a corporate landlord function. This assists in standardising the approach in the application of the policies (see separate committee reports), and creating the requisite segregation of duty in order to minimise risks. In addition, this approach assists in aligning the Estates Strategy with the Council's Capital Programme and integrating with other key corporate plans.
6. As referred to above, and attached (**see Appendix**), is the Action Plan to address the priority findings of the Internal Audit. The priority one item are the relevant policies, namely the acquisitions and disposal policy and the associated community asset transfer policy (see separate committees items).
7. Within the Service Transformation Departmental Risk Register, a new risk on estates management has been introduced to ensure appropriate mitigation is actioned. The format of the risk is informed by the NIAO guidance. In line with the monitoring and managing of other risks, this will be reported and progress undertaken through the planned mitigation.

Recommendation:

It is recommended that Members consider and agree to:

1. Note the update on the progress of the series of disposals.
2. Scrutinise and note the draft action plan.

Finance and Resource Implications:

All capital receipts are captured through the centralised Financial Services. The draft strategy and action plan will be taken forward by officers of the Council.

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy?

N/A

If no, please provide explanation/rationale

This is an update on progress and relative screening will be undertaken on emerging work areas as required on a case by case basis.

If yes, what was the outcome?:

Option 1
Screen out
without mitigation

Yes/No

Option 2
Screen out with
mitigation

Yes/No

Option 3
Screen in for
a full EQIA

Yes/No

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

Insert link to completed Equality and Good Relations report:

2. Rural Needs Impact Assessment:

Has consideration been
given to Rural Needs?

N/A

Has a Rural Needs Impact
Assessment (RNIA) template been
completed?

Yes/No

If no, please given explanation/rationale for why it was not considered necessary:

This is an update on progress and relative impact assessments will be undertaken on emerging work areas as required on a case by case basis.

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

No

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

Appendix 1 – Encroachment Policy
Appendix 2 - Action Plan

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

No

If Yes, please insert date:

Policy and Procedures in Response to Encroachment on Council Lands/Properties

Version	Date	Author/ Amendments	Status
0.8	September 2019	HOS Assets	Approved

POLICY AND PROCEDURES IN RESPONSE TO ENCROACHMENT ON COUNCIL LANDS/PROPERTIES

1. Background

Lisburn and Castlereagh City Council owns and leases a large amount of lands and properties which are managed by Council Officers across various Departments. The Council as the owner and manager of lands and properties has a duty to ensure that the Council's land is not compromised by the unauthorised occupation or alienation of Council lands.

Some encroachments occur in a slow, progressive fashion. Seemingly harmless activities such as lawn mowing, and informal gardening can stimulate notions of ownership and a process of successive appropriation passed from one proprietor to another. Further activities such as placement of structures, gradual removal of vegetation and extension of fencing create the deceptive appearance of private property on Council land. Other encroachments occur rapidly as illegal/ intended land modification events.

Unauthorised encroachments on Council land have the ability to:

- Alienate land from public use/access
- Detract from aesthetic appearances
- Divert and encumber Council resources and assets
- Jeopardise public safety
- Incite issues of legal liability

2. Purpose

This policy will assist the public and enable the Council to manage encroachments on Council owned and managed land effectively. It is intended to provide a more consistent approach in managing encroachments, and protecting and indemnifying the Council wherever encroachments have been identified.

This policy applies only to land owned, leased or managed by Lisburn and Castlereagh City Council.

3. Definitions

Council refers to Lisburn and Castlereagh City Council

Encroachment means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground (excluding structures or fences as required by the Council), that extends on, over, or under Council lands and shall include, but is not limited to the following:

- a. Buildings and all projections (including foundations, eaves, etc.).
- b. Sheds, (including those attached to a dwelling and/or fence).
- c. Fences

- d. Structures (including decks etc.)
- e. Extension of adjacent lands by fill.
- f. Shrubs, trees, hedging or other organic landscape materials planted
- g. Hard landscaping (including, but not limited to, paving, retaining structures, structures, planters etc.).
- h. Light standards
- i. Signs
- j. Unauthorised access openings in boundary fencing in order to access Council land from adjacent properties.

Minor Encroachment means an encroachment that may be seen as trivial in nature and may include, but is not limited to the following:

- a. Projections from buildings (including eaves, cantilevers, etc.)
- b. Small sheds
- c. shrubs, trees or other natural landscape materials
- d. Hard landscaping (including asphalt, concrete, brick, walkways, curbs, parking bays or driveways).
- e. Unauthorised access openings in boundary fencing directly accessing Council land from adjacent properties.

Major Encroachment means an encroachment that is considered sizable in scale, and/or difficult to move, and/or secured by a foundation or enclosed by permanent fencing.

Owner means the registered owner of land abutting Council lands.

4. Aims of the Policy

- 4.1 To ensure that Council owned and managed land is secured for the use of the Council including allowing the public to have access to areas of public land for their welfare and enjoyment.
- 4.2 To discourage and prevent future encroachments onto Council land/property.
- 4.3 To create a process for recording, managing and dealing with encroachments within Council owned, leased or managed land and in determining how an encroachment will be dealt with in a practical and equitable manner.
- 4.4 To provide an open and accountable framework whereby the Council can determine the impact of an encroachment and either formalise the existence or order the removal of the encroaching structure or unauthorised occupation.
- 4.5 To outline remedies to owners who have encroaching structures or unlawful occupation of adjoining public lands that are owned or managed by Council.

5. Policy on Encroachment on Council Land/Property

- 5.1 No structures or encroachments including unauthorised entrances are permitted to be erected, placed or made onto Council land without prior written approval by the Council.
- 5.2 The Council will seek to resolve all encroachments or unauthorised entrances onto Council land by either removal, closing or formalising the encroachment or entrance as resources allow. The Council will give consideration to the context of the land when considering resolution options and will take into account the effect of the encroachment on members of the public.
- 5.3 Any agreements/authorisations will seek to indemnify the Council in relation to any public liability that may arise as a result of an encroachment.
- 5.4 The Council will seek to have any unauthorised encroachments or entrances which are deemed unacceptable removed at the expense of the person(s) causing obstruction or encroachment or owner of the land from which the unauthorised encroachment or entrance emanates. On failure of the person causing the obstruction, encroachment or entrance to reinstate the property to council ownership, or close an entrance; the Council will remove the offending encroachment or close the entrance and seek to recover the cost of doing so from the offender.
- 5.5 Any approval granted for a structure, encroachment or entrance shall contain a condition requiring that the encroaching structure or entrance complies with relevant statutory approval or standards, (e.g. Building Control, Planning permission); and must be maintained in good condition by the owner.
- 5.6 Historical cases will be dealt with on a case by case basis to resolve the encroachment or entrance. Existing encroachment agreements in force on the date of passing of this policy may remain in force until the encroachment or entrance is removed or until the property changes ownership.
- 5.7 Council at any time may revoke an approval.

6.0 Procedures

- 6.1 Encroachments may be identified by any of the following means:
 - i. Through regular property and boundary inspections as may be deemed necessary from time to time;
 - ii. Through the performance of regular duties by staff;
 - iii. Through information or plans provided to the Council;
 - iv. Through boundary surveys, title searches, or other functions completed by the Council, its consultants, contractors or agents from time to time;
 - v. Through written complaints.

The relevant council managing department should regularly inspect properties and land to ensure that any encroachments are identified and rectified at the earliest stage. Title deeds should always be referred to regarding suspected encroachment.

6.2 Once an encroachment or unauthorised entrance is suspected, the managing department should take photos and send with a report to their Head of Service, who will then notify their Director and Head of Assets and Technical Services.

6.3 Assets and Technical Services will arrange for further investigation and prepare a detailed report. The Council's Legal Advisor will be consulted.

6.4 Once a suspected encroachment is confirmed, the Head of Assets and Technical Services will report the matter to the appropriate Director for approval of the recommended course of action. This may include the following:

6.4.1 Letter to alleged encroacher informing them that the encroachment has occurred and requesting reinstatement normally within one month or an alternative timescale to be approved, or

6.4.2 Legal action to be taken to recover the land.

6.4.3 Generally any enforcement action proposed shall take account of The Councils Enforcement and Regulations Policy

7.0 Resolution Options

The options available to the Council are as follows:-

7.1 The Council will seek long term resolution of encroachments on Council owned and managed land/property. The Council's preferred resolution is removal or cessation and reinstatement of the land.

In exceptional circumstances the Council may consider the following:

7.2 Regularise the boundary – This option is suitable only for trivial or minor encroachments or where the encroacher has obtained adverse possession rights. The encroached upon land will be a loss to the Council; where lands that are part of the Councils registered title are unrecoverable by the Council, the onus is on the encroacher to regularise the boundary with Land Registry by seeking amendment to the title. Any costs to be borne by the encroacher. Should the offending landowner fail to regularise the title with Land Registry the Council shall do so and all cost will be recovered from the offending party by the Council.

- 7.3 When the encroachment is considered more than trivial but recovery of the land by the Council is not immediately required, the Council may consider Licensing/Leasing the land to the encroacher as follows:
- 7.3.1 Subject to further consultation, grant the encroacher a license or lease of the area of land concerned. Legal advice will be sought prior to entering into any form of agreement and all legal and surveyor costs are to be borne by the encroacher(s).
 - 7.3.2 The Encroacher shall indemnify the Council from all public liability and obtain and maintain public liability insurance for the land in the amount of five million pounds naming the Council as third party insured. The Encroacher shall provide proof of the insurance policy to the Council on an annual basis.
 - 7.3.3 Any approval granted for a structure or encroachment must contain a condition requiring that the encroaching structure complies with the necessary statutory approvals or standards (e.g. Building Control Regulations, Planning Permission); and that it is maintained in good condition by the owner
 - 7.3.4 A Reference Plan, prepared by a suitably qualified person, ideally a person agreed by both parties, shall be deposited on title clearly identifying the extent of the encroachment, and serves to assist in eliminating subsequent enlargements of the encroachment without permission.
 - 7.3.5 The Owner shall be responsible for the costs associated with the preparation and registration of a reference plan and the registration of the encroachment agreement on title.
- 7.4 Where the encroachment is more than trivial but the land is no longer required by the Council:
- 7.4.1 Seek approval from relevant Committee and Council to dispose of the lands/properties
 - 7.4.2 Seek valuation of encroached lands/properties from Land and Property Service.
 - 7.4.3 Sell the land to the encroacher(s) for the agreed valuation price, subject to further investigation, consultation and negotiation. Legal advice and approval by Council will be sought prior to entering into any form of agreement. All legal and surveyor costs are to be borne by the encroacher.

It should be noted that The Council is empowered under The Local Government Act (Northern Ireland) 1972; Under Section 96(5) to dispose of land and property but is subject to various constraints, some enshrined in law whilst others arise due to the expectation and need for Councils to act in a far and transparent manner when

disposing of such assets. With this in mind it would be good practice when considering the sale/disposal of land or property to refer to guidance contained in the Disposal of Surplus Public Sector Property in Northern Ireland 2018, issued by the Department of Finance, Land and Property Services.

- 7.5 Issue a writ (Protective or Otherwise)
- 7.6 In cases where Council's title is in dispute or the matter is complex, additional specialist legal advice is to be obtained from the Councils legal advisor.
- 7.7 If recovery of the land by the Council is required, and voluntary compliance has not been achieved with the encroacher, Court Proceedings are to be issued for recovery of the land. The encroacher will be required to reinstate the land to the ownership of the Council by removal of all structures, fencing, gates etc. and reinstatement of boundaries. If the encroacher does not comply with any notice to do so, the Council will take action to reinstate the land to Council control, and seek to recover costs from the offending party.
- 7.8 In exceptional circumstances, the Council will reserve its right to pursue an alternative course of action to those described above consistent with its rights and powers as landowner.

These guidelines set out above are not exhaustive. The intent of this policy is to consider each encroachment on a case-by-case basis, while having regard to the guidelines set out herein and the unique features of particular encroachments.

Management Response and Action Plan Limited Estates assurance

Management Position

The limited assurance is accepted as a true reflection of the Estates portfolio at this time which is a work in progress and has been significantly delayed in line with wider restructure. However not all the findings are universally accepted as there has been a number of improvements that have been implemented. In addition in a post COVID environment our work and consequently how we use our estate has fundamentally changed requiring a new approach to our Estates Strategy.

Summary Position

At the point of Local Government reform it was accepted by the new council that given the significant increase in the estate that reform was essential. At that point the new council took forward four principal decisions:

1. Centralise the Administrative Headquarters to Lagan Valley Island
2. Commission an Estate Strategy
3. Conduct a condition survey of all council assets.
4. Develop a carpark strategy to understand need and opportunity with the transfer of these assets

Recognising the necessity of continued operation it was determined to continue to operate the decentralised model until a new estates strategy was adopted with the appropriate resources to implement it. Consequently estates responsibilities issues were managed between Corporate Services and the managing directorate which reported through to that departmental committee.

Efficiency Agenda

In line with the efficiency agenda progress with the Administrative Headquarters has been the priority area as part of a wider programme of reducing the foot print of our estate. All central regulatory and administrative services now operate from Lagan Valley Island, with Bradford Court yielding an income from rental to third parties. Thus yielding both efficiencies and income for the council.

For example four surplus assets has been brought to the market relatively successfully. In addition since local government reform the council have acquired three new assets at Derriaghy Primary School, Navigation House as well as leased Hillsborough Forest. In addition the council have subleased a number of assets primarily for community interests.

More recently a further review of the operational requirements from our Estate has been undertaken as part of this year's rates process with further consolidation being planned

Estates Strategy

The commissioned Estate Strategy was considered by CMT in 2022. A central plank of this strategy was to form a Corporate Landlord model. However this recommendation, whilst accepted in principle, was considered as disproportionate in administrative requirements and that to adopt that model would require significant investment in a newly formed team.

It was agreed, amongst other things that until such times as resources would be in place any strategy would be delayed. Until then it was agreed that the Estate would be more centrally controlled through an evolutionary process involving a hybrid centralised model as opportunities presented themselves. An accompanying revised Strategy, informed by emerging best practice guidance and

learning from the recently formed Councils Estate Forum led by the Strategic Investment Board, would be subsequently presented to Members for adoption.

Since 2018 work has progressed with the formation of an Assets Service, Capital Programme Team and taking advantage of staff turnover with the Estates Manager post being redesigned in the Assets Team. The new emphasis is to accommodate changing requirements and focus on the Estates Management function in a more holistic way. This most recent change is in development over the last 18 months. The later has improved the organisational capacity to deal with land and property management, including leases, disposals and acquisitions but will require further capacity development.

Condition Survey.

The council's condition survey reflected over 450 individual deficits in the estate at that time of the survey. Whilst this was costed it was both beyond the capacity of the organisation to deliver and essentially required to be cross referenced and integrated with organisational operational need. The latter has significantly altered post COVID and progression of the digital agenda.

In addition it has been used to inform priority areas of essential investment for the Capital Programme. A series of improvements have been progressed with others still pending and yet others made redundant through a change in operational need. Improvements continued to be prioritised to reflect health and safety requirements, operational efficiency and cost efficiency.

Carpark Strategy

At the point of transfer of responsibility the operational need to operate, enforce and maintain the surface carparks was a priority. This has been successfully implemented. In addition a strategy was developed and adopted in order to demonstrate the opportunities and to inform future land use policy as well as the integration of a local transport plan. However it has taken until December 22 for regional government departments to complete the certificate of ownership for these lands.

Policy Process Improvements since Local Government Reform

A number of process and policy improvement have been taken forward in the period since local government reform.

1. Detailed Capital programme processes have been created reflecting best practice with a centralised delivery team and segregation of roles between Corporate Finance and Capital Programme Team
2. GIS Officer commenced a process of mapping assets for the purposes of progressing land registration
3. A consolidated assets database is currently being developed and mapped for ease of reference decision making
4. An Estates Manager employed who is progressing, boundary corrections, lease reviews, rent reviews, disposals and acquisition as well as undertaking a review of council Title documents
5. A operational policy and process outlining roles and responsibilities on encroachments has been adopted by CMT
6. Mapped process of roles and responsibilities of with those charged with facility management in order to ensure all planned preventative maintenance was undertaken in a timely manner
7. Draft Policies for Community Asset Transfer as well as Acquisitions and Disposals have been prepared for presentation to Corporate Services committee.
8. Transfer of responsibilities from Corporate Services to Assets for land and property management, with evolving processes yet to be mapped, to ensure segregation of duties is reinforced.

Proposed Action Plan of Improvements

In line with the audit recommendations, the ongoing work with SIB as well as other known improvements the table below is an outline of the planned improvement actions. The aim of the plan is to address in a proportionate manner, relative to the size of the organisation and reflecting progress to date in consolidation of our asset base, the emerging approach to estates management.

Lead	Planned Actions	Target Completion Date
	Council Policies and Procedures Asset Management Policies and procedures to be finalised in the following work areas:	
AR	1. Encroachment and enforcements	Complete
AR	2. Planned preventative maintenance process roles and responsibilities	Complete
AR	3. Roles and Responsibilities to third party sign off on license and over sale arrangements for land use	June 2023
CH	4. Acceptance Legacy Article 40 agreements and Section 76 lands transfer	August 2023
DR	5. Present Policy on Acquisition and Disposals to Corporate Services Committee including position for deviation from LPS processes valuation public consultation	March 2023
AR	6. Map of process relating acquisition and disposals procedure relating to land title transfer to CMT	June 2023
DR/LM	7. Present a draft community asset transfer for consultation to Corporate Services (Policy Maturity anticipated to take 18 months involving DFC and public consultation)	March 2023
AR	8. Develop a process for rental and leases of third parties	January 2024
AG	9. Develop a process for Mapping and Land registry of all council assets	October 2023
AR	10. Develop a process for rent reviews for incorporation into standard leases including tracking arrangements	August 2023
AR	11. Develop a standard license, lease and rental template agreement for both land and buildings for presentation to Corporate Service Committee	Complete
AG	12. Develop an easy reference of restrictions and incumbencies on file as part of a standard file structure that includes, risks special insurances and other abnormal	Jan 2024
DR	13. Bring forward Assets Structure in line with Corporate Structures priorities and in agreement with ERSG	TBC
AR	14. Consolidate current asset information into a single Estates Asset register	June 24
DR	15. In discussion with SIB amend the Draft Estates Strategy to reflect emerging best practice	December 23

Corporate Services Committee

Confidential

8 March 2023

Confidential Report from:

Head of Corporate Communications and Administration

Local Government Act (Northern Ireland) 2014

Schedule 6 - Access to Information: Exemption Information

(select from the list below reason why report is confidential and delete as appropriate)

3. Information relating to the financial or business affairs of any particular person (including the Council holding that information).

When will the report become unrestricted:

Specify when
report will
become available

Redacted
report
available

When tender
process is
complete

Never

Item for Decision

TITLE: **Box Office Ticketing System – Financial Appraisal**

Background and Key Issues:

1. Background

At the December 2022 meeting of Corporate Services Committee, Members approved a financial appraisal and procurement exercise to be undertaken to implement a new integrated box office ticketing system with the current system due to expire on 24 May 2023. This report is to inform Members of the outcome of the tender process.

2. Procurement Route

In consultation with Procurement, the G-Cloud 13 Framework was chosen as a timesaving and efficient process for procuring this service as detailed in the financial appraisal, approved in December 2022. The framework offers a variety of box office ticketing market suppliers and services to assist the public sector specifically in relation to hosting a Cloud Based Box Office system.

3. Search Criteria

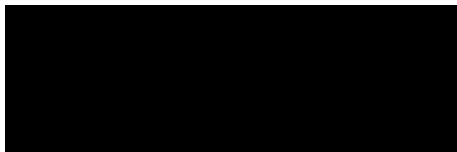
- Cloud Based
- Box Office
- CRM
- Secure payment
- Tickets
- Data analysis

4. Outcome & Summary

One company met the search criteria applied – Spektrix Limited

Award recommended to Spektrix Limited for a contract period of 2+1+1 years as permitted through the GCloud 13 Framework.

GCloud 13 is a fixed price contract for 24 months. Spektrix shall be entitled to review the charges on or after the start of each renewal period, this can be agreed between both parties before contract renewal at year 3.



Estimated costs per year

These costs are within the limits of the financial appraisal approved in December 2022.

Year 1 2023-2024	Year 2 2024-2025	Year 3 2025-2026	Year 4 2026-2027

** based on flat fee plus projected sales and are subject to change as are dependent on revenue

Recommendation:

It is recommended that Members note the award of the contract to Spektrix Limited for a period of 2+1+1 years as permitted through the GCloud 13 Framework.

Finance and Resource Implications:

The budget is held by IT services and has been considered as part of the 2023/24 estimates process.

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy?

If no, please provide explanation/rationale

If yes, what was the outcome?:

Option 1
Screen out
without mitigation

Option 2
Screen out with
mitigation

Option 3
Screen in for
a full EQIA

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

Insert link to completed Equality and Good Relations report:

<https://www.lisburncastlereagh.gov.uk/council/publications/equality-section-75/equality-screening-report-2022-2023>

2. Rural Needs Impact Assessment:

Has consideration been given to Rural Needs?

Has a Rural Needs Impact Assessment (RNIA) template been completed?

If no, please given explanation/rationale for why it was not considered necessary:

Not relevant

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

No

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

No

If Yes, please insert date:



Corporate Services Committee

Confidential

8th March 2023

Confidential Report from:

Head of Finance

Local Government Act (Northern Ireland) 2014

Schedule 6 - Access to Information: Exemption Information

3. Information relating to the financial or business affairs of any particular person (including the Council holding that information).
4. Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the Council or a Government Department and employees of, or office holders under, the Council.

When will the report become unrestricted:

Specify when
report will
become available

-

Redacted
report
available

After full Council

Never

-

Item for Noting

TITLE: Management Accounts – Period 10 (January)

Background and Key Issues:


Period 10 - Management Accounts

1. Attached is the set of Management Accounts for the period ended 31 January 2023.
2. This shows a summary of each directorate and any opportunities or risks that may arise before the end of the financial year.

3. It is to be noted that the net profiled expenditure for the period is **£601,360 below the approved estimates (1.53% underspend)** for the financial year 2022/2023. This is the position excluding costs funded from earmarked reserves, which are listed separately in the appendix.
4. The position has decreased from 1.97% underspent in period 9.
5. The underspend as at period 10 of £601k is summarised below:
 - Payroll Underspend - £249k
 - Non-payroll Overspend - £1,036k
 - Income Overachievement - £1,388k

Analysis of current position

6. In terms of *payroll* expenditure, there has been significant focus on recruitment in recent months and this will continue.
7. The regional and local pay offers are reflected in the management accounts.
8. The strike action during September/October had an impact on the payroll expenditure. It was anticipated some of this payroll movement, as a result of strike action, would be offset by increased costs from waste as recyclable material would likely be sent to landfill as a result of contamination. The reconciliation of waste tonnages have been completed and this did not materialise.
9. In terms of *non-payroll* there are a number of factors which contribute towards the current overspend position:
10. Utility costs – there continues to be price uncertainty relating to electricity and gas charges. Costs were £1.33m over profiled budget for period 10 (£2,929,839 actual vs £1,595,704 budget). Periods 1- 10 account for approx. 81.75% of the annual budget as profiled spend.

- 
12. In terms of *income*, there are areas which are underachieving which are offset by areas that are overachieving. Some of the key income streams and performance to date are detailed below:

- Vitality membership income is tracking income at 29% (P9 - 26%) ahead of budget by the end of P10 (actual to date £1,336,725 v budget to date £1,033,000).
- Income from golf courses has performed better than anticipated, (£665,630 actual to date v £509,353 budget to date) achieving 31% over planned budget at P10 (P9 – 29%).
- Trade Waste collection has performed better than anticipated (£350,712 actual v budget to date £315,000) achieving 11% over planned budget at P10.

- MRF income is tracking well above profiled budget as at period 10 with income at £123,332 compared to a profiled budget of £24,000.
- Investment income is tracking well above profiled budget at period 10 with income at £304,783 compared to a budget of £16,667. This is due to the increase in investment interest rates, which is expected to continue to the year end.
- Income for building control is 15% (P9 – 16%) below profiled budget for period 10 (£763,454 actual to date v £895,441 budget to date).
- Planning fees income is tracking 10% (P9 – 10%) below profiled budget for period 10 with actual income of £823,928 compared to a period 10 budget of £916,663.

13. In June 2022, a list of expenditure items to be funded through DfC monies received was presented to Corporate Services Committee. [REDACTED]
[REDACTED] These monies are not year-end sensitive due to being earmarked within the General Reserve therefore a number of these will be spent in the 2023/24 financial year.

Other Considerations going forward

14. Payroll

- Whilst the Council has appointed new staff into more than 90 posts, the recruitment market remains challenging. A number of recruitment exercises are ongoing, however there is no guarantee these posts will attract suitable candidates.

15. Non Payroll

- Inflation is currently 10.1%.
- [REDACTED]
- Rising utility costs – current impact up to period 10 is detailed above. The overall forecasted impact has been reduced due to the price cap of non-domestic energy costs being introduced. The potential overspend is expected to be around £1.47m.
- Fuel costs – the current volatility of the market continues to be a risk for the remainder of the financial year. The risk on the Management accounts is £15k to reflect the recent fluctuations in fuel prices.
- Increasing prices for current and new contracts, including vehicle material costs remains a risk for the remainder of the financial year.
- An underspend within Waste Services is starting to materialise, due to the delay in the procurement for the new residual waste treatment contract. This contract is not expected to be in place until, at the very least, April 2022.
- A risk was added to the Management Accounts in Period 9 due to the risk of third party funding shortfalls. At this time, there are no figures included, however it has been included for Member's information.

16. *Income*

- Due to cost of living pressures, there is a risk that footfall within the leisure facilities may reduce / memberships may be cancelled.
- As part of the 2022/23 rates setting process, the income budget for conferencing within Lagan Valley Island were reduced. These budgets were profiled from period 6 onwards in the financial year. Income is tracking below the profiled budget at present and there remains a risk that the expected income for these areas will be less than predicted at the end of the financial year due to the inflationary increases/cost of living increases.

17. *Capital/construction costs*

- As with revenue projects, there is a risk of increasing contractors prices in relation to capital projects.

18. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Current and future cost pressures

19. Analysis of current and future cost pressures for all Councils have been carried out and communicated with DfC through SOLACE.
20. The Association of Local Government Finance Officers (ALGFO) continue to liaise with DfC on a regular basis.

Moving Forward

21. Finance continue to have regular monthly budget meetings with each Department and will continue to monitor the current and any future risks or opportunities.

Recommendation:

It is recommended that Members note the information contained in this report.

Finance and Resource Implications:

As above.

Screening and Impact Assessment

1. Equality and Good Relations

Has an equality and good relations screening been carried out on the proposal/project/policy?

If no, please provide explanation/rationale

Not applicable

If yes, what was the outcome?:

Option 1 Screen out without mitigation	<input type="text" value="N/A"/>	Option 2 Screen out with mitigation	<input type="text" value="N/A"/>	Option 3 Screen in for a full EQIA	<input type="text" value="N/A"/>
---	----------------------------------	--	----------------------------------	---	----------------------------------

Rationale for outcome/decision (give a brief explanation of any issues identified including mitigation and/or plans for full EQIA or further consultation)

Insert link to completed Equality and Good Relations report:

2. Rural Needs Impact Assessment:

Has consideration been given to Rural Needs?	<input type="text" value="No"/>	Has a Rural Needs Impact Assessment (RNIA) template been completed?	<input type="text" value="No"/>
--	---------------------------------	---	---------------------------------

If no, please given explanation/rationale for why it was not considered necessary:

Not applicable

If yes, give brief summary of the key rural issues identified, any proposed actions to address or mitigate and include the link to the completed RNIA template:

SUBJECT TO PLANNING APPROVAL:

If Yes, "This is a decision of this Committee only. Members of the Planning Committee are not bound by the decision of this Committee. Members of the Planning Committee shall consider any related planning application in accordance with the applicable legislation and with an open mind, taking into account all relevant matters and leaving out irrelevant consideration".

APPENDICES:

Management Accounts – Period 10

HAS IT BEEN SUBJECT TO CALL IN TO DATE?

No

If Yes, please insert date:

LISBURN AND CASTLEREAGH CITY COUNCIL
2022/2023 MANAGEMENT ACCOUNTS

Period 10

2022/23

Comments

SUMMARY BY DIRECTOR

	Annual Budget	YTD P10 Act & Comm	YTD P10 Budget	Variance	
	£	£	£	£	
Finance & Corporate Services	6,658,800	5,104,491	5,410,615	306,124	-5.66%
Governance & Audit	691,660	538,992	579,014	40,022	-6.91%
Leisure & Community Wellbeing	13,476,870	12,112,662	11,388,372	724,290	6.36%
Environmental Services	20,151,210	16,366,127	16,882,122	515,995	-3.06%
Service Transformation	6,432,510	4,542,470	5,005,979	463,509	-9.26%
Total	47,411,050	38,664,742	39,266,102	(601,360)	-1.53%

Costs excluded from above covered by reserves:

Planning JR costs & Legal Fees	299,275	299,275
LDP	115,955	115,955
Corporate Legal Fees	67,692	67,692
Leisure new equipment	179,084	179,084
City Centre Globe project - up to £70K covered in reserves	51,000	51,000
COVID Costs (from 21/22 reserves balance b/fwd)	201,207	201,207
		914,213

RISKS - Costs projected for remainder of Fin Year

Price increases of Fuel	15,000
Price increases of Utilities	137,000
Impact of inflationary increases on materials and chemicals	40,000
Vehicle materials	20,000
Government funded programmes-risk of funding gap,e.g. Animal welfare and Affordable Warmth	
TOTAL RISKS	

based on price cap for winter consumption

OPPORTUNITIES -

TOTAL OPPORTUNITIES	

Payroll/non Payroll/ Income Summary per Directorate to Period 10

Finance & Corporate Services	Annual Budget	YTD P10 Act & Comm	YTD P10 Budget	Variance
	£	£	£	
Payroll	4,632,840	3,836,946	3,844,257	(7,311)
Non-Payroll	3,084,579	2,571,066	2,497,638	73,428
Income	(1,058,619)	(1,303,521)	(931,280)	(372,241)
Total Net - Service Support	6,658,800	5,104,491	5,410,615	(306,124)

Explanation

Open roles within Corporate Services, HR and Finance currently being recruited.

Overspend mainly driven by increases in utility costs and rising inflation impact on goods and services

Bank Interest higher than expected due to increase in interest rates .

-5.66%

Governance & Audit	Annual Budget	YTD P10 Act & Comm	YTD P10 Budget	Variance
	£	£	£	
Payroll	618,730	485,668	515,663	(29,995)
Non-Payroll	72,930	70,418	63,351	7,067
Income	-	(17,094)	-	(17,094)
Total Net - Governance and Audit	691,660	538,992	579,014	(40,022)

Explanation

Payroll underspend mainly due to unfilled roles, offset by Agency costs .

Recoupment of seconded policy officer.

-6.91%

Leisure & Community Wellbeing	Annual Budget	YTD P10 Act & Comm	YTD P10 Budget	Variance
	£	£	£	
Payroll	12,895,580	10,800,310	10,806,856	(6,546)
Non-Payroll	8,460,010	8,483,734	6,896,392	1,587,342
Income	(7,878,720)	(7,171,382)	(6,314,876)	(856,506)
Total Net - Leisure and Community Wellbeing	13,476,870	12,112,662	11,388,372	724,290

Explanation

Payroll underspend has been reduced due to the pay award. There are still a number of vacant posts

Mainly due to increases in utility costs in Leisure Centres as well as increases in Contractors costs, materials and chemicals due to impact of rising inflation.

Sports services income continues to show a favourable income position , particularly in Vitality, DIIB Bowling , Caravan park , Golf Courses and CHGC. However, This trend may not continue due to current economic climate but overall Sport Services income at period 10 is ahead of budget expectations.

6.36%

Environmental Services	Annual Budget	YTD P10 Act & Comm	YTD P10 Budget	Variance	Explanation
					Some of the vacant posts have been recruited but there are still a number of vacancies across the directorate. Overspend due to annual pay award higher than estimated.
Payroll	11,155,990	9,481,389	9,363,103	118,286	
Non-Payroll	12,480,010	9,922,456	10,467,921	(545,465)	Overspends across the directorate include: Insurance Costs £76k (Premiums £12k, Self Insurance Fund £64k); Food Caddy Liners £79k; Fuel £33k, due to inflationary pressures, these have been offset by the following underspends within Waste Management: Civic Amenity contracts and Arc21 contracts in relation to waste haulage and disposal costs (£122k) and (£667k) in relation to the delay of a new Residual Waste Treatment Contract.
Income	(3,484,790)	(3,037,718)	(2,948,902)	(88,816)	Current under achievement in Building Control income of £134.7k is being off set by over achievements in Cemetery income (£67k), Off Street Parking Charges (£41k), Trade Refuse Collection (£36) and recycling income (£137k).
Total Net - Environmental Services	20,151,210	16,366,127	16,882,122	(515,995)	-3.06%

Service Transformation	Annual Budget	YTD P10 Act & Comm	YTD P10 Budget	Variance	Explanation
					Overall payroll is underspent at period 10. Some open roles have now been recruited but there are posts in Development & Procurement that remain unfilled.
Payroll	5,455,580	4,230,022	4,553,933	(323,911)	
Non-Payroll	8,760,340	5,840,518	5,926,739	(86,221)	Overspend has reduced to underspend in January due to improvements in maintenance materials and maintenance contracts
Income	(7,783,410)	(5,528,070)	(5,474,693)	(53,377)	The underspend is mainly due to income accruals offset by expenditure for funded projects. Plan fees are underachieved at period 10 by £75 k due to current climate.
Total Net - Service Transformation	6,432,510	4,542,470	5,005,979	(463,509)	-9.26%