



December 5th, 2023

**Chairperson:** Councillor J Lavery BEM

**Vice Chairperson:** Councillor T Mitchell

**Aldermen:** J Baird, A G Ewart MBE, M Gregg, A Grehan, M Guy and S P Porter

**Councillors:** P Burke, K Dickson, J Gallen, U Mackin, A Martin, C McCready, N Parker

**Ex-Officio:** The Right Worshipful the Mayor, Councillor A Gowan  
Deputy Mayor, Councillor G McCleave

**Notice Of Meeting**

A meeting of the Regeneration and Growth Committee will take place on **Thursday, 7th December 2023 at 5:30 pm** in the **Council Chamber and Remote Locations** for the transaction of business on the undernoted agenda.

For those Members attending this meeting remotely the Zoom link and passcodes are contained within the Outlook invitation that has been issued.

A hot buffet will be available in Lighters Restaurant from 4.45 pm for those Members who have confirmed in advance.

**DAVID BURNS**  
**Chief Executive**  
**Lisburn & Castlereagh City Council**

# Agenda

## 1.0 APOLOGIES

## 2.0 DECLARATION OF INTERESTS

(i) conflict of interest on any matter before the meeting (Members to confirm the specific item)

(ii) pecuniary or non-pecuniary interest (Members to complete disclosure of interest form)

▢ *Disclosure of Interests form.pdf*

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## 3.0 REPORT OF DIRECTOR OF REGENERATION & GROWTH

### 3.1 Draft Community Asset Transfer Policy and Draft Acquisition and Disposal of Land and Property Assets Policy

*For Decision*

▢ *1. Acquisition of Land and Property Assets Policy and CAT policy - consultation feedback.pdf*

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▢ *Appendix 1a Policies Engagement Summary.pdf*

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▢ *Appendix 1b COMMUNITY ASSETS TRANSFER.pdf*

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▢ *Appendix 1c Draft Policy for the Acquisition and Disposal of Land and Property Assets.pdf*

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## 4.0 REPORT OF HEAD OF ECONOMIC DEVELOPMENT

### 4.1 Decorative Lighting for Gateway Alleyways – Lisburn City Centre

*For Decision*

▢ *2. Awakening the Gateways lighting Development committee 15 11 23.pdf*

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### 4.2 Dublin Belfast Economic Corridor (DBEC) Collaboration and Funding Agreement

*For Decision*

▢ *3. DBEC Collaboration Funding Agreement (003).pdf*

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▢ *Appendix 3a Draft DBEC Collaboration and Funding Agreement.pdf*

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▢ *Appendix 3b Rural Needs Impact Assessment DBEC Strategy and Action Plan 06.11.2023 Completed by NMDDC.pdf*

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## 5.0 REPORT OF DIRECTOR OF ORGANISATION DEVELOPMENT & INNOVATION

### 5.1 BRCD Update and Strategic Investment Board Resource Assistance

*For Decision*

▢ **4. BRCD Update and Strategic Investment Board Resource Assistance (004)** *final.pdf* **Page 91**

▢ **Appendix 4a BRCD Update 2.pdf** **Page 94**

▢ **Appendix 4b DRH 1.pdf** **Page 97**

## 6.0 CONFIDENTIAL REPORT OF DIRECTOR OF REGENERATION & GROWTH

### 6.1 Estimates Process - Directorate Update

*For Decision*

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

▢ **1Confd Estimate 2024 25.pdf** **Not included**

### 6.2 Grove Activity Centre – Community Asset Transfer

*For Decision*

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

▢ **2Confd Grove Activity Centre - CAT.pdf** **Page 105**

### 6.3 General Estates' Matters

*For Decision*

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

▢ **3Confd General Estates Matters.pdf** **Not included**

**6.4 Business Case for Renewal of Power Washing Contract**  
*For Decision*

Confidential due to the Business Case containing Information relating to the financial or business affairs of the Council.

📄 *4Conf Power Washing Contract.pdf*

*Not included*

**7.0 ANY OTHER BUSINESS**

# LISBURN & CASTLEREAGH CITY COUNCIL

## MEMBERS DISCLOSURE OF INTERESTS

The Northern Ireland Local Government Code of Conduct for Councillors under Section 6 requires you to declare at the relevant meeting any pecuniary interest that you may have in any matter coming before any meeting of your Council. This information will be recorded in a Statutory Register. On such matters you must not speak or vote. Subject to the provisions of Sections 6.5 to 6.11 of the Code, if such a matter is to be discussed by your Council, you must withdraw from the meeting whilst that matter is being discussed

In addition you must also declare any significant private or personal non-pecuniary interest in a matter arising at a Council meeting (please see also Sections 5.2 and 5.6 and 5.8 of the Code). Subject to the provisions of Sections 6.5 to 6.11 of the Code, you must declare this interest as soon as it becomes apparent and you must withdraw from any Council (including committee or sub committee meeting) when this matter is being discussed.

In respect of each of these, please can you complete the form below as necessary.

### 1. Pecuniary Interest

Meeting (Council or Committee - please specify and name):

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Date of Meeting: \_\_\_\_\_

Item(s) in which you must declare an interest (please specify item number from report):

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Nature of Pecuniary Interest:


2. Private or Personal non Pecuniary interest

Meeting (Council or Committee - please specify and name):

\_\_\_\_\_

Date of Meeting: \_\_\_\_\_

Item(s) in which you must declare an interest (please specify item number from report):

\_\_\_\_\_

Nature of Private or Personal non Pecuniary Interest:


Name:
Address:

Signed:	Date:

*If you have any queries please contact David Burns, Chief Executive, Lisburn & Castlereagh City Council*

<b>Committee:</b>	Regeneration and Growth Committee
<b>Date:</b>	7 December 2023
<b>Report from:</b>	Director of Regeneration and Growth

<b>Item for:</b>	Decision
<b>Subject:</b>	Draft Community Asset Transfer Policy and Draft Acquisition and Disposal of Land and Property Assets Policy

1.0	<b><u>Background and Key Issues</u></b>
1.1	<p><b><u>Public Consultation</u></b></p> <ol style="list-style-type: none"> <li>1. The public consultation on the Acquisition and Disposal of Land and Property Assets Policy and the Community Asset Transfer Policy (CAT) opened on 9th June 2023 and closed on 30th August 2023. It was promoted with a press release on the Council's website and via social media channels.</li> <li>2. Consultees were invited to send feedback by completing a short survey on the website (using the SmartSurvey online tool).</li> <li>3. Five responses were received for the Community Asset Transfer Policy and seven responses for the Acquisition and Disposal of Land and Property Assets Policy.</li> <li>4. A copy of the consultation reports are attached (<b>see Appendix 1a</b>).</li> </ol>
1.2	<p><b><u>Consultation Responses</u></b></p> <ol style="list-style-type: none"> <li>1. The comments made on the responses are included in the reports. There were no notable comments on the CAT Policy and no amendments have been made.</li> <li>2. One notable response was received in respect of the Acquisition and Disposal Policy on behalf of the Department for Communities and should be included as an amendment to the report as follows: <p><i>"All references throughout to land equally apply to land, property or buildings. All references to the disposal (of land) should apply equally to the</i></p> <ul style="list-style-type: none"> <li>• Sale</li> <li>• Leasing, letting or granting in fee farm</li> <li>• Exchanging, giving or receiving money for equality of exchange</li> <li>• 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</li> </ul> <p><i>In respect of the land (as per section 45 of the Interpretation Act (NI) 1954)."</i></p> </li> <li>3. If approved, the consultation report and amended policy will be advertised on the Council's website.</li> <li>4. A copy of the CAT Policy and the amended Acquisitions and Disposals Policy are attached (<b>see Appendix 1b and 1c</b>).</li> </ol>

3.0	<b><u>Recommendation</u></b>	
3.1	It is recommended that the Committee considers and agrees to approve the Policy for the Acquisition and Disposal of Land and Property Assets.	
4.0	<b><u>Finance and Resource Implications</u></b>	
4.1	These will be assessed on a case-by-case basis as the policies are implemented.	
5.0	<b><u>Equality/Good Relations and Rural Needs Impact Assessments</u></b>	
5.1	Has an equality and good relations screening been carried out?	Yes
5.2	<p>Brief summary of the key issues identified and proposed mitigating actions <b><u>or</u></b> rationale why the screening was not carried out</p> <p>These are Council wide policies and their impact on equality and good relations will be assessed and mitigated on a case-by-case basis.</p>	
5.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	Yes
5.4	<p>Brief summary of the key issues identified and proposed mitigating actions <b><u>or</u></b> rationale why the screening was not carried out.</p> <p>These are Council wide policies and their impact on rural communities will be assessed and mitigated on a case-by-case basis.</p>	

<b>Appendices:</b>	Appendix 1a Consultation Reports on policies Appendix 1b Community Asset Transfer Policy Appendix 1c Acquisition and Disposal of Land and Property Assets Policy
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## Report on public consultation on Community Asset Transfer of Land and Property Policy and Acquisition and Disposal of Land and Property Policy

### 1. Introduction

As a public authority Lisburn and Castlereagh City Council are required to have proper governance over the Community Asset Transfer of land and property assets and the Acquisition and Disposal of land and property assets. The policies set out the requirements to be met by Council Departments when considering:

- (a) A Community Asset Transfer (CAT) disposal. and covers issues such as declaring an asset surplus and the provision of a business case to support the decision, and
- (b) An acquisition or disposal, and covers issues such as declaring an asset surplus or identifying the need for a new asset and the provision of a business case to support the decision.

### 2. Consultation methodology – how we consulted

Our public consultation on the policies opened on 9th June 2023 and closed on 30<sup>th</sup> August 2023. It was promoted with a press release on our website and via our social media channels.

The consultation was communicated directly to our consultation database (175 contacts) and we also specifically targeted Land and Property Services and Department for Communities.

Consultees were invited to send feedback by completing a short survey on the website (using the SmartSurvey online tool).

### 3. Community Asset Transfer Policy Engagement Feedback

Below is a summation of the feedback received through the consultation.

The Policy is full of technical and legal references that the average person cannot understand.
Community groups already leasing land should be taken into account.
All activity centres should be given over to the local community for responsibility to manage.
In full support of the policy.

**4. Acquisition and Disposal of Land and Property Assets Policy Engagement Feedback**

Below is a summation of the feedback received through the consultation.

The Council's assets were inherited by the current ratepayers and should not therefore be sold off.
The policy is too highly technical and legal for the average person to understand.
Before deciding to dispose of a property account should be taken where a community group is in occupation and the social value and social return on the investment.
The legal definition of what constitutes an interest in land and property should be incorporated into the policy.
In full support of the policy.

**5. Council Responses to feedback and suggestions**

- Officers have given consideration to the feedback from the consultation and on weighing up the commentary an amendment has been made having regard to legislation.
- other policies the language is being reviewed and will continue to be improved to remove the technical jargon as far as reasonably practicable.
- We endeavour to engage with all sports clubs within the Council area through our Leisure and Community Development teams.
- We will take the interests of all of our tenants into account when considering the disposal of property.
- This draft policy has respect for the assets acquired over many years but also must ensure that all of our assets are fit for current purposes. This may require the disposal of redundant assets and the acquisition of new ones. Within the policy provisions there is a requirement for community engagement.

**6. Council Responses to feedback and suggestions**

Once considered by Council, the final policies will be published on our website.



# COMMUNITY ASSETS TRANSFER DRAFT POLICY AND GUIDANCE

Version Control		
Version	Change	Date
0.8a	Final review and amendments	24/02/ 2023

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- 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 strategic level 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, where appropriate, 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 develop a comprehensive & 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.

2.4 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.
- Where full council, after taking into account the recommendations & views of appropriate Officers and external professionals, feel a Community Asset Transfer fits the needs of the council and the transferee best in the circumstances.

- 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.

8.4 The Evaluation Criteria for Stage One 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

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.

8.5 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.

## APPENDICES

## 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

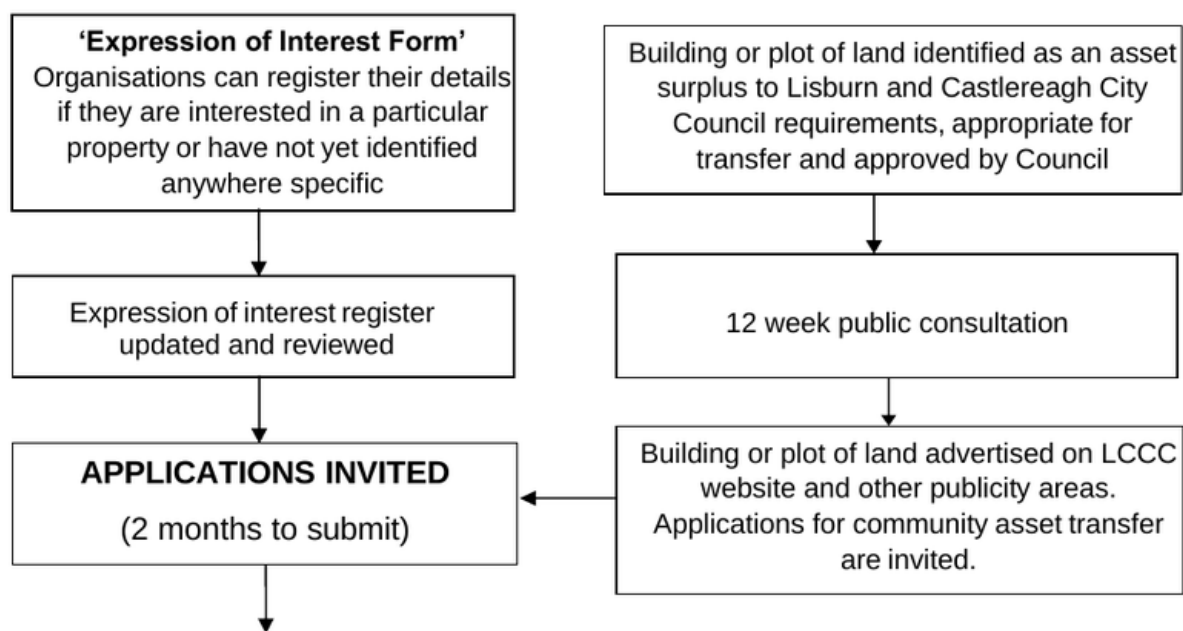
The assessment forms for both expressions of interest and business cases will be made available on request.

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.

<b>Provider's Organisational Criteria</b>	
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 &amp; 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









**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

## 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**

##### **ACQUISITION**

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.

All references throughout to land equally apply to land, property or buildings. All references to the disposal (of land) should apply equally to the,

- Sale
- Leasing, letting or granting in fee farm
- Exchanging, giving or receiving money for equality of exchange
- Surrender (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 of the Interpretation Act (NI) 1954).

### **3. 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.

### **4. 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 the Corporate Management Team (CMT) and then 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.

## 5. PROCEDURES FOR ACQUISITION

### 5.1 Acquisition of Property

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

#### 5.1.1 Option Appraisal

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

#### 5.1.2 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.

#### 5.1.3 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.

#### 5.1.4 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.

### 6. 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.

### 7. 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 area 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

## 8. PROCEDURES FOR DISPOSAL

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

### 8.1.1 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.

### 8.1.2 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.

### 8.1.3 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.

#### **8.1.4 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.

#### **8.1.5 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.

#### **8.1.6 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.

### **8.1.7 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.***

### **8.1.8 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.

## 9. 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.

## **7 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.

## **8 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.

## **9 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

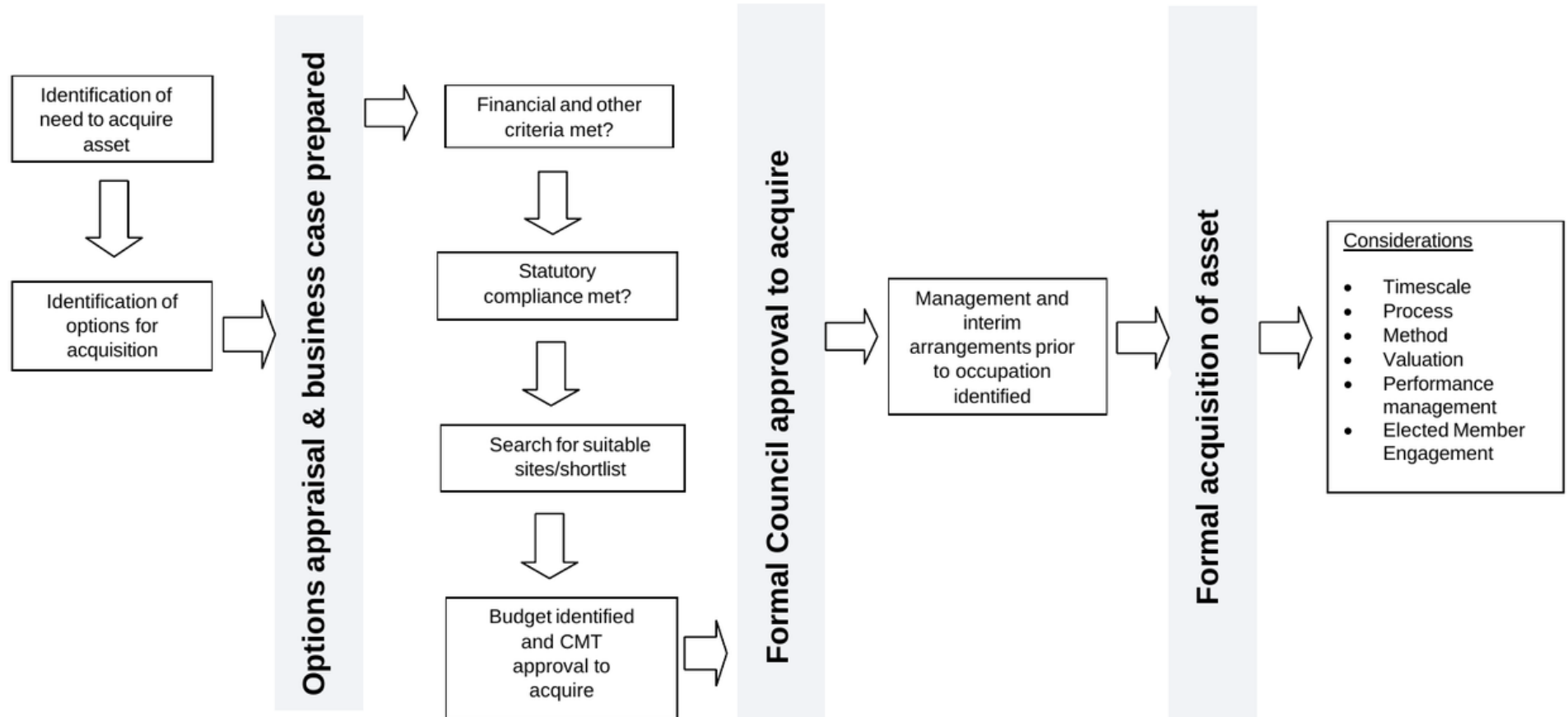
**CENTRAL ADVISORY UNIT**

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.

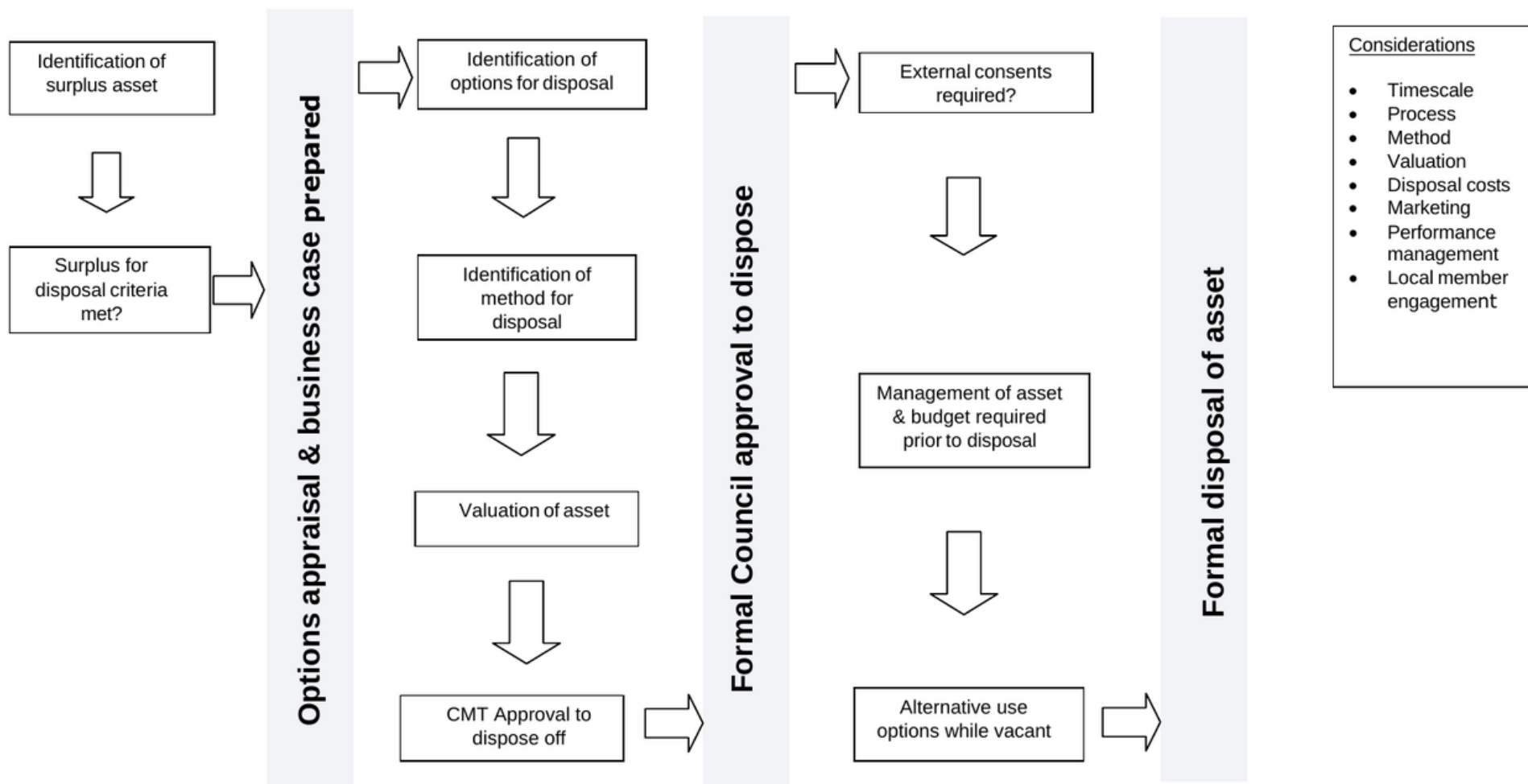
Land and Property Services Central Advisory Unit have produced advice on the Disposal of Surplus Public Sector Property in Northern Ireland, March 2013. The Northern Ireland Audit Office have advised that this is the best practice for Councils and Councils are strongly encouraged to follow it. . [Disposal 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





<b>Committee:</b>	Regeneration & Growth
<b>Date:</b>	7 <sup>th</sup> December 2023
<b>Report from:</b>	Head of Economic Development

<b>Item for:</b>	Decision
<b>Subject:</b>	Decorative Lighting for Gateway Alleyways – Lisburn City Centre

## 1.0 **Background and Key Issues**

### **Background**

1. It was agreed at Committee in February 2022 that the Mayoral Umbrella Project be included in the City Centre Awakening the Gateways initiative. This was developed to support the regeneration and revitalisation of the city centre through the animation, lighting and sign posting of key city centre alleyways.
2. The Umbrella Project saw the installation of approximately 70 multi coloured umbrellas suspended above key alleyways in the city centre to demonstrate support for the Mayor's charities namely MACS and ADD NI.
3. The umbrellas were installed in May 2022 and were in place until October 2022 when they were replaced with lanterns, which were hand crafted by young people in a city centre workshop. The lanterns remained in place until December and new umbrellas were installed again in Spring 2023.

### **Key Issues**

1. The initial installation of umbrellas, including the related infrastructure, was covered through the previously agreed awakening the Gateways initiative, which was funded through the Department for Communities. The project saw the installation of lighting, mini pillars, heritage style signage and CCTV across four alleyways, Pipers Hill, Haslems Lane, Graham Gardens and McKeown Street and the installation of umbrellas in Haslems Lane, Graham Gardens and McKeown Street.
2. Whilst the umbrellas are a welcome addition to the city centre, and well received by the public and businesses, they are a spring/summer seasonal installation and are not suitable for sustained winter weather. There is therefore a gap in the animation of these alleyways from October to March.
3. To ensure the alleyways remain animated, and speak to the initial investment, it is proposed to install decorative lighting, using the already installed catenary wires in the form of either festoon lighting or a 'sky' canopy which will complement the lighting in place for the festive period. Once installed the lighting would be a permanent fixture which could be used across the year.
4. Initial conversations with lighting suppliers estimate the cost of the lighting and installation to be in the region of £16,000 for 3 alleyways, Haslems Lane, Graham Gardens and McKeown Street.
5. The cost of annual replacement of the umbrellas is estimated to be in the region of between £1,200 to £2,000 per annum depending on the level of damage and general degradation. Officers are therefore looking at a more permanent and cost effective

	<p>solution which would provide a replacement for the umbrellas. This would compliment the lighting fixtures proposed in this report but still speaks to the Mayor's legacy project in some form.</p>	
2.0	<p><b><u>Recommendation</u></b></p> <p>It is recommended that Members consider and agree to the installation of decorative lighting to animate the alleys at an estimated cost of £16,000 which will involve a design referencing the umbrella project.</p>	
3.0	<p><b><u>Finance and Resource Implications</u></b></p> <p>The cost to Council will be approximately £16,000 for the lighting which would be resourced from the existing Economic Development budget estimates</p>	
4.0	<p><b><u>Equality/Good Relations and Rural Needs Impact Assessments</u></b></p>	
4.1	Has an equality and good relations screening been carried out?	Yes
4.2	<p>Brief summary of the key issues identified and proposed mitigating actions <b><u>or</u></b> rationale why the screening was not carried out</p> <p>It has been concluded that a detailed equality impact assessment is not necessary. The screening process concludes that this will not involve flashing lights and any lighting array will have expert analysis in providing for the visually impaired. The procurement processes make provision to mitigate adverse equality issues.</p>	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	No
4.4	<p>Brief summary of the key issues identified and proposed mitigating actions <b><u>or</u></b> rationale why the screening was not carried out.</p> <p>The lighting installation is based in the City Centre and will only have a positive impact on people in rural and urban areas when visiting the City Centre.</p>	

<b>Appendices:</b>	N/A
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<b>Committee:</b>	Regeneration and Growth
<b>Date:</b>	7 <sup>th</sup> December 2023
<b>Report from:</b>	Head of Economic Development

<b>Item for:</b>	Decision
<b>Subject:</b>	Dublin Belfast Economic Corridor (DBEC) Collaboration and Funding Agreement

1.0	<p><b><u>Background</u></b></p> <ol style="list-style-type: none"> <li>1. In 2018, Chief Executives from the eight Councils across the Dublin to Belfast Economic Corridor agreed to form a Partnership to explore the development of a regional proposition for economic growth. The collaboration also includes representatives from Ulster University and Dublin City University.</li> <li>2. Subsequently in 2023, the Council agreed the final DBEC Strategy and Action Plan.</li> <li>3. Following agreement by all eight partner Councils of both documents a joint draft Collaboration &amp; Funding Agreement has been prepared (<b>see Appendix</b>).</li> </ol> <p><b><u>Key Issues</u></b></p> <ol style="list-style-type: none"> <li>1. This Collaboration and Funding Agreement sets out the detailed workings of the collaboration between the lead Council (Newry Mourne &amp; Down), the collaborating Councils and the collaborating universities, which will seek to build the DBEC brand as a leading investment region and economic corridor in Europe. The DBEC partners aim to achieve sustainable growth through the delivery of collaborative research and development, and the creation of a highly skilled workforce and enabling infrastructure. The Collaboration and Funding Agreement also sets out the obligations of the lead Council, the collaborating Councils and the collaborating universities.</li> </ol>		
2.0	<p><b><u>Recommendation</u></b></p> <p>It is recommended that Members consider and agree the draft Collaboration and Funding Agreement.</p>		
3.0	<p><b><u>Finance and Resource Implications</u></b></p> <p>Annual agreed contributions are in the 2023/24 Economic Development Budget at a cost of circa £14,500 representing 6.84% of the total contribution to run this initiative.</p>		
4.0	<p><b><u>Equality/Good Relations and Rural Needs Impact Assessments</u></b></p>		
4.1	<table border="1"> <tr> <td>Has an equality and good relations screening been carried out?</td> <td>YES</td> </tr> </table>	Has an equality and good relations screening been carried out?	YES
Has an equality and good relations screening been carried out?	YES		
4.2	<p>Brief summary of the key issues identified and proposed mitigating actions <b>or</b> rationale why the screening was not carried out.</p> <p>Section 75 Equality and Good Relations Screening was carried out for Inward</p>		

	<p>Investment programme 2023-2024 that includes Dublin Belfast Economic Corridor (DBEC). There are no major levels of impact and also no negative impacts have been identified during the screening process. Any issues re ensuring accessibility and equal participation in business support programmes can be addressed by the mitigations proposed for the programmes.</p>	
4.3	<p>Has a Rural Needs Impact Assessment (RNIA) been completed?</p>	<p>YES</p>
4.4	<p>Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.</p> <p>No key issues identified - the Inward Investment Programme will not impact differently on businesses in rural areas. Businesses which are eligible may apply for support and benefit regardless of urban or rural location.</p> <p>RNIA for DBEC also completed by NM&amp;D (Lead Council) – <b>see Appendix.</b></p>	

<p><b>Appendices:</b></p>	<p>Appendix 3a - Dublin Belfast Economic Corridor (DBEC) Collaboration &amp; Funding Agreement                  Appendix 3b - Rural Needs Impact Assessment for the Dublin Belfast Economic Corridor</p>
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**DATED THIS 01 DAY OF September 2023**

**COLLABORATION AND FUNDING AGREEMENT**

Dublin Belfast Economic Corridor (DBEC) Collaboration

This **COLLABORATION AND FUNDING AGREEMENT** is made the 01 September 2023 between the following Councils

1. Armagh City, Banbridge and Craigavon Borough Council
2. Belfast City Council
3. Dublin City Council
4. Fingal County Council
5. Lisburn and Castlereagh City Council
6. Louth County Council
7. Meath County Council
8. Newry, Mourne and Down District Council

and the following Universities:

1. Ulster University
2. Dublin City University

(together referred to as "the Collaboration", each referred to as "Collaborating members")

## Definitions

<b>Term</b>	<b>Meaning</b>
Agreement	means this Collaboration and Funding agreement
Collaboration	means the DBEC Collaboration and its programmes and projects
Collaboration Budget	means the financial resources made up of contributions from Collaborating Members (excluding Collaborating Universities) and contributions from other sources such as grants
Collaborating Member or Collaborating Members / party or parties	means the Councils and Universities within the Collaboration and listed below, including the Lead Council
Programme	means any programme operated by the Collaboration
Lead Council	means Newry, Mourne & Down District Council
Collaborating Councils	<ol style="list-style-type: none"> <li>1. Armagh City, Banbridge and Craigavon Borough Council</li> <li>2. Belfast City Council</li> <li>3. Dublin City Council</li> <li>4. Fingal County Council</li> <li>5. Lisburn and Castlereagh City Council</li> <li>6. Louth County Council</li> <li>7. Meath County Council</li> </ol>
Collaborating Universities	<ol style="list-style-type: none"> <li>1. Ulster University</li> <li>2. Dublin City University</li> </ol>
Political Advisory Group (PAG)	means the DBEC Council elected members nominated to sit on DBEC as described in the governance section of this agreement
Chief Executives Steering Group (CEOs Steering Group)	means the DBEC Council and University Chief Executives described in the governance section of this agreement
Directors Steering Group	means the DBEC Council and University Directors described in the governance section of this agreement

<p>Secondment</p>	<p>means a voluntary transfer from a permanent employer (the Employer) for a fixed period which does not sever the employment relationship with the permanent employer, of the person seconded</p>
<p>DBEC Resource</p>	<p>Means the DBEC Programme Manager and the DBEC Partnership Officer</p>
<p>Action Plan</p>	<p>The 2022 Dublin Belfast Economic Action Plan attached at Schedule One of this agreement</p>

## 1. Background

In 2018, Chief Executives from the eight Councils across the Dublin to Belfast Economic Corridor agreed to form a Partnership to explore the development of a regional proposition for economic growth. The Collaboration also includes representatives from Ulster University and Dublin City University.

The purpose of the Collaboration is to improve competitiveness and support economic growth across the region. This ambition has been reflected by governments North and South of the border who have made a commitment to support greater cooperation, connectivity, and opportunity North / South on the island.

The Collaboration aims to leverage the existing local government network and resources of the participating partners to identify areas where together, they can exert a significant positive impact and add value to the economic development of the corridor.

The Action Plan is in place setting out a strategic vision and associated actions for the Collaboration. The Action Plan sets out an ambitious plan for delivery against the strategic vision over an 8 year period.

This Collaboration and Funding Agreement sets out the detail workings of the Collaboration between the Lead Council, the Collaborating Councils and the Collaborating Universities, which will seek to build the DBEC brand as a leading investment region and economic corridor in Europe, achieving sustainable growth through the delivery of collaborative research and development, and the creation of a highly skilled workforce and enabling infrastructure. This Collaboration and Funding Agreement also sets out the obligations of the Lead Council, the Collaborating Councils and the Collaborating Universities.

## 2. Aims of DBEC

The ambition of the DBEC Collaboration is to become “a leading economic corridor in Europe, achieving sustainable growth through collaborative research and development, a highly skilled workforce and enabling infrastructure”.

The Collaboration wants to raise the profile of the Dublin to Belfast Corridor to be world renowned as a “major international centre in growth sectors like professional services, advanced manufacturing, ICT, life sciences and advanced agriculture”.

A number of key enablers and strategic objectives have been agreed and are outlined as follows:

DBEC Strategic Objectives against which the Collaborating Members will align on corridor specific initiatives:



1. Increase skills and training:
  - meet labour requirements, building on and expanding the existing workforce
2. Advocate for cross border infrastructure:
  - strengthen connectivity and access to markets and labour
3. Enable cross-border collaboration in research & development and innovation:
  - targeting investment in high growth sectors & green economy
4. Increase trade and investment:
  - aligning and supporting economic development partners
5. Promote sustainable & climate conscious growth:
  - aligned with Councils’ development plans and wider policy objectives
6. Market the region & elevate the DBEC brand:
  - ensure the region is globally renowned as an attractive place to live and do business

DBEC Key enablers, required to underpin future economic growth of the corridor:

Key Enablers	Actions
Skills	<ul style="list-style-type: none"> <li>• Undertake targeted research on the corridor’s labour market</li> <li>• Develop a clear skills policy and strategy</li> <li>• Become an active player in skills development in priority sectors</li> </ul>
Infrastructure	<ul style="list-style-type: none"> <li>• Identify infrastructure gaps and map assets with development potential</li> <li>• Contribute to the development of business cases for corridor specific infrastructure projects</li> </ul>
Research & development	<ul style="list-style-type: none"> <li>• Grow DBEC’s profile within the R&amp;D community</li> <li>• Contribute to cross-border funding applications to grow R&amp;D</li> <li>• Be a voice for the potential of the circular economy</li> </ul>

Key enablers will have a specific focus on key growth sectors:

- Professional services and ICT
- Advanced manufacturing and agriculture
- Life sciences

### **3. Collaboration**

The Lead Council, the Collaborating Council's and the Collaborating University's shall co-operate in accordance with the provisions of this agreement in relation to the implementation of the Action Plan.

The Collaborating Members agree that they have full legal power and authority to enter into this Agreement and are committed to jointly delivering against the strategic objectives and associated actions as defined in the Action Plan and to meet the Aims of the Collaboration as set out at Clause 2 hereof.

### **4. Commencement and Duration**

This Agreement shall commence on the date hereof and shall terminate by agreement of the Chief Executives of the Collaborating Members or 30 days after Newry Mourne and Down District Council serves notice on the other Collaborating Members that it no longer wishes to act as the Lead Council, where no other Collaborating Member has agreed to assume the Lead Council role, whichever event occurs first.

### **5. Roles and Governance**

The Lead Council has agreed to undertake the role of Lead Council on behalf of and with the agreement of the other Collaborating Members<sup>1</sup>.

The Political Advisory Group (PAG), Chief Executive Officers (CEO) Steering Group and Directors Steering Group will oversee programme delivery and review performance against the DBEC Strategy and the Action Plan.

The role, functions and governance structures of the DBEC Political Advisory Group, CEOs Steering Group and Directors Steering Group are as set out in Schedule Two hereof.

The Directors Steering Group will direct the activities of the DBEC Resource, so that the Collaborating Members control the operations of the Collaboration.

The Chief Executive Officers Steering Group will direct the Directors Steering Group, so that the Collaborating Members control the strategic direction of the Collaboration.

The Political Advisory Group will provide advice and guidance to the CEOs Group to ensure political input into the strategic direction of the Collaboration.

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<sup>1</sup> Agreed at Directors Steering Group meeting on 30<sup>th</sup> March 2022. At CEO Meeting on 20<sup>th</sup> September 2023 NMDDC agreed to retain the position of lead Council for DBEC subject to further review of DBEC Government arrangements which may need reflected in this agreement.

## 6. Lead Council Roles and Responsibilities

### (a) Administer the DBEC Resource team

On behalf of the Collaborating Members, the Lead Council will be responsible for the recruitment, procurement (where relevant) and management of the DBEC Resource Team posts, as appropriate, that will carry out the shared functions of the Collaboration. It will assure the work of the DBEC Resource.

During the period of a secondment, the secondee remains an employee of their employing Council along with their respective terms and conditions, with the exception of those identified at the time of recruitment. As such, no employment liability is created for the Lead Council (*unless the Lead Council is the employer of the secondee*). The employing Council(s) will draw down the salaries (including mileage and subsistence) costs from the Lead Council through the DBEC finance budgets at a frequency to be agreed. The Lead Council will be responsible for the administration of payments relating to the DBEC Resource team.

### (b) Financial and Audit

The Lead Council will provide accounting and financial management for the Collaboration, through its finance function. The Lead Council will provide financial information and governance documentation and any other assistance required for external audit.

The Lead Council may perform internal auditing of the Collaboration arrangements in line with the standard of the Lead Council's audit processes and make available the results of all audits to the Collaborating Members through the regular reporting mechanisms of the Collaboration governance.

### (c) Insurance

The Lead Council will ensure that it maintains adequate employers' liability and public liability insurance to cover its liabilities as may arise in the course of the agreement and shall produce evidence of same upon request. For the avoidance of doubt, the Lead Council will not indemnify Collaborating Members against any losses they may sustain of any nature as a result of participating in this Collaboration.

### (d) Provide Governance Support

The Lead Council, via the DBEC Resource, will request and co-ordinate input from the Collaborating Members wherever it is required.

The Lead Council, via the DBEC Resource, will ensure the governance groups are provided with such materials, reports and so on as they may require within the Collaboration arrangement.

The Lead Council, via the DBEC resource, will ensure the administration of the meetings of the governance groups described in the governance section of this agreement to ensure effective governance.

The Lead Council, via the DBEC Resource, will inform the DBEC Directors Group in a timely manner of all significant and / or untoward events especially those likely to attract media attention or become the subject of legal action which includes any circumstance which will or may affect the ability of the Collaboration to meet the targets set out by the Collaboration.

(e) Manage the Procurement Vehicles

The Lead Council will be responsible for the procurement of consulting resources and any other third-party support required, and for the payment of consulting contracts.

The Lead Council, via the DBEC Resource, will manage procurement processes according to their Council's Procurement Policy.

As the current Lead Council, Newry, Mourne and Down District Council will manage procurement processes according to their Council's Procurement Policy as amended from time to time. The Lead Council's Procurement Policy can be accessed at [Procurement Policy \(newrymournedown.org\)](http://ProcurementPolicy(newrymournedown.org)), and may be updated from time to time.

However, other Collaborating Members's may also operate procurement processes on behalf of the Collaboration by agreement with the Lead Council.

The approval thresholds to enable procurements to proceed will be in line with the procurement policy of the Lead Council, or the Collaborating Member leading on the procurement.

All proposed expenditure is to be presented at both Directors and CEOs Steering Group meetings.

The Lead Council will take reasonable steps to attempt to keep all costs in relation to the Collaboration within the Collaboration Budget for the relevant Financial year.

## **7. Authority of Lead Council**

Each Collaborating Member hereby agrees that the Lead Council has power to procure and award all necessary Contracts required to deliver against the Collaboration and the Strategy and Action Plan. The Lead Council shall ensure that information in respect of such Contracts are made available to the other Collaborating Members on request and as required for participation in the Collaboration and the Governance Structure.

Each Collaborating Member hereby agrees that the Lead Council has power to ask another Collaborating Member to award such contracts as are required to deliver against the Collaboration and the Strategy and Action Plan.

## **8. Collaborating Members Obligations**

### **(a) Work Together in the Collaboration**

The Collaborating Members will work together and actively participate in the DBEC Collaboration to support the DBEC Resource Team in achieving the Collaboration objectives.

In particular, the Collaborating Universities will seek to assist DBEC through their expertise in the delivery of evidence-based research, policy development and wider stakeholder engagement. Where relevant and appropriate, the Collaborating Universities will utilise their connections to cross-border and international research networks to advance the Strategy and Action Plan.

Collaborating Members will adhere to the DBEC governance structure and ensure that activities are delivered, and actions taken as required.

Collaborating Members will be accountable for the performance of the respective roles and responsibilities set out in this agreement.

Collaborating Members will be open and transparent and communicate openly about major concerns, issues or opportunities relating to the DBEC Collaboration and its programmes and projects.

Collaborating members will learn, develop and seek to achieve the full potential of the Collaboration. In respect of the Collaboration aims, they will share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost.

In the event that a Collaborating Member is asked to procure a contract by the Lead Council they will follow their Procurement Policy and will ensure best value for the Collaboration.

(b) Support the Governance Structure

Collaborating members will undertake all of the DBEC Collaboration responsibilities under the direction and guidance of the DBEC CEOs Group and DBEC Directors Group.

Collaborating members will support the shared activities of the DBEC Resource team and enable it to represent individual organisation interests to stakeholders, suppliers, DBEC CEOs Group and DBEC Directors Group as required and appropriate.

Collaborating members will respect the remit of DBEC Resource team, the DBEC CEOs Group and DBEC Directors Group to enforce the terms of DBEC agreement on suppliers and all Collaborating Members.

Collaborating Members will act at all times in a way that is not detrimental to the reasonable and agreed participation of other Collaborating Members.

Each Collaborating Member will have appropriate insurance in place for the duration of the agreement and can provide satisfactory documentary evidence of the insurance effected and maintained upon request by the Lead Council.

## **9. Costs and Payment**

Collaborating Councils and the Lead Council will make financial contributions to the operation of the DBEC Collaboration.

Each Collaborating Council and the Lead Council will be responsible for the payment of the operational costs of the Collaboration. Each Collaborating Council and the Lead Council will pay the agreed percentage of the Collaboration Budget which said percentages are set out in Part 1 of Schedule 3.

The anticipated Collaboration Budget of the Collaboration in the year 2023 / 2024 is set out in Part 2 of Schedule 3 which may be varied from time to time by the Directors Steering Group and agreed by the CEOs Steering Group.

Each Collaborating Council hereby agree that in addition to the payment of the relevant percentage of the agreed Collaboration Budget (as varied from time to time) they will pay the same percentage of any Collaboration costs beyond the Collaboration Budget set out in Schedule 3 (as varied by agreement).

In the event that the Lead Council suffers or incurs a liability as a result of its role as Lead Council each Collaborating Council shall be responsible for the payment of such

liability in accordance with the proportions set out for each Collaborating Council set out in Part 1 of Schedule 3.

The Lead Council shall invoice each Collaboration Council in respect of budgeted costs in January 2024 and each anniversary thereof throughout the Term of this agreement in respect of the Collaboration Budget due for the relevant year (running from 1<sup>st</sup> January until 31<sup>st</sup> December in the relevant year) to come. In the event that the Collaboration Costs exceed the Collaboration Budget or the Lead Council incurs a Liability as a result of its role as Lead Council then the Lead Council will invoice the Collaborating Councils the following January or as and when necessary.

The Collaboration Budget shall be based on the Euro currency, however invoices can be issued in Euro or Sterling as agreed with each Collaborating Council. The value of the sterling invoice will be determined by the exchange rate on the day of invoicing.

Unless otherwise specified sums invoiced by the Lead Council are exclusive of VAT which shall be included in invoices and payable in addition to the sum invoiced.

The Lead Council will hold budgets in the currency received and can exchange budgets as required as the currency of agreed expenditure is determined. DBEC Resource will report on expenditure incurred and forecast on a quarterly basis at the meetings of Directors and CEOs Steering Groups.

Collaborating Councils shall pay an invoice issued to it within 30 days of the date of the Invoice

If a party fails to make any payment due to another party under this agreement by the due date for payment then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above Danske Bank Limited's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The defaulting party shall pay the interest together with the overdue amount.

All amounts due under this agreement shall be paid in full without any set – off, Counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **10. Data Protection**

Each Collaborating Member shall, at its own expense, ensure that it complies with and assists the other Collaborating Members to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation, the Data Protection Legislation applicable in the relevant legal jurisdiction within which the relevant Collaborating Member or Collaborating Members are situated.

## **11. Freedom of Information “FOI”**

Collaborating members who receive a request for information relating to the Collaboration and which the Collaborating Member is treating under as an FOI under the FOI legislation or regulations applicable in the relevant legal jurisdiction within which the relevant Collaborating Member is situated should:

- a. Notify the Lead Council of the request within two working days;
- b. Issue a 'draft response' for consideration to the Lead Council who may provide comment within 3 working days;
- c. Provide the Lead Council with a decision on whether the Lead Council's comments are accepted or rejected. If rejected include a rationale; and
- d. Provide the final response issued to the request by the Collaborating Member.

## **12. Indemnity**

Subject to fulfilment by the Lead Council of its obligations under this agreement, the Collaborating Councils and Collaborating Universities shall on a several basis, indemnify the Lead Council against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Lead Council arising out of or in connection with:

- a. the breach of the UK Data Protection Legislation by one or more of the Collaborating Members or
- b. the breach of this agreement by one or more of the Collaborating Members,
- c. any claims made by staff of the DBEC Resource.

except to the extent that the liability arises as a direct result of the action or omission of the Lead Council.

If a payment due from the indemnifying party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax.

Nothing in this clause shall restrict or limit the indemnified party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.



### 13. Termination of Agreement

Without affecting any other right or remedy available to it, any Collaborating Member may terminate this agreement or with immediate effect by giving written notice to the other Collaborating Members if:

- i. any Collaborating Member fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 10 Business Days after being notified in writing to make such payment
- ii. any Collaborating Member commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;
- iii. any Collaborating Member repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- iv. any other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- v. in accordance with clause 15.
- vi. the Lead Council resigns from its role as Lead council, and no alternative Lead council can be appointed.

For the purposes of clause i, **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this agreement; over any 6-month period during the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

### 14. Consequences of Termination

On termination of this agreement in respect of any party the following clauses shall continue in force:

- i. Clause 9 (Costs and payment);
- ii. Clause 10 (Data protection);
- iii. Clause 11 (Freedom of Information)
- iv. Clause 12 (Indemnity);
- v. Clause 15 (Force Majeure);

- vi. Clause 19 (Expert Advice)
- vii. Clause 21 (Relationship of the Collaborating Members)
- viii. Clause 22 (variation)
- ix. Clause 22 (Governing law); and
- x. Clause 24 (Jurisdiction).

Termination of this agreement in respect of any party shall not affect any rights, remedies, obligations or liabilities of the Collaborating Members that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

## **15. Force Majeure**

No party hereto shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of time for performing such obligations. If the period of delay or non-performance continues for 8 weeks, any party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

## **16. Entire Agreement**

This agreement constitutes the entire agreement between the Collaborating Members and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this agreement.

## **17. Review**

This Agreement shall be reviewed on an annual basis by the Directors Steering Group.

The Chief Executive Officers Steering Group may agree to extend the scope of the Collaboration, if identified as required to progress the delivery of the DBEC Collaboration and against the DBEC Strategy and Action Plan.

The Chief Executive Officers Steering Group may agree to extend or shorten the Agreement's duration as required, and to add new members where appropriate.

The Chief Executive Officer Steering Group may agree to make changes to the terms of reference of the DBEC Governance Bodies, or to the contents of this Agreement.

Any changes to the terms of this agreement agreed after the annual review will be recorded in writing and signed by all Collaborating Members in accordance with Clause 22.

## **18. Rotation of Lead Council**

Newry, Mourne and Down District Council is the current Lead Council. The Lead Council may rotate on a biennial basis by agreement of both DBEC Directors Steering Group and DBEC Chief Executive Steering Group. Should Newry, Mourne and Down District Council decide that it wishes to resign from its role as Lead Council, it may do so by giving the other Collaborating Members 30 days' notice of its intention. The other Collaborating members shall use their best endeavours to appoint a new Lead Council within this 30-day time period.

If rotation of the role of Lead Council is proposed and agreed by the Directors and CEOs Steering Groups, or a new Lead council is appointed in any other circumstances, a Lead Council transfer plan will be established and agreed between the outgoing Lead Council and the incoming Lead Council. The transfer plan will outline the process for the transfer of management of the DBEC Resource, DBEC finances, DBEC social media platforms, and DBEC supplier contracts. It is anticipated that any live supplier contracts would remain under the outgoing Lead Councils procurement team.

## **19. Expert Advice**

The Lead Council shall be at liberty to procure whatever expert advice it requires, including legal, to undertake its responsibilities under this Agreement, and the costs of such expert advice shall be shared between the Collaborating Members in accordance with clause 9.

## **20. Dispute Resolution**

In the Event of any disagreement between the Collaborating members the matter may be referred by any of the Collaborating members to a suitable independent person to be agreed by the Collaborating Members for determination, failing which to a person nominated by the President for the time being of the Law Society of Northern Ireland.

## **21. Relationship of the Partnership Members**

For the avoidance of doubt this Agreement shall not be construed as a Partnership Agreement within the meaning of Section 1 of the Partnership Act 1980 nor is there any intention on the part of the Collaborating Members to form a Partnership.

## **22. Variation**

Any variation to this agreement shall be in writing and signed by all Collaborating members.

## **23. Governing Law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.

## **24. Jurisdiction**

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

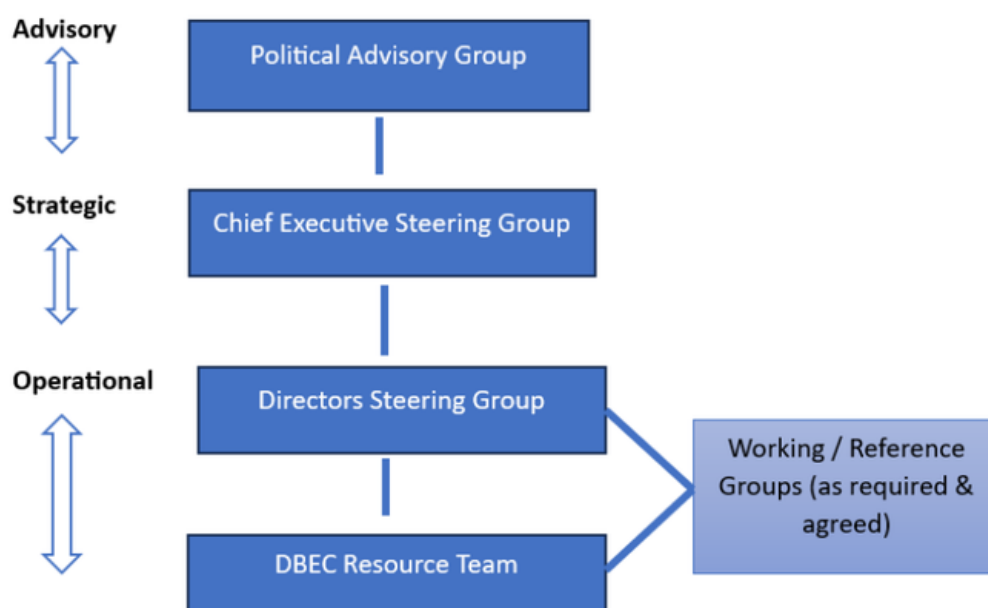
### SCHEDULE ONE: DBEC Strategy and Action Plan

DBEC Strategy and Action Plan available at [Research | Dublin Belfast Economic Corridor \(dbec.info\)](https://research.dublinbelfasteconomiccorridor.com/dbec/info)

### SCHEDULE TWO: Governance Structure

A Governance structure was agreed by Chief Executives; it was recognised that a continued high level of engagement from Collaborating Councils and Collaborating Universities at a senior level is required to achieve the ambition of the Collaboration.

The Governance Structure is shown below:



#### Advisory Management Level

<b>Political Advisory Group</b>	
Role	<ul style="list-style-type: none"> <li>- To provide input and direction to achieve the ambitions of the Dublin Belfast Economic Corridor</li> <li>- To provide political support and support political engagement in pursuit of Collaboration objectives</li> <li>- To provide advice and guidance to the Chief Executive Officers Steering Group</li> </ul>
Members	<ul style="list-style-type: none"> <li>- 24 Elected Representatives in total</li> <li>- 3 nominated elected representatives from each Collaborating Council</li> </ul>

Function	<ul style="list-style-type: none"> <li>- 2 Co-Chairs will be elected, with representation North and South</li> <li>- The roles of Co-Chair will be elected every 2<sup>nd</sup> year.</li> <li>- For each meeting of the PAG, the role of the Chair will rotate between each Co-Chair</li> </ul>
Communication Flow	<ul style="list-style-type: none"> <li>- Directly to relevant Council committees</li> <li>- Correspond down to Council Chief Executives</li> </ul>
Frequency of meetings	<ul style="list-style-type: none"> <li>- Meetings will take place quarterly, in person.</li> <li>- While in person meetings are favoured, hybrid / online meetings will be facilitated were required.</li> </ul>

Strategic Management Level

<b>Chief Executives Steering Group</b>	
Role	<ul style="list-style-type: none"> <li>- To set the vision and provide strategic input and direction to achieve the ambition of the Dublin – Belfast Economic Corridor</li> <li>- To maintain a strategic overview of the Collaboration</li> <li>- To champion the aims and work of the Collaboration</li> <li>- To act as a communication channel into Council bodies and Department teams</li> <li>- To provide high level support in pursuit of the Collaboration objectives</li> <li>- Lead on political engagement</li> <li>- Review progress on delivery against Collaboration objectives</li> </ul>
Members	<ul style="list-style-type: none"> <li>- 8 Council Chief Executives, one from each of the Collaborating Councils</li> <li>- 2 senior Collaborating University representatives, 1 from Dublin City University and 1 from Ulster University</li> </ul>
Function	<ul style="list-style-type: none"> <li>- A Chair will be elected and rotate annually across each of the Collaborating Councils with a balance of representation north and south</li> <li>- The Chair, working with the DBEC Resource, will be responsible for organising meetings, setting the agenda, and allocating key action points</li> </ul>

Communication Flow	<ul style="list-style-type: none"> <li>- Correspond up to Political Advisory Group and directly to relevant Collaborating Council Committees</li> <li>- Correspond down to Directors Steering Group</li> </ul>
Frequency of meetings	<ul style="list-style-type: none"> <li>- Meetings will take place bi-monthly, in person.</li> <li>- While in person meetings are favoured, hybrid / online meetings will be facilitated were required</li> </ul>

Operational Management Level

<b>Directors Steering Group</b>	
Role	<ul style="list-style-type: none"> <li>- To provide overall operational level guidance to achieve the ambition of the Dublin – Belfast Economic Corridor as defined in the Action Plan</li> <li>- To develop an action plan, and manage the delivery of ambitions of the Collaboration</li> <li>- To provide support in pursuit of the operational delivery of the Collaboration objectives</li> <li>- Liaise with reference groups on specific work streams</li> <li>- Manage engagement with internal and external stakeholders</li> <li>- Review progress on delivery against Collaboration objectives</li> <li>- Provide strategic assurance of financial and auditing activity</li> <li>- Make financial decisions, and seek internal Council approvals were required and appropriate</li> </ul>
Members	<ul style="list-style-type: none"> <li>- 8 council Directors, one from each of the Collaborating Councils</li> <li>- 2 Director level University representatives, 1 from each of the Collaborating Universities</li> <li>- Other Director level organisational representatives, in an advisory capacity, as deemed appropriate</li> </ul>
Function	<ul style="list-style-type: none"> <li>- The Lead Council will assume the role of the Chair of the Directors Steering Group<sup>2</sup></li> <li>- The Chair, working with the DBEC Resource, will be responsible for organising meetings, setting the agenda, taking, and allocating key action points</li> </ul>

- <sup>2</sup> At Directors meeting on 30<sup>th</sup> March 2022, it was agreed that the Lead Council would also act at Chair of the Directors Steering Group.

Communication Flow	<ul style="list-style-type: none"> <li>- Correspond up to CEO Steering Group, and directly to relevant Collaborating Council Committees and Council Departmental teams</li> <li>- Correspond down to DBEC Resource Team</li> </ul>
Frequency of meetings	<ul style="list-style-type: none"> <li>- Meetings will take place monthly, in person.</li> <li>- While in person meetings are favoured, hybrid / online meetings will be facilitated were required</li> </ul>

<b>Working Groups / Reference Groups</b>	
Role	<ul style="list-style-type: none"> <li>- Created as and when required, to support the strategic direction of the Collaboration</li> <li>- Created to provide practical advice and insights into thematic work areas, including shaping work plan development based on sector/subject area specialism.</li> <li>- Created based on identification of collaborative projects</li> <li>- Potential thematic areas, including but not limited to:                             <ul style="list-style-type: none"> <li>o Skills</li> <li>o Research &amp; Development</li> <li>o Innovation</li> <li>o Infrastructure</li> <li>o Funding</li> <li>o Investment</li> <li>o Communication and marketing</li> </ul> </li> </ul>
Members	<ul style="list-style-type: none"> <li>- Representation identified and agreed at the Directors Steering Group dependant on requirement</li> <li>- A representative from the Director Steering Group will sit on each reference group</li> </ul>
Function	<ul style="list-style-type: none"> <li>- The representative Director will Chair each meeting</li> <li>- The Chair, working with the DBEC Resource, will be responsible for organising meetings, setting the agenda, taking, and allocating key action points</li> </ul>
Communication Flow	<ul style="list-style-type: none"> <li>- Correspond up to Directors Steering Group and correspond directly to DBEC Resource Team</li> </ul>
Frequency of meetings	<ul style="list-style-type: none"> <li>- To be agreed via ToR set for each working group / reference group</li> </ul>



## SCHEDULE THREE: Financial Model

### PART 1: AGREED PERCENTAGES

	Population Nr	% Population *
Dublin City Council	592,713	27.20%
Belfast City Council	345,418	15.85%
Fingal County Council	330,506	15.17%
Armagh City, Banbridge & Craigavon Borough Council	218,656	10.03%
Meath County Council	220,826	10.13%
Newry, Mourne and Down District Council	182,074	8.36%
Lisburn and Castlereagh City Council	149,106	6.84%
Louth County Council	139,703	6.41%
	<b>2,179,002</b>	<b>100.00%</b>

- Population figures updated August 2023. Sources:
- Census 2021 Main statistics for Northern Ireland - Statistical bulletin - Demography and households (nisra.gov.uk)
- CSO.ie / Census 2022 / [Profile 1 - Population Distribution and Movement / F1004A - Population](#)

## PART 2: COLLABORATION BUDGET

- Operational Budget and apportionment of costs

It was agreed at the Political Advisory Group<sup>3</sup> that the Collaborating Council and the Lead Council from the DBEC Collaboration would jointly fund the resources to ensure there are focused resources in place to deliver against the DBEC Strategy and Action Plan. A budget as outlined below was agreed to support costs associated with the DBEC Resource, a small operational budget and overheads<sup>4</sup>.

It was agreed that the budget would be apportioned across the Collaborating Councils and the Lead Council based on percentage share of population. The tables below outline the budget allocation against the share of population. (Note budget allocation for 2024/25 has been updated with recent population data.)

DBEC is initially funded 100% by Collaborating Council's and the Lead Council. The total quantum of funding covered by the respective Councils does not decrease over time as the Collaboration develops; However other funding sources instead will be explored to expand the Collaborations operation.

The lead Council will invoice Collaborating Councils in January for contributions towards the forthcoming financial year. Invoices can be issued in Euro or Sterling as agreed with each Collaborating Council. The value of the sterling invoice will be determined by the exchange rate on the day of invoicing.

The Lead Council will hold budgets in the currency received and can exchange budgets as required as the currency of agreed expenditure is determined. DBEC Resource will report on expenditure incurred and forecast on a quarterly basis at the meetings of Directors and CEOs Steering Groups.

<b>INCOME CHARGED to Partnership – 2023/24</b>		<b>(January 2023 / Paid)</b>
	<b>% of Population</b>	<b>Budget</b>
Dublin City Council	27.53	€ 71,575.60
Belfast City Council	16.57	£35,805.83
Fingal County Council	14.69	£33,295.81
Armagh City, Banbridge & Craigavon Borough Council	9.91	£21,415.98
Meath County Council	9.68	€ 25,174.09
Newry, Mourne and Down DC	8.52	£18,395.97
Lisburn & Castlereagh Borough Council	6.69	£14,459.88
Louth County Council	6.4	€ 16,634.90
		<b>€ 113,384.59</b>
		<b>£123,373.47</b>

<sup>3</sup> At the PAG held on 14<sup>th</sup> October 2022

<sup>4</sup> This was considered and agreed at Sept 2022 Directors Steering Group and October 2022 CEO Steering Group. It was noted at the October 2022 Political Advisory Group

**Forecast Budget Requirement – based on updated population data**

	<b>Population Nr</b>	<b>% Population *</b>	<b>Budget</b>
Dublin City Council	592,713	27.20%	€70,722
Belfast City Council	345,418	15.85%	€41,215
Fingal County Council	330,506	15.17%	€39,436
Armagh City, Banbridge & Craigavon Borough Council	218,656	10.03%	€26,090
Meath County Council	220,826	10.13%	€26,349
Newry, Mourne and Down District Council	182,074	8.36%	€21,726
Lisburn and Castlereagh City Council	149,106	6.84%	€17,792
Louth County Council	139,703	6.41%	€16,670
	<b>2,179,002</b>	<b>100.00%</b>	<b>€260,000</b>

**Present when the corporate seal of the below Council was affixed hereto:**

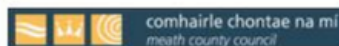
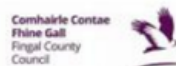
**Council: Armagh City, Banbridge and Craigavon Borough Council**

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**Signed: Chairperson (Amend as appropriate & delete red text)**

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**Signed: Clerk and Chief Executive (Amend as appropriate & delete red text)**



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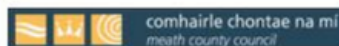
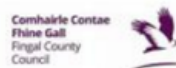
**Council: Belfast City Council**

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**Signed: Chairperson (Amend as appropriate & delete red text)**

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**Signed: Clerk and Chief Executive (Amend as appropriate & delete red text)**



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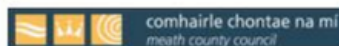
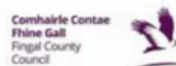
**Council: Dublin City Council**

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**Signed: Chairperson (Amend as appropriate & delete red text)**

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**Signed: Clerk and Chief Executive (Amend as appropriate & delete red text)**



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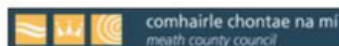
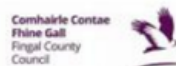
**Council: Fingal County Council**

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**Signed: Chairperson (Amend as appropriate & delete red text)**

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**Signed: Clerk and Chief Executive (Amend as appropriate & delete red text)**



**Present when the corporate seal of the below Council was affixed hereto:**

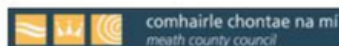
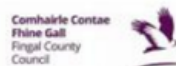
**Council: Lisburn and Castlereagh City Council**

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**Signed: Chairperson (Amend as appropriate & delete red text)**

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**Signed: Clerk and Chief Executive (Amend as appropriate & delete red text)**





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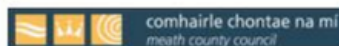
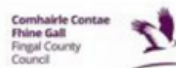
**Council: Louth County Council**

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**Signed: Chairperson (Amend as appropriate & delete red text)**

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**Signed: Clerk and Chief Executive (Amend as appropriate & delete red text)**



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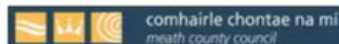
**Council: Meath County Council**

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**Signed: Chairperson (Amend as appropriate & delete red text)**

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**Signed: Clerk and Chief Executive (Amend as appropriate & delete red text)**



**Present when the corporate seal of the below Council was affixed hereto:**

**Council: Newry, Mourne and Down District Council**

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**Signed: Chairperson (Amend as appropriate & delete red text)**

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**Signed: Clerk and Chief Executive (Amend as appropriate & delete red text)**



**Present when the corporate seal of the below University was affixed hereto:**

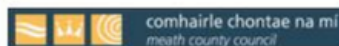
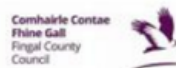
**University: Dublin City University**

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**Signed: Chairperson (Amend as appropriate & delete red text)**

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**Signed: Clerk and Chief Executive (Amend as appropriate & delete red text)**



**Present when the corporate seal of the below University was affixed hereto:**

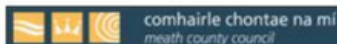
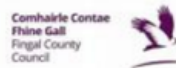
**University: Ulster University**

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**Signed: Chairperson (Amend as appropriate & delete red text)**

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**Signed: Clerk and Chief Executive (Amend as appropriate & delete red text)**



## Rural Needs Impact Assessment for the Dublin Belfast Economic Corridor – Partnership Strategy and Action Plan

### Section 1 - Defining the activity subject to Section 1(1) of the Rural Needs Act (NI) 2016

#### 1A. Name of Public Authority

**Newry, Mourne and Down District Council is the administrative lead for the Dublin Belfast Economic Corridor (DBEC) Partnership.**

The partnership came together in 2018, to work collectively to find ways of realising potential benefits for further development along the Corridor. The administrative geography of DBEC reflects the eight Councils who formed a local authority network driven by the idea of looking afresh at the opportunities associated with the corridor.

Dublin Belfast Economic Corridor (DBEC) Partnership includes the following 8 Councils.

1. Armagh City, Banbridge and Craigavon Borough Council
2. Belfast City Council
3. Dublin City Council
4. Fingal County Council
5. Lisburn and Castlereagh City Council
6. Louth County Council
7. Meath County Council
8. Newry, Mourne and Down District Council

and the following 2 Universities:

1. Ulster University
2. Dublin City University

#### 1B. Please provide a short title, which describes the activity being undertaken by the Public Authority that is subject to the Section 1(1) of the Rural Needs Act (NI) 2016.

The development, implementation, and delivery of the Dublin Belfast Economic Corridor (DBEC) Partnership Strategy and Action Plan 2022. The Strategy sets out the strategic vision and associated actions for the Partnership, and the agreed governance arrangements in place for the administration of the partnership and associated actions.

#### 1C. Please indicate which category the activity specified in Section 1B above relates to.

Developing a	Policy <input type="checkbox"/>	Strategy <input checked="" type="checkbox"/>	Plan <input checked="" type="checkbox"/>
Adopting a	Policy <input type="checkbox"/>	Strategy <input checked="" type="checkbox"/>	Plan <input checked="" type="checkbox"/>
Implementing a	Policy <input type="checkbox"/>	Strategy <input checked="" type="checkbox"/>	Plan <input checked="" type="checkbox"/>

Revising a	Policy <input type="checkbox"/>	Strategy <input type="checkbox"/>	Plan <input type="checkbox"/>
Designing a Public Service	<input type="checkbox"/>		
Delivering a Public Service	<input checked="" type="checkbox"/>		

**1D. Please provide the official title (if any) of the Policy, Strategy, Plan for Public Service document or initiative relating to the category indicated in Section 1C above.**

- Dublin Belfast Economic Corridor – Partnership Strategy – 2022
- Dublin Belfast Economic Corridor – Partnership Action Plan - 2022

**1E. Please provide details of the aims and/or objectives of the Policy, Strategy, Plan or Public Service.**

DBEC Ambition

- To become a leading economic corridor in Europe, achieving sustainable growth through collaborative R&D, a highly skilled workforce and enabling infrastructure

DBEC Vision

- Raise the profile of the Dublin – Belfast Corridor to be world renowned as an international centre for growth.

DBEC Aims | Objectives.

Following analysis of existing cross border bodies, a gap in the ecosystem has been identified for DBEC to align with stakeholders on corridor-specific economic growth initiatives. Strategic Objectives are as follows:

- Increase skills and training to meet the labour requirements of the region, building on and expanding the existing workforce.
- Advocate for cross border infrastructure to strengthen connectivity and access to markets and labour.
- Enhance cross border collaboration in R&D and Innovation, targeting investment in high growth sectors and the green economy.
- Promote sustainable and climate conscious growth along the corridor, aligned with councils' development plans and wider policy objectives.
- Align with and support economic development partners to increase trade and investment along the corridor.
- Market the region and elevate the DBEC brand so that the region becomes globally renowned as an attractive place to live and do business.

The Strategy and Action Plan draws on a breadth of research, consultation and analysis to develop a strategy for the direction of the Dublin Belfast Economic Corridor (DBEC) over a period to 2030. In delivering the Strategy and Action Plan:

- DBEC will align to stakeholders on corridor-specific economic growth initiatives and aim to create additionality for the region's economy.
- DBEC will use its independent voice to play a vital role in driving high economic growth and improving overall competitiveness along the corridor.

## Section 2 – Understanding the impact of the Policy, Strategy, Plan or Public Service

**2A. Is the Policy, Strategy, Plan or Public Service likely to impact on people in rural areas?**

Yes  No  If the response is **NO** GO TO Section 2E.

**2B. Please explain how the Policy, Strategy, Plan or Public Service is likely to impact on people in rural areas.**

The work of the DBEC Partnership is expected to impact **positively** all those who live in, work in, study, invest in or visit the region.

There are a number of key strengths which have been identified along the entire Economic Corridor such as

- Population Growth
- Educational Attainment of the population
- Agglomeration economies and clustering
- Connections to the world (ports and airports)
- Attractiveness to FDI.

The geographical definition used for the Dublin–Belfast Economic Corridor is intended to combine both administrative and functional geography. The administrative boundaries reflect the eight Councils who have formed a local authority network driven by the idea of looking afresh at the opportunities associated with the Corridor. The functional geography is intended to reflect a region which contains the significant road and rail infrastructure links between Dublin and Belfast.

There are also sectoral concentrations and strengths of the Corridor, particularly across tradable services (including ICT, Professional Services and Financial Services) as well as high tech Manufacturing and Construction). Concentration analysis show how the services sectors are particularly strong in individual Council areas such as Dublin, Fingal and, to a lesser extent, Belfast. Manufacturing also has its local concentrations in ABC, Louth and Meath.

Alongside these concentrations the Councils themselves have identified sectoral priorities for their areas, based on current strengths and aspirations around capturing emerging sectoral trends. The aim here is



to develop networks and clusters of firms and related research strengths. These typically reflect the concentrations in tradeable services, though at a more granular level the likes of cyber security (Belfast), creative industries (Dublin and Belfast), 'digital' (ABC, Louth and NMD), all feature. Showing the general importance of Agri-Food, in spite of threats from Brexit, Louth, ABC and Meath all regard this as a continuing priority sector for them.

The work across the entire DBEC region identifies potential areas for cooperation which could create a stronger trajectory for growth. It is likely to impact rural communities positively as it enables equal access to support service.

Supporting individuals and businesses located in rural areas may require an adjusted delivery to meet specific rural needs.

**2C. If the Policy, Strategy, Plan or Public Service is likely to impact on people in rural areas differently from people in urban areas, please explain how it is likely to impact on people in rural areas differently.**

It is important to heed the warning that 'no one-size fits all approach' for achieving impact across the towns, cities and rural regions of the DBEC geography. By its very nature, the DBEC region has a mix of urban and rural settlements, population, businesses, labour market and educational institutions. However, the macro-economic factor opportunities for promoting the Economic Corridor affords a chance to showcase the strengths, weaknesses, and complementarities of the different sides of the cross-border territory, but also highlight the economic and knowledge flows that characterise it.

The DBEC Strategy and Action Plan will have the same beneficial impact on both the rural and urban areas of the region. The outworking's from the Strategy and Action Plan will be open to individuals and businesses, regardless of geography or background. The opportunities will be made available to enable access to all within the Councils' areas. In terms of events and workshops, these will also be offered online to help people overcome barriers of attending in person if this is not option. Where broadband issues arise, individuals or businesses will be signposted to the closest available wi-fi centres or in person events. The service will also be flexible in terms of appointments so that individuals or businesses can work around transport and/or childcare constraints.

**2D. Please indicate which of the following rural policy areas the Policy, Strategy, Plan or Public Service is likely to primarily impact on.**

Rural Businesses	<input checked="" type="checkbox"/>
Rural Tourismx	<input checked="" type="checkbox"/>
Rural Housing	<input checked="" type="checkbox"/>
Jobs or Employment in Rural Areas	<input checked="" type="checkbox"/>
Education or Training in Rural Areas	<input checked="" type="checkbox"/>
Broadband or Mobile Communications in Rural Areas	<input checked="" type="checkbox"/>

Transport Services or Infrastructure in Rural Areas

Poverty in Rural Areas

Deprivation in Rural Areas

Rural Crime or Community Safety

Rural Development

Agri-Environment

Other (Please state)

**If the response to Section 2A was YES GO TO Section 3A**

**2E. Please explain why the Policy, Strategy, Plan or Public Service is NOT likely to impact on people in rural areas.**

N/A

### **Section 3 – Identifying the Social and Economic Needs of Persons in Rural Areas**

**3A. Has the Public Authority taken steps to identify the social and economic needs of people in rural areas that are relevant to the Policy, Strategy, Plan or Public Service?**

Yes

No

If the response is **NO** GO TO Section 3E.

**3B. Please indicate which of the following methods or information sources were used by the Public Authority to identify the social and economic needs of people in rural areas.**

Consultation with Rural Stakeholders	<input type="checkbox"/>	Published Statistics	<input checked="" type="checkbox"/>
Consultation with Other Organisations	<input checked="" type="checkbox"/>	Research Papers	<input checked="" type="checkbox"/>
Surveys or Questionnaires	<input type="checkbox"/>	Other Publications	<input checked="" type="checkbox"/>
Other Methods or Information Sources (include details in Question 3C below).			<input checked="" type="checkbox"/>

**3C. Please provide details of the methods and information sources used to identify the social and economic needs of people in rural areas including relevant dates, names of organisations, titles of publications, website references, details of surveys or consultations undertaken etc.**

The DBEC Strategy and Action Plan has been informed and shaped by research and consultation. This sets out information including that related to population, multiple deprivation, access to services, economy, income and transport, housing, crime, and health and wellbeing. In addition to the specific research for the service it has also been shaped through local intelligence at an individual Council level

Specific research includes:

- Central Bank of Ireland, (2022). Quarterly Bulletin, June 2022
- Council respective development plans: Belfast local development plan 2035 (currently draft), Lisburn & Castlereagh local development plan 2032 (currently draft), Armagh City, Banbridge and Craigavon local development plan 2030, Newry, Mourne and Down District Council local development plan 2030, Louth County development plan 2021-27, Meath County development plan 2021-27, Dublin City Council development plan 2022-28 (currently draft)
- CSO, (2022). CSO Statistical Databases
- ESRI (Quarterly Economic Commentary, Summer 2022),
- Eurostat
- Department of Finance, (2021). Budget 2021
- Department of Public Expenditure and Reform (2021) National Development Plan 2021-2030
- Department for the Economy, (2021). UK Higher Education Institutions Northern Ireland Analysis
- Fáilte Ireland, Stats and Figures
- HEA, (2021). Key facts figures.
- International economic corridors consultations and respective websites; Greater Copenhagen, Greater Phoenix Economic Council, Malaysia Northern Econ Corridor, Research Triangle Regional Partnership, Oxford-Cambridge Arc, Northern Corridor (Canada)
- Invest NI, (2021). Invest NI Performance Council Area 2021
- ONS, Statistical Databases
- National Transport, (2019). Heavy Rail Census Report
- NIRSRA, (2022). Northern Ireland Statistics and Research Agency
- Northern Ireland Executive (2021) Investment Strategy for Northern Ireland – Draft Consultation Document
- Tourism NI, Stats and Figures
- Ulster Bank, (2022). Northern Ireland PMI, May 2022

**3D. Please provide details of the social and economic needs of people in rural areas which have been identified by the Public Authority**

The DBEC Region covers the 100 miles between Dublin and Belfast and has a population of over £2 million (and growing). The main economic engines of the region are the Greater Dublin Area (Dublin City | Fingal | Drogheda | Dundalk) and the Belfast/ Lisburn/ Newry /Armagh & Craigavon areas.

The nature of rural industry and employment differs from that across the Cities, Towns and Villages. However, it is widely recognised that difficulties with access to services, and issues with connectivity, social and digital, tend to have a disproportionate impact on rural dwellers. The DBEC Strategy and Action Plan has been developed in recognition of these issues. The implementation of programmes, policies and initiatives will be delivered via a hybrid approach and offer flexibility and ease of access to ALL. Rural enterprises will also be supported in respect of embracing digital technologies.

Local consultation and analysis through participating DBEC Councils and the 2 participating Universities indicate issues/priorities for rural dwellers including:

- Access to services – private transport/ public transport
- Digital Connectivity – broadband speeds and availability.
- Demand for Rural Housing
- Opportunities for young people
- Opportunities for women
- Social Inclusion
- Job Creation/Increased employment rates
- Poverty Reduction
- Rural business sustainability

The 8 Councils that are partners in DBEC have a strong focus to ensure that their local support ecosystems can cater for a wide range of entrepreneurs and enterprise types and are able to participate fully in the economic and social outputs of the DBEC Strategy key enablers (Skills, Infrastructure and R&D)

The DBEC Strategy and Action Plan will complement all 8 Councils current Corporate and Economic Departmental strategies which have a key focus on growing an inclusive economy, encouraging business start-ups, growth ambitions and creating new opportunities for our residents both rural and urban.

**If the response to Section 3A was YES GO TO Section 4A**

**3E. Please explain why no steps were taken by the Public Authority to identify the social and economic needs of people in rural areas?**

N/A

## **Section 4 – Considering the Social and Economic Needs of Persons in Rural Areas**

**4A. Please provide details of the issues considered in relation to the social and economic needs of people in rural areas.**

The DBEC Strategy and Action Plan outlines the vision of DBEC Partnership as follows:

“DBEC to be a leading economic corridor in Europe, achieving sustainable growth through collaborative R&D, a highly skilled workforce and enabling infrastructure”.

Key to achievement of this vision is the progression of 3 key enablers:

- Skills
- Infrastructure, and
- Research and Development.

The Action Plan subsequently defines a number of short-, medium- and long-term actions to be taken forward aligned to these 3 key enablers. Further actions are also associated with marketing, engagement and governance arrangements.

Issues considered in relation to the socio-economic needs of people in rural areas include:

- promotion,
- access to support services/training etc,
- adjustments to delivery to facilitate attendance for young people, older people, women, etc who may live in rural areas and experience travel challenges,
- childcare challenges

In delivering the DBEC Actions, providing support via a variety of means – online, in person, hybrid, different locations, timing etc, will be considered and implemented wherever possible.

## Section 5 – Influencing the Policy, Strategy, Plan or Public Service

**5A. Has the development, adoption, implementation or revising of the Policy, Strategy or Plan, or the design or delivery of the Public Service, been influenced by the rural needs identified?**

Yes  No  If the response is **NO GO TO Section 5C.**

**5B. Please explain how the development, adoption, implementation or revising of the Policy, Strategy or Plan, or the design or delivery of the Public Service, has been influenced by the rural needs identified?**

The core nature of the DBEC Strategy and Action Plan has not been influenced significantly by rural needs but consideration of the specific issues that may affect individuals and businesses in rural areas allow adjustments to be made to the modes of delivery to ensure equal access and participation.

Further consideration/ongoing evaluation will be given to each element of the service to ensure that the DBEC Strategy and Action Plan reacts and responds to issues and needs at a local level, both in rural and urban communities.

The Outputs from the Strategy and Action Plan will be delivered to all areas with an emphasis on online delivery for some elements of the Plan e.g. workshops/events/consultations/surveys.

If the response to Section 5A was YES GO TO Section 6A

**5C. Please explain why the development, adoption, implementation or revising of the Policy, Strategy or Plan, or the design or the delivery of the Public Service, has NOT been influenced by the rural needs identified.**

The DBEC partnership strategy and action plan has been influenced on needs identified across the entire DBEC region, not just exclusively the rural areas.

## SECTION 6 – Documenting and Recording

**6A. Please tick below to confirm that the RNIA Template will be retained by the Public Authority and relevant information on the Section 1 activity compiled in accordance with paragraph 6.7 of the guidance.**

I confirm that the RNIA Template will be retained and relevant information compiled.

<b>Rural Needs Impact Assessment undertaken by:</b>	Elaine McAlinden
<b>Position / Grade:</b>	Partnership Officer – Dublin Belfast Economic Corridor
<b>Division / Branch:</b>	Economy, Regeneration and Tourism
<b>Signature:</b>	
<b>Date:</b>	6 November 2023
<b>Rural Needs Impact Assessment approved by:</b>	Conor Mallon
<b>Position / Grade:</b>	Director of Economy, Regeneration & Tourism
<b>Division / Branch:</b>	Economy, Regeneration and Tourism
<b>Signature:</b>	
<b>Date:</b>	6 November 2023

<b>Committee:</b>	Regeneration and Growth
<b>Date:</b>	7 December 2023
<b>Report from:</b>	Director of Organisation Development and Innovation

<b>Item for:</b>	Decision
<b>Subject:</b>	BRCD Update and Strategic Investment Board Resource Assistance

## 1.0 Background

1. After formal approval and signing of the Belfast Regional City Deal (BRCD) by all City Deal Partners, funding is expected to flow to a number of individual projects and the planned programmes for:
  - a. Digital and Innovation
  - b. Employability and skills
  - c. Tourism and Regeneration
  - d. Infrastructure

This will be on the basis that the necessary business case approvals are in place, subsidy control checks have been completed, proven resource capacity is available and other due diligence criteria have been met.

2. Projects currently being led on this by Councils Officers include:
  - Adopting the role as programme sponsors of the £26m Destination Royal Hillsborough City Deal investment. This included liaison with the BRCD Programme Management Office in Belfast City Council regarding financial and contractual implications and co-ordinating implementation of the project by the Capital Programme Team, Economic Development and Historic Royal Palaces (HRP).
  - Developing up revenue and other capital-based programmes that will utilise external funding streams. These were principally to develop employability and skills opportunities as a consequence of BRCD investment. In addition the proposals will align with growth sectors, improve access to those socially excluded from employment opportunities, and help build digital literacy across the region.

### Key Issues

1. Included at **Appendix 4a** is a summary of the progress with the wider BRCD Programme for Funding. Officers across a range of directorates are involved in supporting the delivery and governance of the initiatives outlined. The most recent of these has been the launch of the Department for Science, Innovation and Technology as well as the Digital Transform Flexible Fund. The latter of these is being positioned by the Economic Development team to sit alongside the UK Shared Prosperity Programme in order to maximise the opportunities for local businesses. A series of engagements has commenced.

2. In addition to the BRCD funding, NI Executive made £100 million available through the complementary fund with £50 million already being allocated to projects across NI. Proposals to this fund need to be cross council with regional impact. Officers have commenced work on a partnership basis with private and educational sectors, along with other Councils in preparation for the release of the remaining funds.
3. LCCC are lead partner delivering on Destination Royal Hillsborough (DRH) with funding agreement in place with Department for Economy (**see Appendix 4b**). A programme board has been established with representatives from Council, Tourism NI, Belfast City Council Project Management Office (BCC PMO), Central Procurement Directorate (CPD) and HRP. The Board ensures administrative and good governance reporting regularly to Council Senior Management Team and BCC PMO.

### **BRCD Resource Allocation**

4. Currently the council funds the following three posts to support delivery of the council's city deal projects. These posts are currently located within the Portfolio Office
  - Programme Co-Ordinator
  - Project Officer
  - Project Support Officer
 This is overseen by the Head of Service post for Portfolio, IT and Commercialisation
5. The Programme Co-ordinator post is currently vacant from September 2023 and prior to this from Nov 2022-Apr 2023. A new replacement is commencing in January 2024 on a 12-month secondment. These periods of vacancies within Portfolio will be offset to cover SIB costs with no additional cost to Council.
6. Members should note that outside of BRCD, these posts also manage and support a number of strategic Council-wide programmes on a cross departmental basis, including provision of support for local communities via the DEA Investment Programme, the Community Investment Fund (CIF), Full Fibre NI, programming support and coordination of projects.
7. Due to vacancies and turnover within our team, combined with the ramping up of BRCD Destination Royal Hillsborough projects, the Council requires interim support from the Strategic Investment Board (SIB) to assist the Project Officer and Project Support Officer in progressing the following areas:
  - In the development of a Community Engagement framework (stakeholder engagement etc),
  - Preparation for the 1<sup>st</sup> Gateway Stage 0 review for DRH (this is a mandatory procurement tool issued by Department of Finance as an external audit to assess and recommend administrative and financial governance)
8. It is proposed we do this through the already agreed protocol the council has with SIB.
9. The timeline of support and advice will be from December 2023 to March 2024, to achieve the above work and to support the new staff member commencing in



	<p>January 2024. These costs will be met by the underspend in salaries within the Portfolio Team at no additional costs to Council.</p>	
2.0	<p><b><u>Recommendation</u></b></p> <p>It is recommended that Members consider and:</p> <ol style="list-style-type: none"> <li>1. Note the progress across the BRCD programme.</li> <li>2. Approve the appointment of the interim SIB resources to assist the Council in moving forward the BRCD DRH programme in line with terms and conditions set out in the Contract for Funding.</li> </ol>	
3.0	<p><b><u>Finance and Resource Implications</u></b></p> <p>Provision for the Destination Royal Hillsborough project costs have been included in the Council's capital programme. Support and advice from SIB will be financed by the underspend in Portfolio Team salaries with no additional cost to Council.</p>	
4.0	<p><b><u>Equality/Good Relations and Rural Needs Impact Assessments</u></b></p>	
4.1	<p>Has an equality and good relations screening been carried out?</p>	<p>Yes</p>
4.2	<p>Brief summary of the key issues identified and proposed mitigating actions <b><u>or</u></b> rationale why the screening was not carried out</p> <p>The Belfast Region City Deal Programme within LCCC 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.</p>	
4.3	<p>Has a Rural Needs Impact Assessment (RNIA) been completed?</p>	<p>Yes</p>
4.4	<p>Brief summary of the key issues identified and proposed mitigating actions <b><u>or</u></b> rationale why the screening was not carried out.</p> <p>The Belfast Region City Deal Programme outlines consultation that was undertaken with rural residents and rural businesses and was included in Rural Needs Assessment.</p>	

<p><b>Appendices:</b></p>	<p><b>Appendix 4a</b> - Summary of the progress with the wider BRCD Programme for Funding</p> <p><b>Appendix 4b</b> – Destination Royal Hillsborough overview</p>
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## **BRCD Update**

### **Pillars of funding**

#### **Digital and Innovation - £350m investment**

##### **Digital Transformation Flexible Fund:**

A total of £7.5 million has been made available to deliver this across NI, the majority of funding coming from The Complementary Fund. The competitive fund supports digital transformation in the areas detailed below. To note a total of £600,128.16 has been earmarked to LCCC over 3 years – Year 1 £85,732.59, Year 2 £257,197.78 and Year 3 £257,197.78

#### **Technologies that can be funded**

1. Smart Technologies/Smart Environments
2. Process Automation via Robotics/Cobotics
3. Big Data and Analytics
4. Immersive Technologies
5. Artificial Intelligence
6. Blockchain Technologies

#### **Launch to Businesses**

- Call open 28 Nov 2023
- Capital grant funding available from £5k to £20K
- Successful applicants will receive up to 70% of the total value of an investment project and 30% be required to provide a matched co-investment.

#### **Business Eligibility**

- SME or Micro Business
- VAT reg and trading for 12mths
- Open to all sectors – exemption forestry, agriculture and fisheries
- Have a Digital Plan or equivalent (DTFF and INI working on a template that can be shared with Businesses to use)
- Projects must be based on one or more of the above 6 themes
- Eligible expenditure must be capital equipment – hardware, devices, and/or software/system development
- Compliance with subsidy control

##### **Department for Science, Innovation and Technology (DSIT)**

Belfast Region City Deal partners – led by Belfast City Council –were successful in their bid securing up to £3.8m of capital funding. Belfast City Region will be declared a 5G Innovation Region with underlying principles :

- To accelerate the commercial application of 5G technologies to support growth and innovation in each region's strongest economic sectors
- To build capacity within each region to deliver a sustainable 5G programme – to support the wider 5G ambitions of the UK

This funding even though does not directly benefit LCCC area it is however our focus to support supply chains and collaboration across businesses locally and regionally.

#### Wider BRCD Projects-

- AMIC- Advanced Manufacturing Innovation Centre
- CDHT- Centre for Digital Healthcare Technology
- GII- Global Innovation Institute
- I4C- Innovation Centre at St Patricks Barrack
- iREACH Institute for Research Excellence in Advanced Clinical Healthcare
- SHED 1.0
- Studio Ulster

### Employability and skills

The E&S Pillar has a key role in developing the talent pipeline required to enable the economic and inclusive growth ambitions of the overall city deal to be realised. The approved E&S Proposition creates the framework through which partners can align existing E&S interventions to meet emerging need. Additionally, this framework provides a mechanism for future collaboration where opportunities and need relating to the city deal are identified. On an annual basis the work programme of the pillar will be agreed through an action planning process which identifies key activities and actions to be delivered over a 12-month timeframe.

The action plan incorporates (i) activities to be delivered by partners themselves as well as (ii) activities to be led and facilitated by the E&S Team, as outlined below:

- (i) **Partner Delivery** – i.e., existing (and planned) E&S activity delivered by College, Council and University Partners that might offer opportunities to be realigned or rescaled towards the sectoral priorities of the city deal
- (ii) **Development and Engagement work** – exploring other interventions or support that may be required by assessing skills needs, identifying skills gaps, designing new skills provision and working collaboratively to secure funding and agree other opportunities to collaborate specific to the BRCD projects and associated priority sectors.

### Tourism and Regeneration - £30m investment

Destination Royal Hillsborough (see Appendix 4B)

#### Wider BRCD Projects-

- Bangor Waterfront
- Belfast Stories
- Carrickfergus Regeneration
- Mourne Mountain Gateway
- Newry City Centre Regeneration
- The Gobbins

## Infrastructure - £140m investment

### Belfast Rapid Transit:

The Belfast Rapid Transit Phase 2 Project is the further development of the Belfast Rapid Transit system north to Antrim and Newtownabbey and south to Lisburn and Castlereagh and an extension of the existing CITI route to service Queens University and City Hospital. Funding currently paused as per Department for Infrastructure Major Works Prioritisation Programme. However, work is ongoing by DFI to consider the most appropriate routes, possible phasing, and end destinations.

### Wider BRCD Projects-

- Lagan Pedestrian and Cycle Bridge
- Newry Southern Relief Road
- Mourne Mountain Gateway

Schedule of Meetings/Working Groups which take place on a regular basis:–

- ❖ Executive Board (for Chief Executives)
- ❖ Programme Board
- ❖ Finance Directors Group
- ❖ Co-ordinators Group
- ❖ Various Pillar meetings:
  - Tourism & Regeneration Board
  - Digital Advisory Board
  - Innovation Board
  - Employability & Skills

## Destination Royal Hillsborough Overview

The proposed BRCD investment aims to position Royal Hillsborough as a heritage village. This will attract visitors and enhance the village for the benefit of the locals, ensure its future protection and present Royal Hillsborough as a coherent and compelling tourism destination with a unique sense of place.

### **Project Objectives**

The overarching objectives of the project are to:

- Create a coherent, compelling heritage village experience that appeals to both international visitors and the domestic market;
- Increase the performance of the Lisburn and Castlereagh area tourism economy;
- Support greater dwell time in Royal Hillsborough and the wider area, longer stays and subsequent increased spend;
- Promote Royal Hillsborough's unique identity, history, culture and heritage to the people of NI and beyond reinforcing the coherent heritage experience;
- Support Historic Royal Palaces to extend their experience into the village;
- Provide a central, orientation point which engages visitors in the village's unique stories, providing context and helping to encourage further exploration of the village;
- Provide a strong sense of place driven by the heritage assets, vernacular streetscape and strong events calendar;
- Improve linkages between the heritage assets to encourage visitors to explore more of the town's heritage and points of interest and allow visitors to share in the stories of the village;
- Develop an arrival and parking strategy together with high quality public realm works to help balance the many uses and encourage people to spend longer in the village;
- Seek ways to animate the square, with a potential redesign allowing it to function as an attraction in its own right and create a natural starting point for any visitor; and
- Improve and develop town's key attractions to maximise their contribution to the heritage tourism offering.

The vision is to establish Royal Hillsborough as a high quality, leading visitor destination and experience while also regenerating the village with an enhanced, sustainable culture and heritage offer. Building on an already popular destination in Hillsborough Castle, this investment in the wider Hillsborough Village will further enhance the existing offer to create a world class heritage village that extends dwell time and visitor spend.



'Destination Royal Hillsborough' will offer integrated and improved access and connections to key attractions such as the Castle, Courthouse, Fort, Forest, Gardens and wider village area. The various components will be part of an overall package that seamlessly connects these places of interest. By investing in further enhancements to Hillsborough Castle, Hillsborough Forest and the public realm, the project will deliver a must-see 'whole village' tourism experience enriching the significant heritage tourism potential and offering of this landmark asset.

### Contract for Funding DRH

£20m investment BRCD

£4.25m investment LCCC

£1.725m investment Historic Royal Palaces (HRP)

### **Investment Objectives of the Proposed Project**

The key investment objectives of the project are as follows (defined in SMART terms where possible.)

#### **Economic:**

- Establishment of Royal Hillsborough as a strategic regional tourism signature destination by September 2029.
- Increase GVA in the region associated with additional direct, indirect and induced visitor expenditure of £3.9m per annum over the life of the project.
- Long term job creation: The proposed project it is estimated could generate significant new operational jobs in particular in the tourism sector as highlighted in the BRCD Industrial Strategy which will generate additional wages in the regional economy. Estimates are that approximately 18 FTE additional long-term jobs could be created generating direct, indirect and induced GVA of £662,733 per annum over the life of the project.
- Job creation estimated to be around 169 FTE temporary construction jobs during the construction period, utilising 'social clauses' in the construction contracts by September 2029.

#### **Social:**

- Improved educational, skills and employability outcomes through education and training delivered at each of the facilities, including training and employment opportunities for 'hard to reach' or economically inactive groups such as the long term unemployed and people with disabilities within attractions such as the social enterprise café. Opportunities also exist to link with schools in supporting



curriculum development aligned to the proposed facilities e.g. linked to the political history of the Fort and Courthouse for example.

- Maximise Social Value through both the construction and operational phases of the project by incorporation of Social Value Clauses into capital and operational contracts throughout the construction and operational phases.
- Create new opportunities for improving physical and mental health outcomes through leisure activities by September 2029.

### **Digital Technology:**

- To ensure that digital technology is ingrained into the development of Royal Hillsborough as a visitor destination including use of digital marketing, communication including development of a Royal Hillsborough App (in partnership with other BRCD tourism project sponsors and Tourism NI) and digital interpretation of attractions such as the use of Augmented Reality at the Courthouse by the end of project. In turn, this should contribute to the ambitions of the Digital and Innovation Pillar of BRCD by ingraining digital technology into the project with shared learning across other BRCD projects.

The programme has 4 projects:–

- Public Realm and Satellite Car Parks
- Social Enterprises café
- Courthouse
- Fort

LCCC has submitted a planning application for Public Realm works as this is the first project to be delivered. A detailed programme of works has been collated to project and profile each projects milestones in conjunction with an overarching Procurement Strategy.

Next Programme Board is scheduled for 5<sup>th</sup> Dec 2023.



### **Achievements.**

LCCC has been progressing a number of projects within Royal Hillsborough outside of Belfast Regional City Deal with the aim of one ambition linked to Destination Royal Hillsborough. Below is a snapshot of what has been achieved benefiting residents, community, visitors and businesses.

- Lease (long term) signed with DEARA for Council to manage the Hillsborough Forest Park.
- Digital Sculpture Trail in Hillsborough Forest Park
- New footpaths, seating, lake viewing platforms, bins and signage installed in Hillsborough Forest Park.
- New adventure playground, toilets and disabled toilet in Hillsborough Forest Park.
- 'Royal' prefix granted to the village, only 1 in 4 in UK.
- Visitor numbers increases from 250,000 to approx. 500,000 at Hillsborough Forest Park.
- 13 new businesses created in the Village.
- Heritage shop front scheme completed with 15 recipients.
- New Boutique Hotel opened.



<b>Committee:</b>	Growth and Regeneration Committee
<b>Date:</b>	7 December 2023
<b>Report from:</b>	Director of Regeneration and Growth

## CONFIDENTIAL REPORT

<b>Reason why the report is confidential:</b>	Information relating to the financial or business affairs of any particular person (including the council holding that information)
<b>When will the report become available:</b>	
<b>When will a redacted report become available:</b>	<i>In May 2024</i>
<b>The report will never become available:</b>	

<b>Item for:</b>	Decision
<b>Subject:</b>	Grove Activity Centre – Community Asset Transfer

### Background

1. Following approval by Council in March 22, Grove Activity Centre was brought forward for a form of disposal by way of a Community Asset Transfer (CAT). It was agreed that the process be undertaken as a pilot study for to inform the workings of a new CAT policy. Subsequently a draft CAT policy was developed incorporating the learning from this exercise.
2. A public engagement event involving the local community was convened and led by Leisure and Community Services. A clear desire was expressed by the local community that the building and the associated outdoor facilities be retained in a suitable public use and that the local community be given right of access to the facilities or part there off as part of the agreement of any new tenant.
3. Expressions of Interest were advertised on the Council web-site with a closing date of 23<sup>rd</sup> December 2022. This was the second such advertisement having had no prospective tenants from the first exercise.

### Key Issues

1. One submission was received from [REDACTED]. This submission was evaluated on 19<sup>th</sup> January 2023 with a score of [REDACTED]. As this was over the publicised threshold [REDACTED] were asked to submit a detailed business case.
2. [REDACTED]  
[REDACTED]  
[REDACTED]
3. Following a number of clarifications and discussions, [REDACTED] submitted a revised business case on 21<sup>st</sup> May 2023. This was approved by the evaluation team. However the business case evaluation and subsequent due diligence does demonstrate the

organisation had at this time limited capacity in terms of taking responsibility and converting the facility to meet their minimum requirements.

4. A key weakness of their submission was that the business case is predicated on the fact that they will be successful in a third-party funding application process. However has been in constant touch and have an updated financial position issued recently to the panel for assessment. It is anticipated that [REDACTED] will understand whether they have been successful in their funding bid early in the new year.
5. We have also been informed by the applicant that they have also made subsequent funding bids in pursuance of enhancing their overall business proposition including improvements to the facilities.
6. In addition, [REDACTED] have stated their desire is to take possession of the asset on 1<sup>st</sup> March 2024. This is so that there would be a sufficient period for their applications for funding to be processed and the works to be undertaken. [REDACTED]  
[REDACTED].
7. Members are asked to give consideration to the weighing of the risks associated with a community asset transfer to a maturing Social Enterprise. In weighing the decision Members should be aware that we do have a legislative obligation to assist this sector, although the type and nature of this support is not prescribed in legislation.
8. [REDACTED]  
[REDACTED]  
[REDACTED].
9. Should Members agree to the proposal, Heads of Terms as drafted below are intended to provide a degree of protection to the public owned asset. It is provided for that the assets revert to the Council in the event of default. This will maximise the opportunity for [REDACTED] to mature whilst providing their own core service in support of their patrons.

Tenure:	Leasehold for the specified use described within the business case
Term:	[REDACTED]
Demise:	Grove Activity Centre, MUGA and car park. The Council will retain a right of way over the car park
Commencement Date:	[REDACTED] ( may require to be deferred )
Rent:	[REDACTED].
Rates:	The tenant will be responsible all rates liabilities
Rent Reviews:	Every fifth year to market value if implemented
Break Option:	Every fifth year
Repairs:	Tenant to be responsible for day to day repairs and statutory facility management compliance. This shall include a sinking fund for MUGA repairs. The Council will be responsible for major structural renewals and maintenance of primary services. All works to have written permission with detailed specifications provided in advance
Utilities/Insurance:	The tenant will be responsible for all utilities and Insurances
Community Activities:	The tenant will be required to provide a range facility access arrangements in the centre to meet local demand and commercial access to the MUGA for the local community use
Third Party:	No sub-leasing would be permitted to any part of the asset

10. [REDACTED]  
[REDACTED]

██  
 ██  
 ██  
 ██

11. Ahead of presenting the requisite lease to Council for sealing a further due diligence will be undertaken for financial and reputational risks as well as all requisite statutory approvals, license/registration arrangements, including consultations with the Department for Communities.
12. Key learning from this process has been that it is best practice to declare the asset surplus to requirements in the first instance before going to market. Further to this a public consultation exercise should be undertaken with any appropriate mitigation measures outlined through that consultation. This should include an equality and rural screening and where required followed up with an equality impact assessment. In addition, an options appraisal for uses and realisable value should be evaluated and presented to Members as part of the weighing of their decision for future uses. These issues have been built into the emerging CAT policy which is presented to Members in a separate report this evening.
13. Consequently it is recommended that this disposal by way of CAT be aligned to that draft policy especially in regards to the formal public consultation.

2.0

**Recommendation**

Members are asked to consider and agree:

1. To note that the asset is deemed surplus to requirements for the delivery of direct Council services.
2. To finalise the community asset transfer and approve the draft heads of terms to be presented to the applicant on a 'subject to' basis as outlined in the report.
3. In the circumstance that the proposed tenancy agreement does not proceed, that an options appraisal be undertaken and presented to the Members for consideration.
4. Given the sequencing of policy development and the pilot, regularise the processes aligned to the draft CAT policy as far as reasonably practicable.

3.0

**Finance and Resource Implications**

The letting to ██████████ will save the Council building maintenance and running costs, staff costs, and business rates. There is an investment required in drafting the requisite legal documents and due diligence estimated to be in order of ██████████.

4.0

**Equality/Good Relations and Rural Needs Impact Assessments**

4.1

Has an equality and good relations screening been carried out?

Yes

4.2

The transfer of the facility has been offered to the community voluntary sector through an expression of interest and is broadly in line with the Council's draft policy arrangements.

The proposed use is for a disadvantaged sector of our community.

Similar services are offered in close proximity.

4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	Yes
4.4	<p>The catchment area of [REDACTED] is for the greater Belfast Area and includes the Lisburn and Castlereagh rural communities.</p> <p>The facility is in close proximity to public transport and in addition provides for its own patron transport service.</p> <p>The displacement of existing services offered from the asset is in an urban setting with an alternative offering in close proximity.</p>	

<b>Appendices:</b>	
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