

## ARDS AND NORTH DOWN BOROUGH COUNCIL

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8th February 2023

Dear Sir/Madam

You are hereby invited to attend a hybrid meeting (in person and via zoom) of the Community and Wellbeing Committee of Ards and North Down Borough Council in the Council Chamber, 2 Church Street, Newtownards on **Wednesday, 15 February 2023** commencing at **7.00pm**.

Yours faithfully

Stephen Reid  
Chief Executive  
Ards and North Down Borough Council

### **A G E N D A**

1. Apologies
2. Declarations of Interest
3. Deputation from Greenspaces
4. Ards and North Down Sports Forum Grants - WG January 2023 (Report Attached)
5. Commemorative Tree Planting (Report Attached)
6. Funding Offers from Department of Business Energy & Industrial Strategy (BEIS) for; Capacity & Capability Building Programme in Northern Ireland: Non-Food Products 2022/23 and Small Projects on Construction Products (Report attached)
7. Affordable Warmth Scheme Meeting Request Update (Report Attached)
8. Private Tenancies Act (Northern Ireland) 2022 Fixed Penalty Fees (Report Attached)
9. Good Relations Action Plan 2023-24 (Report Attached)
10. PEACE IV Minutes 22nd November 2022 (Minutes attached)
11. PEACEPLUS Minutes 10th November 2022 (Minutes attached)
12. Coronation Programme of Activities Response to NoM (Report attached)
13. Cost of Living Crisis response to NOM (Report attached)

14. Community & Wellbeing Directorate Budgetary Control Report – December 2022 (Report attached)

15. Victoria Primary School Play Area Response to NoM (Report attached)

16. Notice of Motions

16.1 Notice of Motion submitted by Alderman Wilson and Councillor Douglas

That this Council acknowledges the environmental and health benefits associated with the recent increase in cycling and declares Ards & North Down a cycling friendly borough. The Council also recognises that people who cycle are among the most vulnerable road users, and tasks officers with producing a report detailing ways in which we can help improve safety. The report should include possible sources of funding, potential partnerships, and ways in which we can promote good relations between users of different forms of transport.

16.2 Notice of Motion submitted by Councillor Moore and Alderman McDowell

This Council notes its previous sponsorship of the Community Asset Transfer request from Branch Out Community Group and welcomes the agreement from DfI to lease the woodland area to the group for 1 year. Officers will:

- Write to DfI to express Council's support for the work of Branch Out on the DfI-owned site and how it complements The Big Plan for Ards and North Down.
- Write to the EA to express Council's support for their work on the EA-owned site, adjacent to the woodland.
- Bring back a report, identifying what can be offered to support the work of Branch Out including, but not limited to, providing advice, support, equipment and finance.
- Engage directly with Branch Out to identify what support is needed.

16.3 Notice of Motion submitted by Councillor Irwin and Councillor Walker

That this Council values the contributions and opinions of our younger residents and works to engage with them to ensure we represent their views alongside those of other sectors in our community. Officers are tasked to identify at least one issue during 2023 for full consultation with Youth Voice and subsequently provide a report outlining possible roadmaps that might lead to the development of a Youth Council. Additionally, this Council agrees to extend an invitation to Youth Voice to make a deputation to outline the work they are undertaking

17. Any Other Notified Business

**\*\*\*ITEMS 18-19 IN CONFIDENCE\*\*\***

18. PCSP Minutes 28th November 2022 (Minutes attached)

19. War Years Remembered (Report to follow)

**MEMBERSHIP OF COMMUNITY AND WELLBEING COMMITTEE (16 MEMBERS)**

Alderman Carson	Councillor Adair
Alderman Irvine	Councillor Woods
Alderman S Wilson (Vice Chair)	Councillor McArthur
Councillor Boyle	Councillor Moore
Councillor Chambers	Councillor Smart
Councillor Douglas	Councillor T Smith
Councillor Edmund (Chair)	Councillor Thompson
Councillor Irvine	Councillor McRandal

Unclassified

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## ITEM 4

**Ards and North Down Borough Council**

Report Classification	Unclassified
Council/Committee	Community and Wellbeing
Date of Meeting	15 February 2023
Responsible Director	Director of Community and Wellbeing
Responsible Head of Service	Head of Leisure Services
Date of Report	16 January 2023
File Reference	SD135
Legislation	Recreation and Youth services Order (1986)
Section 75 Compliant	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/> If other, please add comment below:
Subject	Ards and North Down Sports Forum Grants (WG January 2023)
Attachments	Appendix 1 Successful Goldcard Appendix 2 Successful Individual Travel & Accommodation

Members will be aware that on the 26<sup>th</sup> August 2015 Council delegated authority to the Ards and North Down Sports Forum, in order to allow it to administer sports grants funding on behalf of the Council. £40,000 had been allocated within the 2022/2023 revenue budget for this purpose.

The Council further authorised the Forum under delegated powers to award grants of up to £250. Grants above £250 still require Council approval. In addition, the Council requested that regular updates are reported to members.



## Unclassified

During December 2022, the Forum received a total of 4 grant applications: 2 Goldcard and 2 Individual Travel/Accommodation. A summary of the 4 successful applications are detailed in the attached Successful Goldcard and Successful Individual Travel & Accommodation Appendices.

For information, the annual budget and spend to date on grant categories is as follows:

	Annual Budget	Funding Awarded December 2022	Remaining Budget
Anniversary	£1,000	£0	£250
Coaching	£3,000	£0	£592.50
Equipment	£11,000	£0	£3,535.14
Events	£6,000	£0	£1,700
Seeding	£500	£0	£250
Travel and Accommodation	£14,500	*£370.00	*-£273.97
Discretionary	£1,000	£0	£1,000
New category under development	£3,000	£0	£3,000
*Goldcards proposed during the period December 2022 is 2 (18 Goldcards in total during 2022/23).			

\* The proposed remaining budget for Travel and Accommodation of - **£273.97** is based on a proposed award of **£370.00** – for Noting.

## RECOMMENDATION

It is recommended that Council approves the attached applications (no applications were received for over £250 this month), and that the applications approved by the Forum (valued at below £250) are noted.

# Successful Goldcards - for Noting

January

2022/23

Applicant	Representing	Sport	Event	Start	End	Gvm	Proposed	Notes
Grace McLaughlin	Ireland	Open Water Swimming	2023 European Masters Openwater	01/08/2023	01/08/2023	ABM, BA	Awarded	Goldcard valid from 16 January 2023 to 1 August 2023.
Lesley Mills	Ireland	Bowls	2023 World Bowls	07/05/2023	13/05/2023	ABM, LDP, BA & BS, PSC	Awarded	Goldcard valid from 16 January 2023 to 13 May 2023.

## Successful Travel/Accommodation - for Noting

January 2022/23

Applicant	Representing	Sport	Event	Location	Start/End	Requested	Proposed	Notes
Grace McLaughlin	Ireland	Open Water Swimming	2023 World Ice Championship	Samoens, France	11/01/2023 14/01/2023	£170.00	£170.00	Selection letter from International Ice Swimming Association Ireland advises Grace has qualified for the World Ice Championship, 11-14 January 2023, in Samoens, France. Swim Ireland letter supports application. Recommend funding of £170.
Lesley Mills	Ireland	Bowls	2023 World Bowls	Warilla, Australia	07/05/2023 13/05/2023	£200.00	£200.00	Selection letter from Recognised NGB, Irish Women's Indoor Bowling Association, advises Lesley has qualified for the World Bowls, 7-13 May 2023, in Warilla, Australia. Recommend funding of £200.
						<b>Total Proposed</b>	<b>£370.00</b>	

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## ITEM 5

**Ards and North Down Borough Council**

Report Classification	Unclassified
Council/Committee	Community and Wellbeing
Date of Meeting	15 February 2023
Responsible Director	Director of Community and Wellbeing
Responsible Head of Service	Head of Parks and Cemeteries
Date of Report	24 January 2023
File Reference	PCA 4
Legislation	None
Section 75 Compliant	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/>
Subject	Commemorative Tree Planting
Attachments	Appendix 1 Commemorative Tree Planting Policy Appendix 2 Commemorative Tree Planting Application Form

Members will be aware that Council have facilitated the planting of commemorative trees on Council land in conjunction with local groups and organisations.

Historically, requests have been received on an ad hoc basis as a result of a written request from interested organisations or other groups. A policy on when and how to approve such requests is required, in order to ensure fairness, equity of treatment, ensure compliance with any statutory obligations, and provide satisfaction that approved request are within the context of any other approved policies and plans. For example, the trees are open spaces which are accessible and visible to all, and so should reflect the areas community plan with regard to respectful and shared communities, and therefore be quality shared or neutral displays (Community Plan Outcome 3, p27).

The policy aims to provide a consistent and fair approach to the decision-making process on whether or not to approve any request to plant a commemorative tree on Council property. It is critical that all tree planting contributes to the Council's overall Tree and Woodland Strategy.

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The policy sets out the following criteria:

1. A request will be approved if it meets the following essential criteria:
  - a. The request is being made by a properly constituted organisation.
  - b. The request is submitted in writing in the approved form at least 8 weeks in advance of the requested planting date.
  - c. The tree will become the property of Council and maintained as such. The species and variety will be at the discretion of Council and align with the Councils Tree and Woodland Strategy.
  - d. Applications will be considered on a date received priority should there be a conflict in dates requested (Officers will liaise with those making a request to accommodate where required).
  - e. Applications must include details of any commemorative plaque to be considered for approval.
  - f. The request is satisfactorily equality screened.
  - g. The request is deemed to be eligible (See section 2).
2. Eligible requests will be as follows:
  - a. To raise awareness of charities nominated by the Mayor.
  - b. To highlight events directly organised by the Council.
  - c. To mark a significant sporting event in the Borough.
  - d. To commemorate a significant anniversary of, or an event organised by a charity or community organisation which has a significant connection to the Borough.
  - e. To commemorate a major national event or anniversary.
3. In addition to failing to meet at least one of the above criteria, a request will be deemed ineligible if it falls into any of the following categories:
  - a. An application which in officers' opinions is only promoting a commercial interest.
  - b. The promotion of an ethos, activity or organisation which is not deemed in the context of communities to be shared, neutral or promoting good relations.

A copy of the policy and application form are attached as appendices to this report.

Members are advised that the Commemorative Tree Planting Policy does not apply to or replace the memorial tree planting which takes place in Council cemeteries.

In recent weeks there has been one request for commemorative tree planting activity. This has been received as follows:

- Tesco Bangor (Bloomfield) – Single Memory tree with plaque signifying its support for Cancer Research, and requested to be planted in Valentine Playing Fields, Bangor. Species to be determined by Council Officers.

Officers can confirm that this request complies with the criteria in the policy subject to the policy approval.

Unclassified

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**RECOMMENDATION**

It is recommended that Council approves the Commemorative Tree Planting request as outlined in the report.

## **Policy on requests for the planting of a commemorative tree of a Council property.**

**Purpose of Policy:** This policy aims to provide a consistent and fair approach to the decision-making process on whether or not to approve any request to plant a commemorative tree on Council property.

Historically requests have been received on an ad hoc basis as a result of a written request from interested organisations or other groups. A policy on when and how to approve such requests is required, in order to ensure fairness, equity of treatment, ensure compliance with any statutory obligations, and provide satisfaction that approved request are within the context of any other approved policies and plans. For example, the trees are open spaces which are accessible and visible to all, and so should reflect the areas community plan with regard to respectful and shared communities, and therefore be quality shared or neutral displays. (Community Plan Outcome 3, p27)

### **Principles on which approvals will be considered.**

1. A request will be approved if it meets the following essential criteria
  - a. The request is being made by a properly constituted organisation.
  - b. The request is submitted in writing in the approved form at least 8 weeks in advance of the requested planting date.
  - c. The tree will become the property of Council and maintained as such. The species and variety will be at the discretion of Council and align with the Councils Tree and Woodland Promotion Strategy.
  - d. Applications will be considered on a date received priority should there be a conflict in dates requested. (Officers will liaise with those making a request to accommodate where required).
  - e. Applications must include details of any commemorative plaque to be considered for approval.
  - f. The request is satisfactorily equality screened.
  - g. The request is deemed to be eligible (See section 2)

2. Eligible requests will be as follows
  - a. To raise awareness of charities nominated by the Mayor
  - b. To highlight events directly organised by the Council
  - c. To mark a significant sporting event in the Borough.
  - d. To commemorate a significant anniversary of, or an event organised by a charity or community organisation which has a significant connection to the Borough.
  - e. To commemorate a major national event or anniversary.
  
3. In addition to failing to meet at least one of the above criteria, a request will be deemed ineligible if it falls into any of the following categories
  - a. An application which in officers' opinions is only promoting a commercial interest
  - b. The promotion of an ethos, activity or organisation which is not deemed in the context of communities to be shared, neutral or promoting good relations.

It is the responsibility of the applicant to demonstrate why their request is eligible in accordance with the above criteria.

All requests made by external organisations will be reported to Council for approval.

(Policy Agreed at Council Meeting in February 2022)





## Ards and North Down Borough Council Commemorative Tree Planting Application Form

Ref No (for Council use):

**Please read guidance criteria before applying**

*(all sections must be completed)*

Name of Group	Tesco Bangor (Bloomfields)
Name of Contact person	Caroline Edmondson
Postal Address of Contact person	Unit 1, Bloomfield Shopping Centre S. Circular Road BANGOR Postcode BT19 4HB.
Telephone Number	Home Work Mobile 01891934659
Email address	caroline.communitychampion@gmail.com

### About your proposal

1. Which Council land are you requesting the use of?	Valentine's or Ward Park.
2. What date would the tree planting to commence?	N/A as yet.
3. Which of the eligible criteria does your application relate to? (You may select more than one option)	<input type="radio"/> To raise awareness of charities nominated by the Mayor <input type="radio"/> To highlight events directly organised by the Council <input type="radio"/> To mark a significant sporting event in the Borough. <input checked="" type="radio"/> To commemorate a significant anniversary of, or an event organised by a charity or community organisation which has a significant connection to the Borough. <input type="radio"/> To commemorate a major national event or anniversary.
In addition to failing to meet at least one of the above criteria, a request will be deemed ineligible if it falls into any of the following categories	

5. **Ards and North Down Borough Council**

- An application which in officers' opinions is only promoting a commercial interest
  - The promotion of an ethos, activity or organisation which is not deemed in the context of communities to be one of the following: shared, neutral or promoting good relations.
- All requests will be subject to Equality Screening to establish the latter.

6. Please explain how your request will be eligible under questions 4 and 5 above.

This was a memory tree that customers bought a heart (proceeds went to Cancer Research UK) wrote their loved ones name & hung on the tree. We thought it would be fitting to plant a tree & place the hearts underneath. This would be somewhere where relatives friends could come & visit. Also it falls in with the Queens Canopy & helping the planet.

**ENCLOSURES CHECKLIST**

Failure to provide all essential documents will result in application not being considered.

Essential documents required	Attached
Group Constitution (signed and dated)	
Desired tree species details	Oak or native tree

**Declaration**

I/We declare that all the information given is correct.

Signed: Barbara Edmondson Date: 12-11-22

Position in Group: Community Champion

Unclassified

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## ITEM 6

## Ards and North Down Borough Council

Report Classification	Unclassified
Council/Committee	Community and Wellbeing
Date of Meeting	15 February 2023
Responsible Director	Director of Community and Wellbeing
Responsible Head of Service	Head of Environmental Health Protection and Development.
Date of Report	27 January 2023
File Reference	CW99
Legislation	Enterprise Act 2002
Section 75 Compliant	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/> If other, please add comment below:
Subject	Funding Offers from Department of Business Energy & Industrial Strategy (BEIS) for; 1: Capacity & Capability Building Programme in Northern Ireland:Non- Food Products 2022/23 and 2: Small Projects on Construction Products
Attachments	Appendix 1 Capacity & Capability Building Grant Funding Agreement Appendix 2 Award Letter for Construction Project Funding

**Introduction**

The purpose of this report is to seek approval to accept an offer of monies from the Department of Business Energy and Industrial Strategy (BEIS) to the value of £55,000 for Capacity and Capability Building and £8,250 for Construction Project funding.

The Office for Product Safety and Standards (OPSS) is the national regulator for product safety and is part of BEIS. It was established to lead and co-ordinate the UK product safety system to deliver improved protections for consumers and better

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support for industry across the UK. It is responsible for developing and building national capacity and capability for product safety that is consistent and applied uniformly across the UK.

OPSS have been funding District Councils in Northern Ireland to provide support to local businesses, market surveillance and to enhance enforcement capacity and capability to support their development of effective mechanisms to protect consumers and the UK internal market. For 2022/23 funding would be made directly to the Council.

The purpose of the grant funding programme is to support District Councils in Northern Ireland to build capacity and capability to ensure the safety of consumers. It funds targeted and prioritised regulatory activity ensuring there is a robust consumer product and construction product safety system UK-wide. This is part of BEIS approach to ensure robust market surveillance across the UK.

#### **The 2022/23 Capacity & Capability Building Grant Offer**

The maximum amount of Grant offered is up to £55,000, this will be paid in financial year ending on 31st March 2023. The Eligible Expenditure for which the Grant is awarded is expenditure limited to costs which are incurred between 1st July 2022 and 31st March 2023. A copy of the grant offer is attached in Appendix 1.

The funding is used in Ards and North Down to fund staff posts to undertake a wide range of activities on non-food products including to:

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

The full details of the funded activities are set out on page 29 of the attached grant offer.

#### **The 2022/23 Construction Products Project funding Offer**

The maximum amount of funding offered is up to £8,250 for expenditure occurred between 1st January 2023 and 31st March 2023. A copy of the Award letter is attached in Appendix 2. The funding will be used to:

- Complete evidence gathering
- Evaluate the amount of construction product activity in the Borough
- Identify key priority areas which in turn will
- Inform the capability and capacity building work

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**Risk**

These funding offers are historically made towards the end of the financial year meaning that the Council operates at risk by employing posts throughout the year in anticipation of the Grant. Much of the work has already been completed from the 2022/23 work plan and should the Council decide not to accept the grant funding, the Council will be liable to secure the funding for the two officer posts for this year.

Members will recall from a previous report and supported by legal advice, that this activity is a statutory duty on Council, and must be carried out whether the funding is accepted or not.

Furthermore, at least one the posts would need to be removed and a significant reduction would be made to the capacity of the Consumer protection team in the future.

**RECOMMENDATION**

It is recommended that Council accepts both Grant offer for the Capacity and Capability Building programme and the funding for the Construction Products Project authorises the Head of Environmental Health, Protection and Development to sign and return the acceptance forms on behalf of Council.



Department for  
Business, Energy  
& Industrial Strategy

Adele Faulkner  
Ards and North Down Borough Council  
Town Hall,  
The Castle,  
Bangor  
BT20 4BT

Date: 5 January 2023

Dear Adele

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

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

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

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

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

**Amount of Grant**

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

**Purpose of Grant**

4. The Grant is offered to You to contribute to certain expenditure (see paragraph 5, "**Eligible Expenditure**") where that expenditure is reasonably incurred by You in undertaking ("**the Funded Activities**").

5. A description of the Funded Activities is set out in **Annex 2** to this letter.

### **Eligible Expenditure**

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

### **Funding Period**

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

### **Payment of Grant**

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

### **Accountable Officer**

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

### **Grant Claims**

11. Your Grant claim[s] must include the following:



- a) the information and evidence required for the relevant instalment in Condition 4 in **Annex 1**; and
- b) accompanying that information and evidence, the appropriate assurance required by Condition 7 in **Annex 1**.

### Reasonable assurance report

Not required.

### Conditions Precedent

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

### Assets

Not applicable

### Warranties

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

### Notices and contact

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

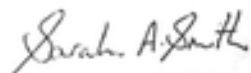
### Acceptance

17. If You wish to accept this offer, You must sign and date the duplicate copy of this Grant Funding Agreement as indicated below and return one signed copy to Us. It must be signed by someone



who is authorised to sign on behalf of your organisation. Please provide evidence of their authority to sign and bind your organisation. Please also provide a day-to-day contact name and email address.

Yours sincerely



**Sarah Smith**  
**Deputy Chief Executive**  
**Office for Product Safety & Standards**

**Agreement**

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

Signed: .....

Printed Name: .....

Position: .....

Date: .....

**Day to day contact for the Grant:**

Name: .....

Position: .....

Email address: .....

**Accountable Officer for the Grant:**

Name: .....

Email address: .....

## ANNEX 1

## TERMS AND CONDITIONS

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## 1. INTRODUCTION

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

## 2. DEFINITIONS AND INTERPRETATION

- 2.1 Where they appear in these Conditions:

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

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

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

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

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

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

**Code of Conduct** means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/754555/2018-11-06\\_Code\\_of\\_Conduct\\_for\\_Grant\\_Recipients.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf), including any subsequent updates from time to time;

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

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

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

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

Confidential Information shall not include information which:

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

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

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

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

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

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

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

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

**Domestic Successor** means, as the context requires, either:

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

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

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

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

**EIR** means the Environmental Information Regulations 2004;

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

**Financial Year** means from 1<sup>st</sup> April 2022 to 31<sup>st</sup> March 2023;

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

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

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

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

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

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

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

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

**Grant Funding Letter** means the letter the Authority issued to the Grant Recipient dated **5 January 2023**.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Prohibited Act** means:

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

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

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

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

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

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

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

**VAT** means value added tax chargeable in the UK;

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

2.2 In these Conditions, unless the context otherwise requires:

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



- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - (5) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
  - (6) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
  - (7) references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Grant Funding Agreement;
  - (8) references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
  - (9) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.
- 2.3 Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:
- 2.3.1 The Grant Funding Letter;
  - 2.3.2 The Annexes to the Grant Funding Letter except Annex 1 (Terms and Conditions); and
  - 2.3.3 Annex 1 (Terms and Conditions).

## CONDITIONS

### 3. DURATION AND PURPOSE OF THE GRANT

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

#### 4. PAYMENT OF GRANT

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

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

## 5. ELIGIBLE AND INELIGIBLE EXPENDITURE

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

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

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

## 6. MONITORING AND REPORTING

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



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

## 7. AUDITING AND ASSURANCE

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

### Retention of documents

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

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

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

## **9. CONFLICTS OF INTEREST**

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

## **10. CONFIDENTIALITY**

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

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

10.3. Nothing in this paragraph 10 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:

10.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or

10.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;

10.3.3. where disclosure is required by Law, including under the Information Acts.

10.4. Nothing in this paragraph 10 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## **11. TRANSPARENCY**

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

## **12. STATUTORY DUTIES**

12.1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.

12.2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.

12.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.

12.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.

12.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

## **13. DATA PROTECTION AND PUBLIC PROCUREMENT**



### Data Protection

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

### Public Procurement

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

### 14. INTELLECTUAL PROPERTY RIGHTS

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

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

## **15. ENVIRONMENTAL REQUIREMENTS**

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

## **16. ASSETS**

Not applicable.

## **17. INSURANCE**

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

## **18. ASSIGNMENT**

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

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

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

## **20. LOSSES, GIFTS AND SPECIAL PAYMENTS**

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

## **21. BORROWING**

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

## **22. PUBLICITY**

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

## **23. CHANGES TO THE AUTHORITY'S REQUIREMENTS**

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

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

### Events of Default

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

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

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

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

#### **Opportunity for the Grant Recipient to remedy an Event of Default**

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

#### **General Termination rights – Termination for Convenience**



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

#### **Change of Control**

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

#### **25. EXIT PLAN**



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

## **26. DISPUTE RESOLUTION**

26.1 The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.

26.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminates the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.

26.3 If the dispute cannot be resolved between the Parties Representatives within a maximum of 30 days, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

## **27. LIMITATION OF LIABILITY**

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

27.2 Subject to this paragraph 27, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

## **28. VAT**

28.1 If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.

28.2 All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

## **29. CODE OF CONDUCT FOR GRANT RECIPIENTS**

29.1 The Grant Recipients acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.

29.2 The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.

29.3 The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some

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

### **30. NOTICES**

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

### **31. GOVERNING LAW**

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

## ANNEX 2 – THE FUNDED ACTIVITIES

### Purpose of the Grant

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

### Background

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

### Aims and Objectives of the Funded Activities

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

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

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

### Reporting Arrangements

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

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

### ANNEX 3 – PAYMENT SCHEDULE

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

All invoices to be submitted quarterly through the [LAU.OPSS@beis.gov.uk](mailto:LAU.OPSS@beis.gov.uk) email address. All claims should be submitted by 31<sup>st</sup> May 2023.

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

**ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS**

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

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

**Part 1: Grant recipient details**

Name of Main Grant Holder <input type="text"/>	Address of Grant Holder <input type="text"/>
Grant Determination number <input type="text"/>	Postcode: <input type="text"/>
Grant name <input type="text"/>	
	Contact telephone number <input type="text"/>

**Part 2: Bank details**

Bank / Building Society name <input type="text"/>	Account name <input type="text"/>
Branch name <input type="text"/>	Account number <input type="text"/>
Bank sort code <input type="text"/> - <input type="text"/> - <input type="text"/>	Account type <input type="text"/>
Building Society roll number <input type="text"/>	Branch address <input type="text"/>
	Postcode: <input type="text"/>

**Part 3: Address for remittance advice**

**Choose one method only**

Send our remittance advice by post  **▶**

Send our remittance advice via email

Postal address (if different from Part 1)

Postcode

**Part 4: Authorised signatories**

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

<p>Name</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Position in the organisation</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Signature</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Date</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table>					<p>Name</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Position in the organisation</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Signature</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Date</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table>				

**Part 5: Grant recipient declaration**

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

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

<p>Name</p> <input style="width: 100%; height: 45px;" type="text"/> <p>Date</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table>					<p>Signature <i>(the person who signed the agreement)</i></p> <input style="width: 100%; height: 45px;" type="text"/>

Return this form to the address indicated in the Grant letter, alongside a signed Grant Funding Agreement.

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





**ANNEX 7 – CONTACT DETAILS**

The main departmental contact in connection with the Grant is:

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

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

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

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

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

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Department for  
Business, Energy  
& Industrial Strategy

Attn: Adele Faulkner,

By email to

[Adele.Faulkner@ardsandnorthdown.gov.uk](mailto:Adele.Faulkner@ardsandnorthdown.gov.uk)

Date: **27 January 2023**

Our ref: **OPSS/TI/Ardsandnorthdown**

Dear Adele,

**Award of contract for the delivery of OPSS project entitled 'Small Projects on Construction Products'**

Following your proposal for the delivery of **OPSS project entitled 'Small Projects on Construction Products'** to the Department for Business, Energy and Industrial Strategy's Office for Product Safety and Standards, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between **The Department for Business, Energy and Industrial Strategy's Office for Product Safety and Standards** as the Customer and **Ards and North Down Borough Council** as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed as set out in **Annex 2**.
  - 2) The charges for the Services shall be as set out **Annex 3**
  - 3) Not used.
  - 4) The Term shall commence on **01 January 2023** and the Expiry Date shall be **31 March 2023**.
- The address for notices of the Parties are:

**Customer**

**Office for Product Safety and Standards, 4<sup>th</sup> Floor Cannon House, 18 The Priory Queensway, Birmingham, B4 6BS**

Attention: **Teresa Isaacs**

Email: **teresa.isaacs@beis.gov.uk**

**Supplier**

**Head of Environmental Health Protection and Development**

**Ards and North Down Borough Council**

**2 Church Street**

**Newtownards**

**Co Down**

**N. Ireland**

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**BT23 4AP**Attention: **Adele Faulkner**

Email:

**Adele.Faulkner@ardsandnorthdown.gov.uk**

5) The following persons are Key Personnel for the purposes of the Agreement:

**Name: Teresa Isaacs****LAU Delivery Manager, OPSS****Name: Adele Faulkner****Head of Environmental Health Protection  
and Development**

6) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

**Payment**

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

[opss.resourcing@beis.gov.uk](mailto:opss.resourcing@beis.gov.uk) Within [10] working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [opss.resourcing@beis.gov.uk](mailto:opss.resourcing@beis.gov.uk) or by telephone 0121 345 2160 between 09:00-17:00 Monday to Friday.

**Liaison**

For general liaison, your contact will continue to be **Teresa.isaacs@beis.gov.uk** or, in their absence, **Gillian.Asbury@beis.gov.uk**.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to **Inti.Mushtaq@beis.gov.uk** (and copy in Local Authority Unit [LAU.OPSS@beis.gov.uk](mailto:LAU.OPSS@beis.gov.uk)), at the above address **within [7] days** from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of the Department for Business, Energy and Industrial Strategy's Office for Product Safety and Standards (OPSS)

Name: **Sarah Smith, OPSS Deputy Chief Executive  
Regulation**

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Signature:

Date:

We accept the terms set out in this letter and its **Annexes**, including the Conditions.

Signed for and on behalf of Ards and North Down Borough Council

Name: **Adele Faulkner**

**Head of Environmental Health**

**Protection and Development**

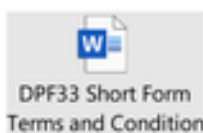
**Ards and North Down Borough Council**

Signature:

Date:

### Annex 1

#### Terms and Conditions of Contract for Services



### Annex 2

#### Proposal and outputs

**Construction Products Sector: Project – Small project on Construction Product.**

1. Full proposal: this is detailed in Annex 3
2. Outputs: **Completion of a template spreadsheet provided by OPSS and one or more Case studies or models which describe the approaches, results, activities, outputs and outcomes, based on examples. If the project is a mapping/scoping project, the output would be a brief narrative describing the approach, your overall impressions of the results and potential future focus.**
3. To provide further feedback on request.
4. To be willing to present at the National Shared Learning Day. (This is likely to be on 21<sup>st</sup> March 2023 in London, but this will be confirmed nearer the time)

### Annex 3

#### Charges, proposal, and lead contact

1. Full proposal: this is detailed in Annex 3 below.



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## OPSS Construction Products Small Project proposal for Ards and North Down Borough Council

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OPSS are providing funding for 2022 – 2023, to support local authority Trading Standards in Great Britain and Environmental Health in Northern Ireland to deliver construction products regulation.

- **This project is for a total cost of £8250 excluding VAT**
- **The project is being delivered by Ards and North Down Borough Council**  
[Sarah.kinnear@ardsandnorthdown.gov.uk](mailto:Sarah.kinnear@ardsandnorthdown.gov.uk)
- **The Projects end date is 31<sup>st</sup> March 2023.**

### **1. What is the issue that requires fixing? (What is the evidence for this problem?)**

Ards and North Down Borough Council carried out a data gathering exercise from January – April 2022. However, as we could only allocate one officer 1 day a week to this, the exercise was not fully completed. Therefore, the data has not been evaluated and it is necessary to do so in order to progress the project.

### **2. What is your proposed solution? (IT projects will not be supported)**

The proposed project would finish the data gathering exercise, then use the data to evaluate the level of construction product activity within the Borough, to identify key priority areas and training needs. In addition, further in-depth work will be carried out using the data collected to identify where businesses fit into the current legislative framework and how the new framework will affect them. This will provide the background for our next proposed work of building capacity and capability on construction products within the Service and forging links internally with our building control service and property and assets service.

### **3. How does this project support delivery of construction products regulation?**

This project builds on existing work and will broaden our overview of construction product activities within the Borough and help the Council identify key priority areas for construction products.

### **4. How will this project be delivered? Itemise the milestones, with specified time frames**

The initial step will be finishing the data collecting exercise. Evaluation of the data to identify key economic operators will then be carried out. Using this data, further in-depth work will be carried out, starting with high-risk businesses, to identify where the businesses fit within both frameworks. Further data evaluation will be carried out during this process to continually identify

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key priority areas for the Council. In total, it is envisaged the project will take approximately 5 months.

**5. What funding is needed? (How much and what for?)**

£8,250 for associated staffing costs

**6. What are the intended outcomes? How or what will show that this issue is fixed?**

This project will provide the Council with a detailed overview of businesses manufacturing, importing, distributing, and selling construction products within the Borough. The Council will also have an oversight on how the new legislative framework may affect these businesses and therefore who will need further support. The Council will have identified key priority areas for future work and training needs.

**7. Are there any risks to the desired outcome?**

The availability of officers, other work priorities and underestimating the amount of work required, could have an impact on the time frame of the project. Additionally, if data is inaccurate or incomplete, this could impact on the identified outcomes.

**Contact details for the project lead**

Sarah Kinnear, Acting Principal Environmental Health Officer, Ards and North Down Borough Council, 2 Church Street, Newtownards, Northern Ireland, BT23 4AP.

Phone: 0300 013 3333 ext 40227

[Sarah.kinnear@ardsandnorthdown.gov.uk](mailto:Sarah.kinnear@ardsandnorthdown.gov.uk)

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## ITEM 7

**Ards and North Down Borough Council**

Report Classification	Unclassified
Council/Committee	Community and Wellbeing
Date of Meeting	15 February 2023
Responsible Director	Director of Community and Wellbeing
Responsible Head of Service	Head of Environmental Health Protection and Development
Date of Report	27 January 2023
File Reference	CW8
Legislation	N/A
Section 75 Compliant	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/> If other, please add comment below:
Subject	Affordable Warmth Scheme Meeting Request Update.
Attachments	Appendix Letter 19 <sup>th</sup> January 2023 DfC to ANDBC

Members will recall that at the Council Meeting of 26 October 2022, Council requested that it writes to the Department of Communities (DfC) to arrange a meeting to discuss concerns around the Affordable Warmth Scheme.

After a delay, the attached response (PSC 0059.23 SINV 0012-2023 PSO Letter to ANDBC) was received advising that the Permanent Secretary has declined the invitation due to time pressures but confirmed that David Polley, Director of Housing Supply Policy, who has responsibility for the Affordable Warmth Scheme, would be happy to meet with a delegation.

Previously, Senior Officers accompanied a cross party delegation of 5 members to meet with the then Permanent Secretary Tracy Meharg (July 2019) and this would be the recommendation for the meeting with the Director.

DfC are holding the following dates and time slots:

Thursday 16<sup>th</sup> March 2pm – 5pm

Tuesday 21<sup>st</sup> March 10 am – 1 pm



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Additionally, Officers suggest an internal pre-meeting with Members and Senior Officers on either of the following dates to prepare and clarify the agenda:

Wednesday 8 March PM

Tuesday 14 March AM or PM

The preferred date and exact times will then be confirmed based on the preference/availability of the delegation and Members can liaise with the Environmental Health Manager (Health & Wellbeing) who will provide further information and details as they emerge.

**RECOMMENDATION**

It is recommended that Council appoint a delegation of five members who are available to meet with the Director of Housing Supply Policy on the suggested meeting dates.



Department for  
**Communities**  
www.communities-ni.gov.uk

An Roinn  
**Pobal**

Department for  
**Commonities**

**From:** The Office of the Permanent Secretary

Level 9  
Causeway Exchange  
1-7 Bedford Street  
BELFAST  
BT2 7EG

Telephone: 028 90 823301  
E-mail: [permsecsupport@communities-ni.gov.uk](mailto:permsecsupport@communities-ni.gov.uk)  
Our Ref: PSC 0059.23  
Date: 19 January 2023

Adele Faulkner  
Head of Environmental Health Protection and Development  
Ards and North Down Borough Council  
2 Church Street  
Newtownards  
BT23 4AP

Via email: [enquiries@ardsandnorthdown.gov.uk](mailto:enquiries@ardsandnorthdown.gov.uk)

Dear Adele

### **AFFORDABLE WARMTH SCHEME – REQUEST TO MEET DELEGATION OF ELECTED MEMBERS**

Thank you for your letter dated 07 November 2022 inviting the Permanent Secretary to meet with a delegation of Elected Members, to discuss important issues relating to the Department's Affordable Warmth Scheme. Please accept my apologies that your letter was only received by the Department for response on 10 January 2023.

The Permanent Secretary has read your invitation and asked me to respond on his behalf.

You will appreciate that due to the volume of requests received by the Permanent Secretary he is unable to commit to attendance at this meeting at this time. However, David Polley, Director of Housing Supply Policy, who has responsibility for the Affordable Warmth Scheme would be happy to meet with you.

To make the necessary arrangements, please contact David's office through [Joan.Gibb@communities-ni.gov.uk](mailto:Joan.Gibb@communities-ni.gov.uk)

Yours sincerely,

**Louise Anderson**  
**OFFICE OF THE PERMANENT SECRETARY**

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## ITEM 8

## Ards and North Down Borough Council

Report Classification	Unclassified
Council/Committee	Community and Wellbeing
Date of Meeting	15 February 2023
Responsible Director	Director of Community and Wellbeing
Responsible Head of Service	Head of Environmental Health Protection and Development.
Date of Report	31 January 2023
File Reference	CW145
Legislation	Private Tenancies Act (Northern Ireland) 2022
Section 75 Compliant	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/> If other, please add comment below:
Subject	Private Tenancies Act (Northern Ireland) 2022 Fixed Penalty Fees
Attachments	Appendix Sections 1-4 Offences Summary

Members may recall that at last month's meeting a report was tabled in relation to a delay in the implementation of Sections 1 to 6 of the Private Tenancies Act (Northern Ireland) 2022. These sections of the Act will now become active on 1st April 2023.

There are a number of offences specified under Sections 1 to 4 of the Act, which relate to the following legal requirements:

- Sections 1 and 2 of the Act relate to information that the landlord must provide to the tenant.
- Section 3 will make it a requirement for landlords to provide receipts of payments for any transaction not carried out electronically.
- Section 4 restricts the deposit amount requested by a landlord to the equivalent of one month's rent.

For each offence contained under these sections, the Council may issue a Fixed Penalty Notice up to an amount not exceeding £500. However, as the Council have discretion in relation to the fee required to discharge an offence, we would ask that

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approval be provided to charge the maximum sum available (£500). A summary of the relevant offences is provided as an appendix to the report.

The maximum fee should be charged to provide an effective deterrent to any person with a legal duty to comply with Sections 1 to 4. A Fixed Penalty Fee of £500 is being recommended to each council in Northern Ireland to ensure consistency of enforcement.

### **RECOMMENDATION**

It is recommended that Council agrees a Fixed Penalty Notice fee of £500 in relation to offences under Sections 1 to 4 of the Private Tenancies Act (Northern Ireland) 2022.

## APPENDIX

## Sections 1-4 Offences Summary

Description of Offence	Legislation and section number of offence  (Maximum Penalty on Conviction)	Fixed Penalty Amount
<b>The Private Tenancies (NI) Order 2006 as amended The Private Tenancies Act (NI) 2022</b>		
<p><b>Notice regarding certain matters</b> <i>Only applicable to tenancies granted on or after commencement date (1<sup>st</sup> April 2023)</i></p> <p>Landlord failing to provide tenant a notice in prescribed form within 28 days</p> <p>Landlord failing to provide tenant a notice of variation within 28 days after the date which term is varied</p> <p>Failing to comply continues more than 14 days after payment of FPN</p> <p><b>Notice regarding certain past matters</b> <i>Only applicable to tenancies granted on or after 30 June 2011 but before commencement date (1<sup>st</sup> April 2023)</i></p> <p>Landlord failing to provide tenant a notice in prescribed form within 28 days after commencement date (1<sup>st</sup> April 2023)</p> <p>Landlord failing to provide tenant a notice of variation with 28days of commencement date (1<sup>st</sup> April 2023)</p> <p>Failing to comply continues more than 14 days after payment of FPN</p>	<p>Offence under Article 4A(4) (Level 4 max £2,500)</p> <p>Offence under Article 4B(5) (Level 4 max £2,500)</p> <p>Offence under Article 4C(3) (Level 4 max £2,500)</p> <p>Offence under Sch 1,1(5) (Level 4 max £2,500)</p> <p>Offence under Sch 1,2(6) (Level 4 max £2,500)</p> <p>Offence under Sch 1,3(3) (Level 4 max £2,500)</p>	<p><b>£500 (Maximum fee)</b></p> <p><b>£500 (Maximum fee)</b></p> <p><b>£500 (Maximum fee)</b></p> <p><b>£500 (Maximum fee)</b></p> <p><b>£500 (Maximum fee)</b></p> <p><b>£500 (Maximum fee)</b></p> <p><b>£500 (Maximum fee)</b></p>
<p><b>Rent Receipts</b></p> <p>Landlord/appointed person failing to provide written receipt for cash payment or Landlord/appointed person failing to provide written receipt at time payment is made/as soon as reasonably practicable</p> <p>Failing to provide written receipt for cash payment continues more than 14days after payment of FPN</p>	<p>Offence under Article 5(7) Level 4 max £2,500)</p> <p>Offence under Article 5ZA(3)</p>	<p><b>£500 (Maximum fee)</b></p> <p><b>£500 (Maximum fee)</b></p>
<p><b>Tenancy deposit limit of 1 month's rent</b></p> <p>Requiring payment of tenancy deposit in excess of 1 months' rent or Retaining tenancy deposit in excess of 1 months' rent</p>	<p>Offence under 5ZC (4) Level 4 max £2,500)</p>	<p><b>£500 (Maximum fee)</b></p>

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**ITEM 9****Ards and North Down Borough Council**

Report Classification	Unclassified
Council/Committee	Community and Wellbeing
Date of Meeting	15 February 2023
Responsible Director	Director of Community and Wellbeing
Responsible Head of Service	Head of Community and Culture
Date of Report	30 January 2023
File Reference	GREL 424
Legislation	The Northern Ireland Act 1998
Section 75 Compliant	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/>
Subject	Good Relations Action Plan 2023-2024
Attachments	Appendix Good Relations Action Plan 2023-2024

Members will be aware that funding for the Councils Good Relations Programme is provided by The Executive Office (75%) and match funded by the Council (25%). The award is made based on an assessment of an annual Action Plan which reflects the needs and priorities of the Borough, detailed in the Council's approved Good Relations Strategy (2022-25).

The Executive Office requires the Councils annual Action Plan (2023-2024) to be submitted for consideration in February 2023, therefore the attached Action Plan has been submitted to The Executive Office in draft format and subject to Council approval on 22 February 2023.

**RECOMMENDATION**

It is recommended that Council approves the attached Good Relations Action Plan for 2023 – 2024.



The  
**Executive Office**

## DISTRICT COUNCIL GOOD RELATIONS PROGRAMME

### 2023/24 ACTION PLAN

DRAFT

District Council: Ards and North Down Borough Council

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Chief Executive Officer:

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DISTRICT COUNCIL GOOD RELATIONS PROGRAMME  
2023/24 ACTION PLAN



Please read the guidance notes provided before completing the action plan.

**Section 1**

**1.1 Programme information**

<b>Number of programmes</b>	13
<b>Name/role/contact details of all staff responsible for programme management</b>	Donna Mackey Good Relations Officer <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a>  Nicola Dorrian <a href="mailto:Nicola.dorrian@ardsandnorthdown.gov.uk">Nicola.dorrian@ardsandnorthdown.gov.uk</a>

**1.2 Financial information**

<b>Name/contact details for staff responsible for financial management of programme</b>	Donna Mackey <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a> Carol Poots <a href="mailto:carol.poots@ardsandnorthdown.gov.uk">carol.poots@ardsandnorthdown.gov.uk</a> Paul Murray <a href="mailto:Paul.murray@ardsandnorthdown.gov.uk">Paul.murray@ardsandnorthdown.gov.uk</a>
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	<b>100%</b>	<b>75%</b>
<b>Total cost</b>	£226,738	£170,053.50
<b>Total programme costs</b>	£116,038	£87,028.50
<b>Total staff costs</b>	£110,700	£83,025
<b>Staff cost breakdown</b>		

### 1.3 Claim deadlines

It is extremely important that all claims for expenditure are made promptly and that full expenditure is claimed for within six weeks of the end of the financial year. The claim deadlines for 23/24 are as follows:

- Quarter 1 to be with TEO no later than end of July 2023
- Quarter 2 to be with TEO no later than end of October 2023
- Quarter 3 to be with TEO no later than the end of January 2024
- Quarter 4 to be with TEO no later than 11<sup>th</sup> June 2024

## Section 2

2.01 PROGRAMME NAME	2.02 CODE
Shared Education	AND01
2.03 KEY WORDS	Youth Educational Historic Shared Trip
2.04 Programme Summary	<p>Delivering a cross community shared educational programme to battlefield sites in France and Belgium, demonstrating the joined effort of all community backgrounds who took part during WWI. The young people will learn about the local people who fought and died during this period. The young people will deliver exhibitions and assemblies on their return at their respective schools, for peers and parents. It will encourage the participants to build friendships with someone from a different background.</p> <p>The aim of undertaking the visits is to develop increased knowledge and understanding of key anniversaries and develop an appreciation of their social, political and cultural significance for NI and the UK and Ireland then and now. This incorporates knowledge and awareness of the national and European context of this period can help to change participants perspectives of our shared history. By visiting key historical sites within Europe, young people have the opportunity to truly locate the local historical narrative within the wider European context and therefore truly embed the learning from the programme. This can consolidate the learning gained through directly interfacing with the actual sites of WWI. It will also enable participants the space and opportunity to reflect on the wider learning from the workshops in NI in a new environment which takes them out of their comfort zones (for some this may be the first time out of NI) and enables them to see their own environment through a different lens and from a</p>

DISTRICT COUNCIL GOOD RELATIONS PROGRAMME  
2023/24 ACTION PLAN



	<p>different perspective. It will cement relationships that they have made at home which can result in much longer lasting relationships moving forward. It brings history alive for the participants. Furthermore, it connects parents of the children from the different schools widening out cross community relationships in the borough.</p> <p>Different primary schools from a controlled/ integrated and maintained background are targeted each year to ensure the project covers different areas around the borough and is cross community focused. These young people will form friendships over the entirety of the programme that they will take with them into post primary and adulthood.</p> <p>The numbers and background of participants will be reflected by the schools chosen and the maximum number determined by transport.</p> <p>Now in the 8<sup>th</sup> Year of the programme, experience has shown the benefits with schools joining together for Shared Education benefitting the rest of the school and pupils.</p> <p>This programme will build on the experience of previous educational programmes.</p> <p>The programme will be evaluated by pre and post questions and observation</p>			
<b>2.05 Contact details for programme staff</b>	Donna Mackey 07970847772 <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a>			
<b>2.06 Total budgeted cost of programme (100%)</b>	£30,000			
<b>2.07 Total target no. of participants</b>	<b>Direct</b>	50	<b>Indirect</b>	400
<b>2.08 Budgeted unit cost of programme</b>	£600pp 2 Schools – Includes 3 pre and post workshops at each school, 4 day residential and final week long exhibitions at both schools – 20 days. Cost £25.00 per person per day. Final cost dependant on flights and pupil numbers.			
<b>2.09 Targeted participant background analysis</b>	50% PUL 50% CNR			
<b>2.10 Name and post code of Programme HQ</b>	<b>Location</b>	Ards and North Down Borough Council	<b>Postcode</b>	BT19, BT20, BT21, BT22, BT23



DISTRICT COUNCIL GOOD RELATIONS PROGRAMME  
2023/24 ACTION PLAN

<b>2.11 Names and post codes for main areas of programme impact</b>	<b>Location</b>	Schools to be selected	<b>Postcode</b>	
	<b>Location</b>		<b>Postcode</b>	
	<b>Location</b>		<b>Postcode</b>	
	<b>Location</b>		<b>Postcode</b>	
<b>2.12 T:BUC Key Aim</b>	Children and Young People			
<b>2.13 Link to good relations audit</b>	<p>Shared and integrated education are important to promote.</p> <p>2022-2025 GR Strategy TBUC 1 CYP Priority Issues</p>			
<b>2.14 Complementarity</b>	<p>Compliment the Big Plan outcome 1 and 3. Contributing towards the Councils Corporate Plan, and the PCSP Action Plan and Peace IV Plan for the Borough'</p>			
<b>2.15 Capacity Building</b>	<p>The young people will build on their knowledge of the First World War and how all walks of life gave their lives for their future. The programme will stay with them long after they return home and carry on with them through to adulthood.</p>			

<b>2.01 PROGRAMME NAME</b>	<b>2.02 CODE</b>
Shared Voices	AND02
<b>2.03 KEY WORDS</b>	Youth Community Diversity Education Rural Urban
<b>2.04 Programme Summary</b>	<p>A programme co-designed with GR staff and volunteers from different ethnic backgrounds to address racism awareness in primary schools and groups. The programme will be adapted to meet the needs and capacity of the schools and groups. Facilitators and Volunteers from different ethnic backgrounds visit schools to educate children on their culture and traditions.</p> <p>The programme was originally designed for post primary engagement but has now been amended to include primary school children P4 and up as it falls within their remit of celebration of world cultures educational programme. The programme is adapted to meet the needs and capacity of the schools and groups eg:</p> <p>3 individual workshops over a 3 week period 3 workshops delivered over 4 hours Informal merged workshops over 1 hour.</p>

DISTRICT COUNCIL GOOD RELATIONS PROGRAMME  
2023/24 ACTION PLAN



	<p>Continuation of an ongoing programme. Volunteers from an ethnic/ European background visit schools to educate children on their culture and traditions.</p> <p>Prior to Covid Shared Voices delivered to over 830 young people in schools</p> <p>The numbers and background of participants will be reflected by the demographics of the area and schools engaged and based on an increase in pre covid figures.</p> <p>Delivery to post primary schools and groups includes a session with PSNI on the definition of hate crime and hate incidents.</p> <p>With the increased use of online platforms, we hope to increase the participation of groups/ individuals as well as schools.</p> <p>This programme builds on past programme experiences and learning to increase outcomes. The programme has been enhanced to reflect the demographics of the local area with those seeking asylum.</p> <p>The programme will be evaluated by pre and post questions and observation</p>			
2.05 Contact details for programme staff	Donna Mackey 07970847772 <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a>			
2.06 Total budgeted cost of programme (100%)	£500			
2.07 Total target no. of participants	<b>Direct</b>	600	<b>Indirect</b>	200
2.08 Budgeted unit cost of programme	£0.83pp			
2.09 Targeted participant background analysis	75% PUL 25% CNR			
2.10 Name and post code of Programme HQ	<b>Location</b>	Hollywood Ards Ballyhalbert	<b>Postcode</b>	BT18 9ER BT23 8EY BT22 1DQ
2.11 Names and post codes for main areas of programme impact	<b>Location</b>	Redburn, Palace Barracks,	<b>Postcode</b>	BT18 9EZ BT18 9RA
	<b>Location</b>	Scrabo, West Winds, East End	<b>Postcode</b>	BT23 4NR BT23 4QT BT23 8LF



DISTRICT COUNCIL GOOD RELATIONS PROGRAMME  
2023/24 ACTION PLAN



	<b>Location</b>	Donaghadee Millisle Ballywalter Portavogie	<b>Postcode</b>	BT21 0AY BT22 2DR BT22 2PJ BT22 1EB
	<b>Location</b>		<b>Postcode</b>	
<b>2.12 T:BUC Key Aim</b>	Children and Young People			
<b>2.13 Link to good relations audit</b>	Influence of parents and peer group 2022-2025 GR Strategy TBUC 1 CYP Priority Issues			
<b>2.14 Complementarity</b>	PCSP – Increase in Hate Crime reporting Big Plan – Linked to Outcome 1 and 3 Peace IV Plan and programme design – BAME Communities programme			
<b>2.15 Capacity Building</b>	Helps the young people to understand the similarities between cultures rather than the differences making for a better society.			

<b>2.01 PROGRAMME NAME</b>	<b>2.02 CODE</b>
Youth Sport Urban Rural- Community Cup	AND03
<b>2.03 KEY WORDS</b>	Youth Sport Urban Rural
<b>2.04 Programme Summary</b>	<p>Delivery of a youth sporting programme delivered to young people from all backgrounds. The programme will be delivered in partnership with the Councils Sports Development Officer.</p> <p>The Community Cup Programme will involve c.20 different clubs who will play in a sports league, culminating in a sports festival event where the top winning teams come together to compete for the Community Cup. It will also include GR workshops. The Community Cup organised by our Sports Development Officer has been supported by GR for several years and GR continue to encourage the department and external coaches to become more focussed on Good Relations practice. This is a slow process as coaches can change annually with the age groups. This programme is solely football led with AND05 addressing other sports. Although many of the clubs are in the borough not all young people from the borough attend local clubs preferring to travel further afield for the prestige of certain clubs. Children also attend schools outside of the borough but may still live here. The inclusion of other children/teams not in the area helps the young people to not only build friendships locally but rekindle friendships as they move to other clubs/schools. Focussing on football does not</p>





DISTRICT COUNCIL GOOD RELATIONS PROGRAMME  
2023/24 ACTION PLAN

	<p>exclude cross community engagement for young people from all genders and faiths.</p> <p>The numbers and background of participants will be reflected by the demographics of the area and clubs engaged.</p> <p>The community cup encourages rural clubs to take part reducing isolation due to lack of transport.</p> <p>While it has been Covid affected in past years the addition of youth sports and experience of running the community cup in past programmes will build on and widen out the outcomes.</p> <p>Programme will be evaluated by pre and post questions and observation</p>			
<b>2.05 Contact details for programme staff</b>	Donna Mackey 07970847772 <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a>			
<b>2.06 Total budgeted cost of programme (100%)</b>	£1000			
<b>2.07 Total target no. of participants</b>	<b>Direct</b>	200	<b>Indirect</b>	50
<b>2.08 Budgeted unit cost of programme</b>	£5.00pp			
<b>2.09 Targeted participant background analysis</b>	75% PUL 25% CNR			
<b>2.10 Name and post code of Programme HQ</b>	<b>Location</b>	Ards	<b>Postcode</b>	BT23 8SG
<b>2.11 Names and post codes for main areas of programme impact</b>	<b>Location</b>	Comber	<b>Postcode</b>	BT23 5DF
	<b>Location</b>	Millisle	<b>Postcode</b>	BT22 2DR
	<b>Location</b>	Ballygowan	<b>Postcode</b>	BT23 6NA
	<b>Location</b>	Bangor	<b>Postcode</b>	BT19 1QS
<b>2.12 T:BUC Key Aim</b>	Children and Young People			
<b>2.13 Link to good relations audit</b>	Lack of places to go or things to do – with transport being a big issue. 2022-2025 GR Strategy TBUC 1 CYP- GR Public Survey Results			
<b>2.14 Complementarity</b>	Big Plan: Outcome 3: All people in Ards and North Down live in communities where they are respected, are safe and feel secure. Peace IV Plan			
<b>2.15 Capacity Building</b>	The young people will gain a better understanding of good relations on and off the pitch.			

<b>2.01 PROGRAMME NAME</b>	<b>2.02 CODE</b>
Building Young Peoples Resilience – Youth Council	AND04



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<b>2.03 KEY WORDS</b>	Young Skills Shared
<b>2.04 Programme Summary</b>	<p>A programme designed with the young people to build resilience against drugs the access to drugs in their local areas and the coercive control that usually comes along with it. Drug issues were discussed in many of the conversations across the current audit as was the need to continue to build the resilience of young people, especially as a result of the COVID 19 Pandemic. Young people have missed meeting friends and enjoying opportunities to meet new people from different community backgrounds.</p> <p>Programmes will be delivered to young people that will increase their self esteem and self confidence. This increase will help them to make better choices and help them to understand the coercive control that is so prevalent in local communities can be attributed to anyone regardless of culture or background.</p> <p>The EA will be a key player in support of this programme and build on programmes from Peace IV and the past number of years with the Council in a partnership-based approach with stats and others which will include EA, YMCA, Alternatives, SERC &amp; PCSP.</p> <p>The partnership with EA will build confidence in the young people and encourage them to raise issues that are important to them through local councillors to make positive changes.</p> <p>There will two elements:</p> <ol style="list-style-type: none"> <li>1. Youth Council – supported and delivered by EA</li> <li>2. Resilience Programme for young people to build confidence delivered in schools. PUL &amp; CNR mix.</li> </ol> <p>The numbers and background of participants will be reflected by the demographics of the area and based on 21-22 delivery.</p> <p>Programme will be evaluated by pre and post questions and observation</p>
<b>2.05 Contact details for programme staff</b>	Donna Mackey 07970847772 <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a>
<b>2.06 Total budgeted cost of programme (100%)</b>	£2538

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<b>2.07 Total target no. of participants</b>	<b>Direct</b>	80	<b>Indirect</b>	100
<b>2.08 Budgeted unit cost of programme</b>	£31.72			
<b>2.09 Targeted participant background analysis</b>	75% PUL 25% CNR			
<b>2.10 Name and post code of Programme HQ</b>	<b>Location</b>	Bangor	<b>Postcode</b>	BT19 1SH
<b>2.11 Names and post codes for main areas of programme impact</b>	<b>Location</b>	Ards	<b>Postcode</b>	BT23 4EN
	<b>Location</b>		<b>Postcode</b>	
	<b>Location</b>		<b>Postcode</b>	
	<b>Location</b>		<b>Postcode</b>	
<b>2.12 T:BUC Key Aim</b>	Children and Young People			
<b>2.13 Link to good relations audit</b>	Paramilitary influence and some coercive control in some local areas with links to drugs issues 2022-2025 GR Strategy TBUC 1 CYP- GR Public Survey Results and Qualitative results from consultation.			
<b>2.14 Complementarity</b>	Partnership working with a range of statutory and voluntary organisations including Community Development, PCSP, PEACE IV, EANI, and Alternatives and SERC. Linked to PCSP plan and outcome 1 – Big Plan			
<b>2.15 Capacity Building</b>	The programme will help the young people to understand the negative effects of coercive control and to better understand alternative diversions that can be taken.			

<b>2.01 PROGRAMME NAME</b>	<b>2.02 CODE</b>
Community Relations Through Sport	AND05
<b>2.03 KEY WORDS</b>	Youth Schools Sport Rural Urban facilities
<b>2.04 Programme Summary</b>	<p>This programme will work with pre and post primary schools in the borough. The Community Relations Through Sport Programme is designed to introduce young people to sport with which they may not normally associate. The programme will run across the borough in both urban and rural areas. Similar to the Game of 3 Halves the programme includes a 'fourth half' on community relations.</p> <p>Over the 5 weeks the 'fourth half' addresses issues on sectarianism and racism while the sporting element introduces the young people to new sports often associated with a particular community background.</p> <p>Building on the work from 22-23, this cross-community programme of activity with schools</p>



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	<p>across ANDBC continues to build links between rural and urban communities and maintained and controlled schools in the AND area.</p> <p>The numbers and background of participants will be reflected by the demographics of the area and schools/ clubs engaged.</p> <p>If required, the programme can include transport enabling rural schools/clubs to engage.</p> <p>Programme will be evaluated by pre and post questions and observation</p>			
<b>2.05 Contact details for programme staff</b>	Donna Mackey 07970847772 <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a>			
<b>2.06 Total budgeted cost of programme (100%)</b>	£4000			
<b>2.07 Total target no. of participants</b>	<b>Direct</b>	300	<b>Indirect</b>	400
<b>2.08 Budgeted unit cost of programme</b>	£13.33pp			
<b>2.09 Targeted participant background analysis</b>	75% PUL 25% CNR			
<b>2.10 Name and post code of Programme HQ</b>	<b>Location</b>	Portaferry	<b>Postcode</b>	BT22 1RB
<b>2.11 Names and post codes for main areas of programme impact</b>	<b>Location</b>	Strangford	<b>Postcode</b>	BT22 2GB
	<b>Location</b>	Ballyhalbert	<b>Postcode</b>	BT22 1DQ
	<b>Location</b>	Bangor	<b>Postcode</b>	BT20 3DS
	<b>Location</b>		<b>Postcode</b>	
<b>2.12 T:BUC Key Aim</b>	Children and Young People			
<b>2.13 Link to good relations audit</b>	Lack of places to go or things to do – with transport being a big issue 2022-2025 GR Strategy TBUC 1 CYP- GR Public Survey Results			
<b>2.14 Complementarity</b>	Big Plan Outcome 3: All people in Ards and North Down live in communities where they are respected, are safe and feel secure.			
<b>2.15 Capacity Building</b>	Designed to help the young people understand the similarities between different cultures and to build relationships with others who are perceived to be different.			

<b>2.01 PROGRAMME NAME</b>	<b>2.02 CODE</b>
Allsorts	AND06
<b>2.03 KEY WORDS</b>	Staff Elected Members Equality Good Relations
<b>2.04 Programme Summary</b>	This programme is an in-house training on good relations and equality issues to all staff addressing how Good Relations and Equality issues. It impacts



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	<p>on staff and their role as council employees and members and how this can be improved in support of new collaborative actions. This programme reinforces and recognises that Good Relations is “everyone’s business”.</p> <p>Sessions may include but not be limited to Mental Health, Race, Dementia and Shared History using a mix of online and face to face at times which permit staff to attend.</p> <p>This programme will build on the learning from past programmes to embed and expand outcomes.</p> <p>Over 4 sessions participants will be subjected to seminars/ conversations on relevant topics. Topics can be contentious and controversial and as we come out of covid, the fear of travelling to anywhere is still prevalent, so these sessions will increase confidence by being able to discuss sensitive issues in a safe environment. Hybrid sessions tested in 22/23 show the need for a blend of media options.</p> <p>The numbers and background of participants will be reflected by the demographics of the area and based on previous attendance.</p> <p>Programme will be evaluated by pre and post questions and observation.</p>			
2.05 Contact details for programme staff	Donna Mackey 07970847772 <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a>			
2.06 Total budgeted cost of programme (100%)	£0			
2.07 Total target no. of participants	<b>Direct</b>	100	<b>Indirect</b>	200
2.08 Budgeted unit cost of programme	£0pp			
2.09 Targeted participant background analysis	75% PUL 25% CNR			
2.10 Name and post code of Programme HQ	<b>Location</b>	Ards	<b>Postcode</b>	BT23 8SG
2.11 Names and post codes for main areas of programme impact	<b>Location</b>	Donaghadee	<b>Postcode</b>	BT21 0DR
	<b>Location</b>	Holywood	<b>Postcode</b>	BT18 9AE
	<b>Location</b>	Millisle	<b>Postcode</b>	BT22 2DR
	<b>Location</b>	Comber	<b>Postcode</b>	BT23 5DT
2.12 T:BUC Key Aim	Our Shared Community			
2.13 Link to good relations audit	Sectarianism is silent, Racism is silent			



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	2022-2025 GR Strategy TBUC 2- Our Shared Community- GR Staff Survey Results
<b>2.14 Complementarity</b>	Equality and Big Plan Outcome 3
<b>2.15 Capacity Building</b>	Aimed to raise awareness and better understanding of Equality and Good Relations issues for staff and community

2.01 PROGRAMME NAME	2.02 CODE
Living History	AND07
<b>2.03 KEY WORDS</b>	Education Rural Urban Trip Fac Shared Summer
<b>2.04 Programme Summary</b>	<p>The Living History Programme is a 5 week programme for participants which includes a series of educational and historical based Rural and Urban visits to places of interest within the local areas and beyond that helps people understand their shared history, breaks down barriers and challenges people to venture elsewhere to learn about their shared past. A calendar of visits will be developed aimed at breaking down barriers and offer opportunities for participants to build an understanding of our shared history.</p> <p>Some of the trips include visits to places like, Crumlin Road Gaol, Grange Gorman, Dublin Library, Glasnevin.</p> <p>Participants will be introduced to places in Northern Ireland and Ireland that have had an impact on our lives today. Each visit is followed by post discussion to explore the shared history of the visit. It will also focus on visiting places within AND as a way of breaking down some barriers and addressing silent sectarianism.</p> <p>AND is an area with a wealth of diversity with a range of different places where communities of different community backgrounds meet and engage, in many cases with people from their own community background. Creating every day opportunities for people to meet and engage with people from other community backgrounds is the focus of this programme. It aims to create opportunities for people to learn more about the people, places and communities that make Northern Ireland the diverse and multi-cultural place that it is.</p>

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	<p>The programme will be open to all community backgrounds and faiths and will be publicly advertised. This will ensure a good mix of participants and community background. The programme is much more than a tourist tour because the places visited all have an influence on society today eg Visit to Crumlin Road Gaol followed by discussion with ex combatants – links closely to the Good Friday agreement and the release of prisoners.</p> <p>By advertising it will engage with the different ‘class’ elements often identified in ANDBC. All visits are followed by in depth discussion on issues that have engulfed Northern Ireland and Ireland over the centuries. This programme is designed to encourage dialogue and address these issues from an up to date viewpoint and in a safe environment.</p> <p>The numbers and background of participants will be reflected by the demographics of the area and transport availability.</p> <p>Programme will be evaluated by pre and post questions and observation</p>			
<b>2.05 Contact details for programme staff</b>	Donna Mackey 07970847772 <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a>			
<b>2.06 Total budgeted cost of programme (100%)</b>	£7000			
<b>2.07 Total target no. of participants</b>	<b>Direct</b>	45	<b>Indirect</b>	160
<b>2.08 Budgeted unit cost of programme</b>	£155.55pp / 5 weeks (31.11pp/pw)			
<b>2.09 Targeted participant background analysis</b>	75% PUL 25% CNR			
<b>2.10 Name and post code of Programme HQ</b>	<b>Location</b>	Ards	<b>Postcode</b>	BT23 4AP
<b>2.11 Names and post codes for main areas of programme impact</b>	<b>Location</b>	Comber	<b>Postcode</b>	BT23 5DF
	<b>Location</b>	Conlig	<b>Postcode</b>	BT23 7PR
	<b>Location</b>	Portaferry	<b>Postcode</b>	BT22 1PE
	<b>Location</b>	Bangor	<b>Postcode</b>	BT19 1SH
<b>2.12 T:BUC Key Aim</b>	Our Shared Community			
<b>2.13 Link to good relations audit</b>	<p>Sectarianism is silent locally in some places Recognising the limitations in engaging in cross community work due to local demographics</p> <p>2022-2025 GR Strategy TBUC 2- Our Shared Community- GR Public Survey Results</p>			





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<b>2.14 Complementarity</b>	PCSP – Tackling Paramilitarism and Embedding a Culture of Lawfulness Big Plan Outcome 3 Peace IV Plan
<b>2.15 Capacity Building</b>	The programme has increased conversation between people who would not normally meet. Relationships are growing between participants who have attended previously and also new participants.

2.01 PROGRAMME NAME	2.02 CODE
Holocaust and other genocides	AND08
2.03 KEY WORDS	Education Shared Rural Urban Fac
2.04 Programme Summary	<p>This programme is designed to deliver a series of annual events leading to the commemoration of Holocaust Memorial Day.</p> <p>Genocide usually occurs against one or more cultures/ religions. The Holocaust shows how hate developed into much more and how even now there are still communities being persecuted. The interaction and participation in the programme will introduce the schools and groups to the impact of hate and what it can lead to.</p> <p>Holocaust Event: An annual event that increases awareness of the Holocaust with a talk from a survivor of the Holocaust or 2<sup>nd</sup> generation. The talk focuses on an individual and how they survived the atrocity. Held in person with input from a local primary school and speakers.</p> <p>Exhibition: A 2-week exhibition held in Bangor Carnegie Library showcasing artwork, poems, writing from local schools and community groups. All post primary schools and community and voluntary groups registered on the ANDBC community database in the borough are invited to take part in the programme. Invitation to display work is open to all. Online materials and recording from previous projects will also be used to raise awareness of the genocides and the effect on survivors of different backgrounds and cultures.</p> <p>Talks: 4 Online talks with survivors of subsequent genocides including Darfur, Rwanda, Bosnia and</p>



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	<p>Cambodia. Online talks are all followed by a facilitated Q and A session.</p> <p>Engagement in the HMDNI event for Belfast City Council.</p> <p>The numbers and background of participants will be reflected by the demographics of the area and based on previous programmes.</p> <p>Programme will be evaluated by pre and post evaluations and observation.</p>			
<b>2.05 Contact details for programme staff</b>	Donna Mackey 07970847772 <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a>			
<b>2.06 Total budgeted cost of programme (100%)</b>	£2000			
<b>2.07 Total target no. of participants</b>	<b>Direct</b>	300	<b>Indirect</b>	300
<b>2.08 Budgeted unit cost of programme</b>	£6.66pp			
<b>2.09 Targeted participant background analysis</b>	75% PUL 25% CNR			
<b>2.10 Name and post code of Programme HQ</b>	<b>Location</b>	Ards	<b>Postcode</b>	BT23 4JT
<b>2.11 Names and post codes for main areas of programme impact</b>	<b>Location</b>	Portaferry	<b>Postcode</b>	BT22 1LE
	<b>Location</b>	Bangor	<b>Postcode</b>	BT20 4BT
	<b>Location</b>	Holywood	<b>Postcode</b>	BT18 9HQ
	<b>Location</b>	Ballyhalbert	<b>Postcode</b>	BT22 IDQ
<b>2.12 T:BUC Key Aim</b>	Our Safe Community			
<b>2.13 Link to good relations audit</b>	Silent issues in regard of racism, discrimination and intolerance of difference – education required  2022-2025 GR Strategy TBUC 2- Our Shared Community- GR Public Survey Results			
<b>2.14 Complementarity</b>	Big Plan: Outcome 3: All people in Ards and North Down live in communities where they are respected, are safe and feel secure. Integrated Arts and Heritage Strategy PCSP – Hate Crime			
<b>2.15 Capacity Building</b>	Building a better understanding of how hate crime can lead to genocide and how we should learn from the past.			

<b>2.01 PROGRAMME NAME</b>	<b>2.02 CODE</b>
Getting to Know Your Councillors	AND09
<b>2.03 KEY WORDS</b>	Shared Youth Diverse



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<p><b>2.04 Programme Summary</b></p>	<p>A programme designed to enable schools and community groups to better understand the role of Good Relations within Council and the role of elected members.</p> <p>The programme will allow participants and groups to question their local councillors and challenge the motives of each political party. It will enable participants to ask direct questions from local politicians on issues that are important to them. It is designed to educate the participants on local government while informing elected members of concerns in their communities.</p> <p>Leading by example would result in better good relations and less hate across Northern Ireland as a whole.</p> <p>All political parties and independents will be invited to take part.</p> <p>Groups registered on the community database and all schools in the area are invited to take part in the programme.</p> <p>The numbers and background of participants will be reflected by the demographics of the area and schools engaged.</p> <p>This programme will build and expand on the past programmes and widen out the understanding to more schools and groups in the Borough.</p> <p>Programme will be evaluated by pre and post evaluations and observation.</p>			
<p><b>2.05 Contact details for programme staff</b></p>	<p>Donna Mackey 07970847772 <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a></p>			
<p><b>2.06 Total budgeted cost of programme (100%)</b></p>	<p>£0</p>			
<p><b>2.07 Total target no. of participants</b></p>	<p><b>Direct</b></p>	<p>60</p>	<p><b>Indirect</b></p>	
<p><b>2.08 Budgeted unit cost of programme</b></p>	<p>£0pp</p>			
<p><b>2.09 Targeted participant background analysis</b></p>	<p>75% PUL 25% CNR</p>			
<p><b>2.10 Name and post code of Programme HQ</b></p>	<p><b>Location</b></p>	<p>Hollywood</p>	<p><b>Postcode</b></p>	<p>BT18 9ER</p>
	<p><b>Location</b></p>	<p>Bangor</p>	<p><b>Postcode</b></p>	<p>BT20 4TH</p>



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<b>2.11 Names and post codes for main areas of programme impact</b>	<b>Location</b>	Portaferry	<b>Postcode</b>	BT22 1RB
	<b>Location</b>		<b>Postcode</b>	
	<b>Location</b>		<b>Postcode</b>	
<b>2.12 T:BUC Key Aim</b>	Our Safe Community			
<b>2.13 Link to good relations audit</b>	Leaders need to be mindful of the language they use – lead by example The need for political representatives to lead by example GR Strategy 2022-25- Priorities Issues			
<b>2.14 Complementarity</b>	Big Plan: Outcome 3: All people in Ards and North Down live in communities where they are respected, are safe and feel secure.			
<b>2.15 Capacity Building</b>	Building on the understanding of politics from a young persons perspective while informing elected members of important local issues			

<b>2.01 PROGRAMME NAME</b>	<b>2.02 CODE</b>
No Hate Here	AND10
<b>2.03 KEY WORDS</b>	Diverse Shared Rural Urban Fac Youth
<b>2.04 Programme Summary</b>	<p>A number of diversity programmes will be delivered to a range of different communities with a focus on hate crime and building cohesion across the Borough. This programme will be designed to assist participants understand themselves and others. It will involve a series of "No Hate Here" events, supporting a campaign developed by stat agencies and others including PSNI, NIHE, YMCA and Intercultural Forum (which includes a No Hate Here subgroup).</p> <p>It will help address racism and sectarianism through an array of approaches including arts based, online talks and cultural events. Working closely with internal departments to avoid duplication.</p> <p>Target audience:</p> <p>Local indigenous communities and schools who will increase their knowledge on other cultures through workshops, dramas, seminars. This can include but not limited to Shared Voices and Diversity programmes. Budget allowing- interactive puppet show may be available for younger children encouraging them to accept diversity from a young age.</p>





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	<p>People seeking asylum and refugee status arriving and choosing to reside in the borough will be welcomed with local information and in partnership with YMCA and local networks. Residents will be offered ESOL classes, advice, and support.</p> <p>The No Hate Here message in all formats continues to be supported by Council and other statutory, voluntary and community organisations. The programme can be reactionary depending on the media hype and arrivals.</p> <p>The numbers and background of participants will be reflected by the demographics of the area and participants engaged.</p> <p>Programme evaluated by pre and post questions and observation.</p>			
<b>2.05 Contact details for programme staff</b>	Donna Mackey 07970847772 <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a>			
<b>2.06 Total budgeted cost of programme (100%)</b>	£4000			
<b>2.07 Total target no. of participants</b>	<b>Direct</b>	150	<b>Indirect</b>	300
<b>2.08 Budgeted unit cost of programme</b>	£26.66pp			
<b>2.09 Targeted participant background analysis</b>	75% PUL 25% CNR			
<b>2.10 Name and post code of Programme HQ</b>	<b>Location</b>	Ards	<b>Postcode</b>	BT23 4EN
<b>2.11 Names and post codes for main areas of programme impact</b>	<b>Location</b>	Bangor	<b>Postcode</b>	BT20 5AY
	<b>Location</b>	Portaferry	<b>Postcode</b>	BT22 1RB
	<b>Location</b>	Holywood	<b>Postcode</b>	BT18 9ER
	<b>Location</b>		<b>Postcode</b>	
<b>2.12 T:BUC Key Aim</b>	Our Safe Community			
<b>2.13 Link to good relations audit</b>	Silent issues in regard to racism, discrimination, and intolerance of difference – education required			
	Silent issues in regard to sectarianism – education required			
	Need greater understanding and myth busting around the cultures of all communities....			
	GR Strategy 2022-2025 Public Survey			
<b>2.14 Complementarity</b>	PCSP – Hate Crime Awareness			
	Integrated Arts and Heritage Strategy			

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	<p>Big Plan: Outcome 3: All people in Ards and North Down live in communities where they are respected, are safe and feel secure.</p> <p>PEACE PLUS Plan</p>
<b>2.15 Capacity Building</b>	<p>To increase the knowledge of different cultures as the borough becomes more diverse. To help change the attitudes of those who do not welcome the diverse change through a series of events. Often reactionary addressing issues in ANDBC, across UK and Ireland</p>

<b>2.01 PROGRAMME NAME</b>	<b>2.02 CODE</b>
Intergenerational Programmes	AND11
<b>2.03 KEY WORDS</b>	Intergenerational, Youth, Skills Rural
<b>2.04 Programme Summary</b>	<p>This programme is designed to bring together different generations from different communities. It encourages participants to share their skills. Through workshops between generations, it will enable them to gain new abilities and knowledge from each other.</p> <p>During the public consultations for the GR Audit 2022-2025 it was highlighted about the increase in young people unemployed and skills bases especially from the PUL young men in the community. This intergenerational programme will encourage young and old to kindle relationships through similar interests and skills bases and encourage apprenticeship choices.</p> <p>The programme will build on past pilot programmes pre and during covid where men's sheds and young people were brought together. Fear of covid still has an enormous effect on the older generation and reengagement should come naturally rather than be forced. We will work with both groups to encourage this.</p> <p>22-23 introduced young people and senior groups from 2 local areas to their shared heritage of Ulster Scots. Discussions on the language were valuable for the young people to understand and for the seniors to share. Through discussion and informal conversations, the fear of intimidation between the generations will reduce as each generation realises, they have so much in common.</p>

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	The numbers and background of participants will be reflected by the demographics of the area and participants engaged.			
	Programme evaluated by pre and post questions and observation.			
<b>2.05 Contact details for programme staff</b>	Donna Mackey 07970847772 <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a>			
<b>2.06 Total budgeted cost of programme (100%)</b>	£1000			
<b>2.07 Total target no. of participants</b>	<b>Direct</b>	40	<b>Indirect</b>	40
<b>2.08 Budgeted unit cost of programme</b>	£25pp			
<b>2.09 Targeted participant background analysis</b>	50% PUL 50% CNR			
<b>2.10 Name and post code of Programme HQ</b>	<b>Location</b>	Portaferry	<b>Postcode</b>	BT22 1PY
<b>2.11 Names and post codes for main areas of programme impact</b>	<b>Location</b>	Holywood	<b>Postcode</b>	BT18 9HZ
	<b>Location</b>		<b>Postcode</b>	
	<b>Location</b>		<b>Postcode</b>	
	<b>Location</b>		<b>Postcode</b>	
<b>2.12 T:BUC Key Aim</b>	Our Safe Community			
<b>2.13 Link to good relations audit</b>	Reduce the feeling of intimidation that some people feel  GR Strategy 2022-2025 Priorities Issues			
<b>2.14 Complementarity</b>	Big Plan: Outcome 3: All people in Ards and North Down live in communities where they are respected, are safe and feel secure.  PCSP – Hate Crime			
<b>2.15 Capacity Building</b>	Building relationships between generations to help prevent the fear of intimidation while at the same time gaining a better insight into the others life. Knowledge will increase and a positive attitude reinforced			

<b>2.01 PROGRAMME NAME</b>	<b>2.02 C</b>
Grants	AND12
<b>2.03 KEY WORDS</b>	Community Grant Rural Urban Skills
<b>LOW UPTAKE - REMOVED</b>	

<b>2.01 PROGRAMME NAME</b>	<b>2.02 CODE</b>
Cultural Expression Programme	AND13
<b>2.03 KEY WORDS</b>	Hard to reach Urban Rural Shared



<p><b>2.04 Programme Summary</b></p>	<p>The cultural expression programme has been developed and builds on previous programmes with hard-to-reach groups and key influencers from perceived ex paramilitary backgrounds. The programme supports cultural expression festivals to encourage the positive promotion of PUL and CNR culture to the wider society. Festivals and bonfires will be regularly monitored, and any negative issues addressed before they become more challenging.</p> <p>The cross-community Cultural Expression programme gives the PUL community a sense of belonging that they feel is being eroded and the CNR community a sense of inclusion. While bonfires are always going to be contentious if Good Relations can work with the groups to minimise the negativity seen around bonfires it will develop greater respect among communities and cultures in the local areas; the aims are that by reducing the negativity this may also influence wider society and those who would not normally be associated with cultural festivals.</p> <p>The programme maintains and builds relationships between the Council and retains engagement. This will also enable and encourage engagement around other hard issues (e.g., paramilitarism, flags, murals), and find alternatives means for dialogue, training and capacity building.</p> <p>The programme will also help engage hard to reach groups positively when external negative influences effect certain communities (e.g., Brexit, NI Protocol and Irish Sea Border). The programme and its activities are designed to include the wider community and create a sense of belonging, reducing the fear of intimidation often associated with bonfires.</p> <p>Recent consultation with groups continues to reflect the need to offer young people more opportunities locally, addressing the sense of hope that some feel and the lack of educational attainment faced by many young protestant boys. While the delivery of programme will not directly address this, it acts as important link and engagement mechanism for council and other agencies to progress their interagency activities in these areas with a focus on the community planning</p>
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	<p>2022-23 Following restrictions put in place during covid Council continued to offer alternatives to the CE programme. Tensions continued to be high amongst the bonfire community in 2022 due to Brexit and the NI Protocol and the collapse of Stormont, however most community representatives normally engaged in the CE Programme, continued to work with the Good Relations team. Discussions with individual bonfire representatives resulted in 24 sites engaged in the Cultural Expressions programme in July and October 2022-23 with 8 sites requesting willow burners.</p> <p>In 2022-23 bonfire related complaints to the Good Relations team were reduced by 35%.</p> <p>Cultural festivals supported through the programme continue to be well attended by many members of the community.</p> <p>All statutory agencies agreed that although there are still some concerns especially with the size and location of a few traditional bonfires, community engagement in association with the CE Agreement and the CE programme has significantly reduced negative incidents that previously occurred during bonfire season.</p> <p>The numbers and background of participants will be reflected by the demographics of the area and groups that can engage through the programme.</p> <p>The programme will be evaluated by pre and post questions and observation, monitoring and reports</p>			
2.05 Contact details for programme staff	Donna Mackey 07970847772 <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a>			
2.06 Total budgeted cost of programme (100%)	£60,000			
2.07 Total target no. of participants	<b>Direct</b>	30	<b>Indirect</b>	8000
2.08 Budgeted unit cost of programme	£2,000pp Indirect cost £7.47pp.			
2.09 Targeted participant background analysis	75% PUL 25% CNR			
2.10 Name and post code of Programme HQ	<b>Location</b>	Ards	<b>Postcode</b>	BT23 4YH



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<b>2.11 Names and post codes for main areas of programme impact</b>	<b>Location</b>	Portaferry	<b>Postcode</b>	BT22 1PE
	<b>Location</b>	Comber	<b>Postcode</b>	BT23 5DF
	<b>Location</b>	Holywood	<b>Postcode</b>	BT18 9PB
	<b>Location</b>	Ballygowan	<b>Postcode</b>	BT23 6NA
<b>2.12 T:BUC Key Aim</b>	Our Cultural Expression			
<b>2.13 Link to good relations audit</b>	<p>Maintaining the Cultural Expression programme – a priority</p> <p>GR Strategy 2022-2025 Priority Issues and the Peace IV Plan</p>			
<b>2.14 Complementarity</b>	<p>Good Relations findings - 'The areas identified for this project are typically affected by issues associated with bonfires, inter and intra community conflict...'</p> <p>PCSP complementarity '...focus on building community confidence...'</p> <p>Big Plan Outcome 3 complementarity '...All people in Ards and North Down live in communities where they are respected, are safe and feel secure.</p>			
<b>2.15 Capacity Building</b>	Continue to build on the relationships with hard to reach communities and work towards a sustainable future for all.			

<b>2.01 PROGRAMME NAME</b>	<b>2.02 CODE</b>
History Talks – Understanding ourselves and others	AND14
<b>2.03 KEY WORDS</b>	Fac Hard to reach Sin- Id Urban
<b>2.04 Programme Summary</b>	<p>A number of programmes that will include talks on our shared history, remembrance, gender e.g., international women's day, Good Relations week, Peace and reconciliation and will include relevance to upcoming historical dates.</p> <p>Each programme will include a series of talks/ workshops relevant to our Shared history. Participants will be invited to attend from the community and GR database/ social media and on Council website ensuring the demographics of the borough is achieved.</p> <p>Programmes have already addressed the Decade of Centenaries, Partition, Brexit and NI Protocol and will continue to discuss other contentious dates that are upcoming in the Northern Ireland/ Ireland calendar eg anniversary of Good Friday/Belfast Agreement.</p>

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	<p>Each series of talks/workshops will introduce participants to the possibility of a shared understanding of the background to Northern Ireland and Ireland as a whole. Many individuals still struggle to understand the 'other side' and the shared history of Northern Ireland in an unbiased way. If individuals can move towards a better understanding it may encourage others to do something similar resulting in a shared and safe society that does not erode the individuals or group's identity giving them a stronger sense of community belonging.</p> <p>The numbers and background of participants will be reflected by the demographics of the area and participants engaged.</p> <p>Programmes will be evaluated by pre and post questions</p>			
2.05 Contact details for programme staff	Donna Mackey 07970847772 <a href="mailto:Donna.mackey@ardsandnorthdown.gov.uk">Donna.mackey@ardsandnorthdown.gov.uk</a>			
2.06 Total budgeted cost of programme (100%)	£4000			
2.07 Total target no. of participants	<b>Direct</b>	200	<b>Indirect</b>	200
2.08 Budgeted unit cost of programme	£20.00 pp			
2.09 Targeted participant background analysis	75% PUL 25% CNR			
2.10 Name and post code of Programme HQ	<b>Location</b>	Ards	<b>Postcode</b>	BT23 4DQ
2.11 Names and post codes for main areas of programme impact	<b>Location</b>	Portaferry	<b>Postcode</b>	BT22 1PE
	<b>Location</b>	Comber	<b>Postcode</b>	BT23 5DF
	<b>Location</b>	Holywood	<b>Postcode</b>	BT18 9PB
	<b>Location</b>	Ballygowan	<b>Postcode</b>	BT23 6NA
2.12 T:BUC Key Aim	Our Cultural Expression			
2.13 Link to good relations audit	Annual update on GR action plan			
	GR Strategy 2022-2025			
2.14 Complementarity	Council Corporate Plan, Big Plan outcomes 1 and 3, Peace IV Plan and PCSP Action Plan			
2.15 Capacity Building	Increasing participants knowledge of a shared society where all are treated fairly and equitably. Attitudes can only be changed once the understanding is increased			



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**Section 3**

**Action Plan Programme Outcome Summary Table 2023/24**

Programme name (2.01)	Code (2.02)	Key Aim (2.12)	Key Words (2.03)	No. direct participants (2.07)	Total Cost (2.06)	Post Codes (2.11)
Shared Education	AND 01	CYP	Youth Educational Historic Shared Trip	50	£30000	BT19, BT20, BT21, BT22, BT23
Shared Voices	AND 02	CYP	Youth Community Diversity Education Rural Urban	600	£500	BT18 9ER BT23 8EY BT22 1DQ BT18 9EZ BT18 9RA BT23 4NR BT23 4QT BT23 8LF BT21 0AY BT22 2DR BT22 2PJ BT22 1EB
Community Cup	AND 03	CYP	Youth Sport Urban Rural	200	£1000	BT23 8SG BT23 5DF BT22 2DR BT23 6NA BT19 1QS
Building Young Peoples Resilience	AND 04	CYP	Youth Skills Shared	80	£2538	BT23 4JT BT19 1SH BT23 4EN
Community Relations Through Sport	AND 05	CYP	Youth Schools Sport Rural Urban facilities	300	£4000	BT22 1RB BT22 2GB BT22 1DQ BT20 3DS
Allsorts	AND 06	Shared	Staff Elected Members Equality Good Relations	100	£0	BT23 8SG BT21 0DR BT18 9AE BT22 2DR BT23 5DT
Living History	AND 07	Shared	Education Rural Urban Trip Fac	45	£7000	BT23 4AP BT23 5DF BT23 7PR BT22 1PE

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			Shared Summer			BT19 1SH
Holocaust and Other Genocides	AND 08	Safe	Education Shared Rural Urban Fac	300	£2000	BT23 4JT BT22 1LE BT20 4BT BT18 9HQ BT22 1DQ
Getting to Know Your Councillors	AND 09	Safe	Shared Youth Diverse	60	£0	BT18 9ER BT20 4TH BT22 1RB
No Hate Here	AND 10	Safe	Diverse Shared Rural Urban Fac Youth	150	£4000	BT23 4EN BT20 5AY BT22 1RB BT18 9ER
Intergenerational Programmes	AND 11	Safe	Intergenerational, Youth, Skills Rural	40	£1000	BT22 1PY BT18 9HZ
Grants	AND 12	CE	REMOVED	0	£0	
Cultural Expression Programme	AND 13	CE	Hard to reach Urban Rural Shared	30	£60000	BT23 4YH BT22 1PE BT23 5DF BT18 9PB BT23 6NA
History Talks	AND 14	CE	Fac Hard to reach Sin-Id Urban	200	£4000	BT23 4DQ BT22 1PE BT23 5DF BT18 9PB BT23 6NA

Section 4

T:BUC Strategic Outcome

	C&YP	Shared community	Safe community	Cultural Expression	DCGRP Total
Total no. of programmes	5	2	4	2	13
Total no. of direct participants	1210	145	550	230 includes 30 groups	2135



## DISTRICT COUNCIL GOOD RELATIONS PROGRAMME 2023/24 ACTION PLAN

<b>Unit cost of programme activity</b>	£31.44pp	£48.27pp	£12.73pp	£278.26pp	£54.35pp
<b>Total cost of programmes</b>	£38038	£7000	£7000	£64000	£116038

### Guidance on completing the action plan

This section provides detailed guidance on how to complete the Action Plan template for 2023/24

#### Cover page

Complete the name of your District Council and the name of the Council's Chief Executive.

### Section 1 – Programme and Financial Information

#### 1.1 Programme information

Provide the total number of programmes and list the name, role and contact information, including telephone number/ext and email, for each staff member involved in programme delivery.

It is very important that you have the appropriate staff and governance structures in place to manage and deliver the programmes detailed in the Action Plan, and ensure that all required reporting and claims processes are able to be completed and submitted on time.

#### 1.2 Financial information

This section asks you to provide the information on the financial aspects of the council's overall programme.

The first box asks you to list the name, role and contact information, including telephone number/ext and email, for each staff member involved in financial management of the programme.

The second box asks you to complete the overall programme's financial information, broken down by 100% (includes match funding of 25% from your council) and 75% (TEO's allocation only) for the following:

- Total cost (overall programme & staff costs)
- Total programme costs
- Total staff costs
- Staff cost breakdown

## DISTRICT COUNCIL GOOD RELATIONS PROGRAMME 2023/24 ACTION PLAN

### 1.3 Claim deadlines

This section outlines the council's responsibility to ensure all claims for expenditure are made promptly. It also includes a list of deadlines for claims by quarter.

## Section 2 – Programme action plan

Completing the action plan template.

### 2.01 Programme name

Enter the programme name.

### 2.02/2.03 Programme code and Key words

Each programme is denoted by the three digit code unique to each District Council, followed by a number to separate individual council programmes.

For example: ABC2 is the second programme in Armagh City, Banbridge and Craigavon District Council's Action Plan. MUC14 is the fourteenth programme in Mid Ulster District Council's Action Plan.

The programme codes are listed in the table below.

<b>ANA</b> Antrim & Newtownabbey	<b>FAO</b> – Fermanagh & Omagh
<b>ABC</b> – Armagh City, Banbridge and Craigavon	<b>LCC</b> – Lisburn & Castlereagh
<b>AND</b> – Ards & North Down	<b>MEA</b> – Mid & East Antrim
<b>BCC</b> – Belfast	<b>MUC</b> – Mid Ulster
<b>CCG</b> – Causeway, Coast & Glens	<b>NMD</b> – Newry, Mourne & Down
<b>DCS</b> – Derry City & Strabane	

Include **key words** that relate to the project. This can be as many as you deem relevant from the list below. If you feel a particular key word would help summarise what your programme involves then please add it and let us know, this list will evolve over time and become more useful to stakeholders as more accurate keywords are added to the list.

Keyword	Suitable for programmes that:
SPORT	Contain a sporting element



## DISTRICT COUNCIL GOOD RELATIONS PROGRAMME 2023/24 ACTION PLAN

DIVERSE	Explore diversity, in terms of participants and/or project content
RURAL	Take place in, or consider, the rural context of good relations delivery
URBAN	Take place in, or consider, the urban context of good relations delivery
SIN-ID	Are single identity in nature
SHARED	That involve both traditions here
YOUTH	Concentrate on younger participants/issues (0-18)
ADULT	Concentrate on adult participants/issues (19-64)
SENIOR	Concentrate on senior participants/issues (65+)
WALLS	Considers physical barriers
SUMMER	Takes place primarily in the summer
WINTER	Takes place primarily in the winter
FAC	Involves facilitation
RES	Involves a residential
NATURE	Takes place/involves nature or the natural environment
EMPLOY	Involves links to employment / improving employability skills
SKILLS	Involves improving / developing skills
ACCRED	Involves participants working toward an accredited qualification
TRIP	Involves a trip or trips away for the participants
ART	Involves the use of art and/or creative activity
TREES	Involves opportunities for people from all backgrounds to learn more about the environment in a shared good relations context.

### 2.04 Programme Summary

Provide a brief programme synopsis – what the project involves, what demographic it seeks to target, what outcome it is designed to achieve, and what activity is involved.

### 2.05 Contact details for programme staff

Provide the details of the Good Relations Officer involved in the delivery of the programme. This should include a contact telephone number and an email address.

### 2.06 Total budgeted cost of programme (100%)

## DISTRICT COUNCIL GOOD RELATIONS PROGRAMME 2023/24 ACTION PLAN

Provide the total (100%) budgeted cost of the programme.

### 2.07 Total targeted no. of participants

Provide the total targeted number of direct and indirect participants of the programme.

A direct participant is one who attends the programme or is otherwise directly engaged in programme activity. For example, if a programme involves putting on a performance to demonstrate an aspect of shared history, all those involved in the planning, design and delivery of the performance would be direct participants.

An indirect participant is one who may receive some benefit from, or be impacted in some indirect way, by programme delivery. In the previous example of the performance on shared history, people in the audience or children in a school who had viewed a DVD of the performance, would be indirect participants of the programme.

### 2.08 Budgeted unit cost of programme

Divide the total cost of the programme by the total number of direct participants to get the unit cost.

### 2.09 Targeted participant background analysis

Provide the approximate community/gender/ethnicity/socio-economic breakdown that you plan to achieve.

### 2.10 Name and post code of Programme HQ

Provide the name and post code of the location where the Programme HQ is based.

### 2.11 Post codes of main delivery points

Provide the names and post codes of the geographic location(s) where the project **will have the greatest impact.**

You should include the locations of areas where the programme is delivering the greatest impact to the community or benefit to participants.

For example if participants on a programme are primarily from three estates in a town (and therefore those estates should experience the most positive impact from delivery), then this section would include the names and post code information for those three estates – where estates or other geographic areas traverse more than one post code area, use a post code that gives the best impression of the central point of such an area.

### 2.12 Key Aim

Select one Key Aim for the Programme from the four key T:BUC aims and note in here.

## DISTRICT COUNCIL GOOD RELATIONS PROGRAMME 2023/24 ACTION PLAN

### 2.13 Link to good relations audit

This section asks you to provide information about the programme's direct link to the need identified in your council's GR Audit.

### 2.14 Complementarity

This section asks you to list the areas of complementarity (PCSP, Peace IV, Peace Plus, community planning, MEDF, etc.) within the programme. You should include evidence of complementarity in programme design, structure and outcome.

### 2.15 Capacity Building

Indicate how the Programme seeks to build capacity in relation to good relations delivery in the area it focuses on.

## Section 3 - Action Plan Programme Outcome Summary Table 2023/24

This section asks you to provide a summary of the provision across the programme in one table. The summary should be completed for submission of the Action Plan and updated during the funding cycle as you submit your quarter progress.

## Section 4 - T:BUC Strategic Outcome

This section asks you to provide a summary of all individual programmes based on the link to a key T:BUC aim identified for the programme. You must provide the following:

- Total no. of programmes
- Total no. of participants
- Unit cost of programme activity
- Total cost of programmes

The four T:BUC key aims are Children and Young People (abbreviated here as C&YP), Shared community, Safe community and Cultural Expression.

For example under C&YP, the table below indicates that the council had eight programmes where C&YP was the primary linked strategic outcome.

The eight programmes had a total of 425 participants and, in total, cost £50,000 to deliver.

The unit cost of programme activity per person is calculated as follows:



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*Total programme cost ÷ Total no of participants = unit cost per person*

To get the unit cost of programme activity per person for this example you would work out as follows:

*£50,000 ÷ 425 participants = £118 per person*

	C&YP	Shared community	Safe community	Cultural Expression	DCGRP Total
Total no. of programmes (linked to the strategic aim)	8	10	6	12	36
Total no. of participants (sum of participants from all programmes linked to the strategic aim)	425	320	125	200	1,070
Unit cost of programme activity per person (Total programme cost ÷ Total no of participants = unit cost per person)	£50,000 ÷ 425 participants = £118 per person	=40,000/320 = £125 per person	=50,000/320 = £156 per person	=40,000/200 = £200 per person	=180,000/1,070 = £168 per person
Total cost of programmes (sum of delivery costs for all programmes linked to the strategic aim)	£50,000	£40,000	£50,000	£40,000	180,000

**NB: Guidance on the Outcome Process will follow separately**

**Further guidance**

If you have any further questions please contact Julie McCormack on [julie.mccormack@executiveoffice-ni.gov.uk](mailto:julie.mccormack@executiveoffice-ni.gov.uk) (028 9037 8720) or Neil Lynas on [neil.lynas@executiveoffice-ni.gov.uk](mailto:neil.lynas@executiveoffice-ni.gov.uk) (028 9052 0048) to discuss before you return your application.

**ARDS and NORTH DOWN BOROUGH COUNCIL  
PEACE IV PARTNERSHIP**

**Tuesday 22<sup>nd</sup> November 2022**

A meeting of the Ards and North Down Borough Council PEACE IV Partnership was held in The Castle, Town Hall, Bangor at 5pm on the above date.

**Present:**

In the Chair: Councillor Richard Smart

Elected Members: Alderman Robert Gibson  
Alderman Wesley Irvine  
Alderman Bill Keery  
Councillor Eddie Thompson

Statutory Agencies: Esther Millar

Social Partners Pete Wray  
Dorothy Beattie  
Alison Blayney (Vice Chair)  
Sandra Henderson

Officers in Attendance Graham Bannister (Director of Community and Wellbeing)  
Jan Nixey (Head of Community and Culture)  
Nicola Dorrian (Externally Funded Programmes Manager)  
Joanne Brown (PEACE IV Officer)  
Linda Bradshaw (PEACE IV Finance Officer)  
Rebekah Murdoch (PEACEPLUS Assistant Officer)

## **1. WELCOME AND INTRODUCTIONS**

The Chair, Councillor Richard Smart welcomed everyone and thanked them for attending the meeting of Ards and North Down Borough Council PEACE IV Partnership. Sandra Henderson and Alison Blayney attended via Teams.

## **2. APOLOGIES**

Apologies for inability to attend were received from Ald Alan McDowell, Ald Angus Carson, Owen Brady, Jim Dunbar, Roger Duncan and Katy Radford.

**NOTED.**



### **3. DECLARATIONS OF INTEREST**

The Chair, Councillor Richard Smart invited any declarations of interest and reminded Members that declarations could also be raised throughout the meeting.

**NOTED.**

### **4. MINUTES OF THE PEACE IV PARTNERSHIP MEETING HELD ON THURSDAY 26th May 2022.**

PREVIOUSLY CIRCULATED: Copy of the minutes from the PEACE IV Partnership Meeting held on 26<sup>th</sup> May 2022.

**The Minutes were proposed by Alderman Robert Gibson, Seconded by Councillor Eddie Thompson.**

**AGREED.**

### **5. MATTERS ARISING**

There were no matters arising.

**NOTED.**

### **6. UPDATE REPORT ON PEACE IV PROGRAMME**

PREVIOUSLY CIRCULATED: Report from the PEACE IV Officer regarding the PEACE IV Programme.

Council secured £3.3 million from SEUPB under PEACE IV and has over the past 7 years delivered 19 projects under the 3 following strategic priorities –

1. Children and Young People
2. Shared Spaces and Services
3. Building Positive Relations

The combined efforts of the PEACE IV Partnership, the Delivery Agents and the wider community have helped deliver an extensive programme of activities and a greater understanding and respect for different cultures and traditions while building relationships within our local communities to enable people to live, learn and socialise together free from prejudice, hate and intolerance.

The PEACE IV Partnership began working on the plan in 2015 when consultation and co-design with the local community began. They held public meetings, met with groups

and sought out the views of the community on peace building. Colleagues including Community Planning, other Directorates/Services and Statutory Agencies were also consulted. As a result, a number of key issues were identified and by working with large numbers of groups, best practice was utilised and ultimately a total of 19 different programmes were developed.

### CYP (Children and Young People)

Within the Children and Young People priority, 5 programmes were delivered with over 1,200 young people participating in various projects:

	CHILDREN AND YOUNG PEOPLE	Revised LoO - £ 6 Aug 2021	Appointed Tender Value	Total Expenditure Claimed from SEUPB	Forecasted FINAL Claim	Programme Underspend
CYP 1	Capacity Building & Youth Leadership, delivered by the NI Youth Forum working with young people aged 12 – 24.	£157,986.52	£157,986.52	£157,986.52		£0.00
CYP 2	Youth Shelters, the installation of 3 Youth Shelters across the Borough in Portavogie, Comber and Ards to provide a safe space for young people to meet. Also, a summer scheme using both the Youth Shelters and Skatoparks.	£09,000.00	£51,300.00	£46,300.00	£5,000.00	£0.00
			£17,700.00	£14,696.13	£812.73	£2,191.14
CYP 4	Primary Schools (Out of School Hours) Active Diversity & Good Relations, delivered by Todds Leap working with primary school children outside of school hours to bring young people together through sport.	£93,715.00	£93,715.00	£93,715.00		£0.00
CYP 5	Community Based Sports & Good Relations, delivered by Todds Leap aimed at those aged 11-18 and again bringing people together through sport but in addition including and creating sports coaches to ensure the continuation of the good work.	£104,195.00	£104,195.00	£104,195.00		£0.00
CYP 6	Children & Young People Div (World Faiths), delivered by Todds Leap working with unformed youth organisations across the Borough.	£125,160.00	£125,160.00	£125,160.00		£0.00

## SSS (Shared Spaces and Services)

The Shared Spaces and Services priority focused on 4 towns and villages across the Borough namely Comber, Holywood, Portaferry and Portavogie.

	SHARED SPACES AND SERVICES	Revised LoO - £ 6 Aug 2021	Appointed Tender Value	Total Expenditure Claimed from SEUPB	Forecasted FINAL Claim	Programme Underspend
SSS 1	Comber Meekers Field works included a new skate park with fencing and lighting, a concrete base foundation to enable a teen youth shelter to be installed, and an upgrade and widening of the existing path surrounding the entire field to connect to the Comber/Newtownards Greenway.	£500,065.80	£ 1,107,789.30	£ 1,022,704.41	£74,491.02	£ 10,593.93
SSS 2	Holywood was a natural and sympathetic scheme which included works such as new entrance signage and gate, new paving and improvements to existing paths, tree planting and wildflower meadow seeding.	£122,703.57				
SSS 3	In Portaferry, improvements to Nugent's wood have been made to the existing walking trail path, seating, the installation of wooden sculptures and the installation of new entrance signage. Repairs have also been made to the existing stone wall along the path and new fencing installed along the boundaries. In addition, an official walking trail gravel path was installed at the Ropewalk with new entrance signage also being installed.	£234,906.88				
SSS 4	In Portavogie a new skate park with fencing and lighting was installed together with a concrete base foundation to enable a teen youth shelter to be installed. In addition, outdoor gym equipment was installed at the Anchor Car Park of the village.	£250,113.11				

## BPR (Building Positive Relations)

In terms of Building Positive Relations, 10 peace building projects were delivered which have benefited local communities by promoting positive relations characterised by respect, and where cultural diversity is celebrated and people can live, learn and socialise together, free from prejudice, hate and intolerance. The projects were wide ranging and included the following:

	BUILDING POSITIVE RELATIONS	Revised LoD - € 6 Aug 2021	Appointed Tender Value	Total Expenditure Claimed from SEUPB	Forecasted FINAL Claim	Programme Underspend
BPR 1	Personal Development & Training, delivered by Kilcooley Women's Centre which provided a menu of accredited and non-accredited community based training programmes designed to support personal development and further education primarily to areas which are educationally disadvantaged.	€155,982.37	€155,982.37	€155,982.37		€0.00
BPR 2	Open Dialogue, delivered by NI Alternatives who engaged with 'hard to reach' groups in the Borough, providing independent facilitation, mediation and training to address sensitive post conflict issues and enabled dialogue around sensitive issues including flags and murals. The project aimed to build the capacity of groups and representatives and explore cultural expression through building on existing agreements and protocols developed over the last few years with local communities	€242,225.00	€242,225.00	€238,332.47		€3,892.53
BPR 3	Connecting Communities, delivered by Copius which brought people together from a number of villages and communities in the peninsula through maritime history.	€136,510.00	€136,510.00	€136,510.00		€0.00
BPR 4a	Cross Community Intercultural Theatre, delivered by Terra Nova brought together a group of people of disparate backgrounds, and engaged them in an 18-month theatre project of 'A Midsummer Night Dream' with PEACE themes at its core. All the activities associated with the delivery of the successful theatre project were engineered to bring about greater awareness of racial and sectarian issues and equip participants with the skills to deal with cultural and value differences.	€134,999.50	€134,999.50	€134,999.50		€0.00
BPR 4b	Cross Border Intercultural Puppetry, delivered by Blu Zebra was a cross-community and cross-border Puppetry programme between young people of different backgrounds. This project explored history, heritage and diverse cultures of the Ards and North Down area and its cross-border partners in Dundalk and Co. Louth, through art and puppetry creations.	€53,090.00	€53,090.00	€53,090.00		€0.00
BPR 4c	Genealogy & Storytelling, delivered by Kilcooley Women's Centre offered participants research into their family history and provided participants with a sense of identity and belonging. Individual stories were captured through genealogy study programmes, a series of workshops and conversations in safe spaces resulting in 4 drama productions.	€119,800.00	€119,800.00	€119,800.00		€0.00
BPR 4d	Musical Traditions, delivered by Blu Zebra saw various bands, musicians and dancers from different traditions come together to produce a unique piece of music and dance.	€119,550.00	€119,550.00	€119,550.00		€0.00
BPR 4e	Celebration of Minority Communities, delivered by The Nerve Centre built on the rich history we have in the borough with the Chinese, Korean and Japanese communities which resulted in a festival held at the North Down Museum.	€119,700.00	€119,700.00	€119,700.00		€0.00
BPR 4f	Community Based Arts, delivered by The Institute for Conflict Research who worked with key villages from across the Borough to create beautiful pieces of public art. These pieces of art in the form of stone seats were created by the residents based on local history events and placed in 6 villages, namely Donaghadee, Millisle, Ballyhalbert, Portaferry, Kircubbin and Greyabbey.	€137,995.00	€137,995.00	€137,995.00		€0.00
BPR 5	Celebrating Cultural Div (World Faiths), delivered by The Rural Centre examined different faiths and issues around local culture, identity and diversity to enable participating groups to explore how racist and sectarian attitudes can be reduced across ANDSC.	€16,000.00	€16,000.00	€16,000.00		€0.00

The table below gives members an overview of programme statistics and targets for the CYP and BPR priorities.

ANDBC had an overall target of 1336 (85%1136) participants to meet within the CYP priority with 1304 participants who have finished the programme and achieved 21+ cross community contact hours.

All BPR programmes have achieved their targets. There was no overall participant target to be achieved within the BPR priority.

PEACE IV Programme Statistics for CYP and BPR Priorities											
CYP Programme	Section 75 Participants Registered								TARGETS		
	Total Number of Participants	SEX		Religion			Ethnic Origin		Target per LoO	Minimum 85% Target	Target achieved
		Male	Female	Protestant	Roman Catholic	Neither	White	Other			
CYP1	142	59	83	76	34	32	131	11	96	82	85
CYP2	82	61	21	65	17	0	80	2	80	68	82
CYP4	631	281	350	334	229	68	604	27	390	332	333
CYP5	366	285	81	225	77	64	355	11	330	281	308
CYP6	560	348	212	265	127	168	522	38	440	340	496
Sub Total	1781	1034	747	965	484	332	1692	89	1336	1103	1304
TOTAL	1781	1781		1781			1781				
BPR Programme	Section 75 Participants Registered								TARGETS		
	Total Number of Participants	SEX		Religion			Ethnic Origin		Target per LoO	Minimum 85% Target	Target achieved
		Male	Female	Protestant	Roman Catholic	Neither	White	Other			
BPR1	609	136	473	397	87	125	565	44	624	531	537
BPR2	96	54	42	62	31	3	95	1	88	75	77
BPR3	217	142	75	148	32	37	195	22	140	119	126
BPR4a	683	254	429	285	126	272	438	245	150	127	127
BPR4b	85	36	49	38	26	21	68	17	100	85	85
BPR4c	266	18	248	181	57	28	234	32	120	102	107
BPR4d	89	38	51	64	19	6	76	13	60	51	71
BPR4e	49	14	35	18	7	24	35	14	30	26	35
BPR4f	68	12	56	45	19	4	51	17	24	21	45
BPR5	48	25	23	22	6	20	39	9	40	34	41
Sub Total	2210	729	1481	1260	410	540	1796	414	1376	1171	1251
TOTAL	2210	2210		2210			2210				



Key:

CYP 1 - Capacity Building & Youth Leadership

CYP 2 - Youth Shelters

CYP 4 - Primary Schools (Out of School Hours) Active Diversity & Good Relations

CYP 5 - Community Based Sports & Good Relations

CYP 6 - Children & Young People Diversity (World Faiths)

BPR 1 - Personal Development & Training

BPR 2 - Open Dialogue

BPR 3 - Connecting Communities

BPR 4a - Cross Community Intercultural Theatre

BPR 4b - Cross Border Intercultural Puppetry

BPR 4c - Genealogy & Storytelling

BPR 4d - Musical Traditions

BPR 4e - Celebration of Minority Communities

BPR 4f - Community Based Arts

BPR 5 - Celebrating Cultural Diversity (World Faiths)

The Chair, Councillor Richard Smart thanked the PEACE team for all their work in the delivery of the programme and for the synopsis which was a great reminder of the breadth of the programme over the years.

### **RECOMMENDATION**

It is recommended that the PEACE IV Partnership notes this report.

**Proposed by Alderman Wesley Irvine, Seconded by Alderman Robert Gibson that the report be noted.**

**NOTED.**

## **7. UPDATE REPORT ON PEACE IV FINANCE**

PREVIOUSLY CIRCULATED: Report from the PEACE IV Finance Officer regarding the PEACE IV Programme finances.

The Council received £17,124.21 on 29 June 2022 relating to the CYP and BPR Period 22 Claims. However, reimbursement of all SSS claims have been put on hold by SEUPB as they are double checking the legitimacy of all the Shared Spaces and Services Compensation Events (CE's) relating to the capital works. The Secretariat have actioned all queries which were raised by SEUPB and are currently awaiting the next steps (if any) to bring any outstanding matters to a conclusion. However, the Council had been verbally advised that all the CE's will be reimbursed in full as they fall within the specified % uplift to the overall contract. Written confirmation from SEUPB is

pending. This process has had an impact on the processing of all claims submitted to SEUPB.

The outstanding claims position is set out in the following table below:

	Claim 22		Claim 23	Claim 24	Claim 25	Claim 26	Claim 27	Claim 28
Claim Number	SSS only							Forecast
Claim Period	March - May 21	June - Aug 21	Sept - Nov 21	Dec 21 - Feb 22	March - May 22	June - Aug 22	Sep-22	
Claim Value	£ 5,803.20	£ 27,711.70	£ 116,966.32	£ 3,397.01	£ 17,129.18	£ 20,483.35	£ 91,374.29	
Date Claim Submitted	25-Jun-21	24-Sep-21	21-Dec-21	28-Mar-22	28-Jun-22	27-Sep-22	Dec-22	

A forecasted claim (Claim 28) amounting to £91,374.29 needs to be submitted to SEUPB before the final closure of the programme on 31 December 2022. This cannot be done until Council received instructions from SEUPB. In total, the amount of PEACE IV claimable monies outstanding to Council by SEUPB is £282,865.05.

The PEACE secretariat has been in regular communication with SEUPB regarding all outstanding claims to date and has highlighted the urgency for claim reimbursements to be actioned and the submission of the final claim within the programme timeframe.

It should be noted that SEUPB have not issued a verification sample for Claims 26 and 27 in any of the priorities.

## **RECOMMENDATION**

It is recommended that the PEACE IV Partnership notes this report.

**NOTED.**

Points and questions raised by members were as follows:

Alderman Wesley Irvine commented that it was pleasing to see such a minimal underspend despite Covid having played a part in the delivery of the programme.

Alderman Robert Gibson asked the PEACE Finance Officer if it had been confirmed that everyone in the community had been given their money. The PEACE Finance Officer advised that all Delivery Agents had been fully reimbursed to date, however the council still needed to be reimbursed for several claims yet. The PEACE Finance Officer advised members that approximately £282,000 was still to be reimbursed to Council. SEUPB were dragging their heels on the processing of claims and a major factor in this was lack of staff within SEUPB. The Chair, Councillor Richard Smart asked the PEACE Finance Officer if she thought that full reimbursement of all claims would be reimbursed to Council by the end of this financial year. The PEACE Finance Officer confirmed that she thought it very likely that full reimbursement in all outstanding claims would definitely be received by then. However, all would depend on any potential queries arising.

**Proposed by Councillor Eddie Thompson and Seconded by Alderman Bill Keery that the report be noted.**

**NOTED.**

## **8. UPDATE REPORT ON THE PEACEPLUS PROGRAMME**

PREVIOUSLY CIRCULATED: Report from the PEACE IV Officer on the PEACE PLUS Programme.

Ards and North Down Borough Council has established a new PEACEPLUS Partnership for the new PEACEPLUS Programme 2022-2027 for the Ards and North Down Council area. The PEACEPLUS Partnership will oversee the design and implementation of a co-designed overarching PEACEPLUS Action Plan for our area.

The Ards and North Down Borough Council (ANDBC) PEACEPLUS Programme, will build upon the work of previous PEACE programmes and enable and empower local community partnerships, led by the Council to co design, select and deliver priority projects on a cross community basis, which will result in shared and inclusive local services, facilities and spaces and make a significant and lasting contribution to peace and reconciliation.

The three core themes are as follows:

- (i) Local community regeneration and transformation;
- (ii) Thriving and peaceful communities; and
- (iii) Building respect for all cultural identities.

Ards and North Down Borough Council has received an indicative allocation of €5,681,833 (£4,815,112.71) of funding from the European Union's PEACEPLUS Programme which is an increase of approximately £1.5 million from the previous PEACE IV programme.

The money has been provided from the European Union's PEACEPLUS Programme managed by the Special EU Programmes Body (SEUPB). Match funding for the PEACEPLUS Plan has also been provided from the Executive Office in Northern Ireland and the Department of Rural and Community Development in Ireland.

Ards and North Down PEACEPLUS consultation and online survey has commenced to identify the relevant PEACEPLUS issues in the area and allow people to have a say in the way in which the plan is developed and implemented at a local level in line with

co-design principles. Blu-Zebra has been appointed to assist in the development of the PEACE PLUS Plan.

The PEACEPLUS team has met with members of the community from Donaghadee, Millisle, Newtownards, Portaferry, Comber as well as the Holywood and the Clondeboye area. Members of the community were given the opportunity to express their views and share their ideas on priority issues within their areas. Community members put forward their ideas of projects that will result in shared and inclusive local services, facilities and spaces and make a significant and lasting contribution to peace and reconciliation. Community responses were noted using an online survey via Slido app, as well as hard copies. The information gathered from this survey will assist in the next stage of the PEACEPLUS programme.

The next Consultations will take place at the following venues and dates:

- **22<sup>nd</sup> November – Town Hall, Bangor – 7 – 9pm**
- **24<sup>th</sup> November – Portavogie Community Centre – 7 - 9pm**
- **28<sup>th</sup> November - Bangor Sportsplex – 7 – 9 pm**

The PEACE Officer advised members that if anyone could not attend in person that there is also an online survey and to check the PEACEPLUS website for further details.

Alderman Robert Gibson asked if the PEACE team were getting a good attendance at the PEACEPLUS consultation sessions. He also commented that there was still a need for this work and the funding.

## **RECOMMENDATION**

It is recommended that the PEACE IV Partnership notes this report.

**Proposed by Sandra Henderson and Seconded by Alderman Wesley Irvine that the report be noted.**

**NOTED.**

## **11. ANY OTHER BUSINESS**

Alderman Wesley Irvine expressed his thanks to The Chair, Councillor Richard Smart for his role throughout PEACE IV. The Chair, Councillor Richard Smart thanked everyone for shaping the programme and to the PEACE team past and present for their leadership and skills displayed shown throughout the programme which made to the success of the programme. Sandra Henderson also conveyed her thanks and advised that she is looking forward to continuing this success with PEACEPLUS.

**NOTED.**

The Chair, Councillor Richard Smart thanked the Officers and everyone for their attendance.

**The meeting concluded at 5.25pm**



**ARDS AND NORTH DOWN PEACE PLUS PARTNERSHIP****PEACEPLUS PARTNERSHIP****Thursday 10<sup>th</sup> November 2022**

A meeting of the Ards and North Down Borough Council PEACEPLUS Partnership was held in Ards Blair Mayne Wellbeing and Leisure Complex, Newtownards on the above date at 5:30pm.

**Present:**

In the Chair: Councillor Robert Adair

**Elected Members:**

Alderman Robert Gibson  
Councillor Joe Boyle  
Councillor Karen Douglas  
Councillor Lorna McAlpine  
Councillor Barry McKee  
Councillor Philip Smith  
Councillor Richard Smart  
Councillor Eddie Thompson

**Statutory Agencies:**

Janelle Clegg – Public Health Agency  
Jim Dunbar – Education Authority  
Roger Duncan – SE Regional College  
Fiona Heffron – Police Service NI  
Esther Millar – Education Authority Youth Service

**Social Partners**

Marianne Kennerley – Business Sector  
Sandra Henderson – County Down Rural Network  
Cathy Polley – Ards Community Network  
Dorothy Beattie – Older People  
Alison Blayney – Women's Sector  
Stephen Hollywood - BME  
Verity Peet – Voluntary Sector

**Officers in Attendance**

Jan Nixey (Head of Community and Culture)  
Nikki Dorrian (Externally Funded Programmes Manager)  
Joanne Brown (PEACE Officer)  
Linda Bradshaw (PEACE Finance Officer)  
Rebekah Murdoch (PEACE Assistant Officer)

Tea/Coffee and refreshments were offered to the members present in advance of the meeting commencing.

## 1. Welcome and Apologies

Apologies were received from the following members:

Graeme Bannister (Director of Community & Wellbeing)  
Alderman Deborah Girvan  
Alderman Stephen McIlveen  
Lynda Vladeanu – SE Health & Social Care Trust  
Johnny Crymble – Education Authority Youth Service  
Owen Brady – NI Housing Executive  
Stuart Buchanan  
John Caldwell  
Katy Radford

## 2. Declarations of Interest

No declarations of interest were declared.

## 3. Minutes of the PEACEPLUS Partnership meeting held on Thursday 13<sup>th</sup> October 2022. (Copy previously circulated)

It was **agreed** on the proposal of Cllr Karen Douglas, seconded by Roger Duncan that the minutes be adopted.

**AGREED.**

## 4. Matters arising

The Head of Service, Jan Nixey advised members that Invest NI previously advised that they do not wish to take up a position on the Partnership as it is not a “fit” for their organisation.

As ANDBC agreed the composition of the PEACEPLUS Partnership at the outset of the process it will now be necessary for the Council to nominate an alternative statutory partner. Members were advised that a report had gone to Council on the 9<sup>th</sup> of November 2022 for nomination of an alternative statutory partner. An update will be provided in due course.

**NOTED.**

## 5. Report on Members mileage claims process

**PREVIOUSLY CIRCULATED:** Report from the PEACE Finance Officer regarding the mileage claims process.

This report provides the PEACEPLUS Partnership Members with details of the claim form to enable the reimbursement of expenses while attending meetings and in carrying out duties associated with the Partnership in the delivery of the PEACEPLUS Programme.

Statutory and Social Partners can claim from their first meeting (28 July 2022) so long as they have not already claimed from their nominating organisation and will therefore need to complete the attached Supplier Details Form initially to enable processing and the reimbursement of their claims.

Elected members may claim from their first meeting date (28 July 2022) using this attached claim form also if they haven't already claimed previously with any other previous mileage claims.

All completed claim forms should be submitted via email [peace@ardsandnorthdown.gov.uk](mailto:peace@ardsandnorthdown.gov.uk) on a monthly basis to the PEACE secretariat for reimbursement. For Elected Members only, it should be noted that under Local Government (Payments to Councillors) Regulations (Northern Ireland), *'a claim for any allowance under regulation 6 of regulation 7 shall be submitted within 3 months from the date on which the approved duty was performed.'*

The following documents are required to be submitted by all PEACEPLUS Partnership members initially and thereafter on renewal/yearly:

- Current Insurance Certificate which must include Business Use
- V5 Vehicle Registration Certificate
- MOT Certificate (if applicable)

Scanned copies of the above will be acceptable.

The mileage rate of £0.45 per mile, non-taxable will be applied to each claim for processing purposes.

## **RECOMMENDATION**

It is recommended that the PEACEPLUS Partnership adopt this report and the use of the attached expenses claim form.

Proposed by Councillor Eddie Thompson and Seconded by Sandra Henderson that the report be adopted.

## **ADOPTED.**

Stephen Hollywood queried if business insurance had to be on the insurance policy to be able to claim this expense. The PEACE Finance Officer confirmed this was the case. It was advised that mileage claim forms are completed as soon as possible. If anyone has any mileage queries please contact the Finance Officer directly.

## 6. PEACEPLUS – Update

Therese Hogg (BluZebra) advised that following a meeting with SEUPB, the call document date has changed. This had initially been advised as November 2022. Earliest date will now be January 2023. The programme has been approved by the European Commission however, it has been delayed as it still needs to be signed off by Westminster.

Therese Hogg gave a presentation on PEACEPLUS public consultations that have been underway. Donaghadee had 38 people in attendance and Holywood had 17 people in attendance. ANDBC Heads of Service team, Age Friendly and Disability Forum have also been consulted with great turn out and feedback. Disability Group and Age Friendly had 20 people attend at each meeting. From meetings so far it would appear there are common themes in each area. Therese Hogg has compiled information on the surveys completed so far which will be forwarded in due course.

Therese Hogg encouraged members to be more involved and advised that members need to do their best to encourage members in their community to come to the public consultations to have their say.

The PEACEPLUS survey has now been published for residents and council staff to take part in. An initial closing date is 14<sup>th</sup> December 2022 however this can be extended if required.

Cllr Karen Douglas (The Mayor) advised that she was concerned about overlap with some of the existing council projects. The Masterplan had high engagement. Jan Nixey (Head of Community and Culture) advised members that a spreadsheet is being developed with project ideas that are fed back from the surveys. The PEACEPLUS team will be contacting relevant Council departments to establish who is responsible for the projects, their status and if funding is already secured.

There was some discussion over public consultation times. Cllr Joe Boyle stated that he would not have agreed with Portaferry public consultation being held during daytime hours, when the rest of consultations are held from 7pm onwards. Cllr Joe Boyle and Dr Verity Peet advised they felt that a daytime meeting would not give a good reflection of turnout and attendance and would be better held at 7pm. The Chair, Cllr Robert Adair reminded members that the meetings were being held in each of the seven DEA areas and the date and time was previously agreed by members. The rationale behind a daytime at Portaferry was so that those who are retired, parents at home etc could attend during daytime. The Chair advised that Ards and North Down has a high population of older people and it was very important that they were included. The Chair thanked Dorothy Beattie and Sandra Henderson for their efforts in promoting the PEACEPLUS programme so far.

Therese Hogg advised that a further evening meeting could be accommodated in Portaferry and once all the public consultations had been completed there would be a "wrap up" online meeting. The public consultations that have been carried out will also identify any gaps, the online meeting will be an opportunity to reach out to

those people. Therese Hogg encouraged members to try and promote the PEACEPLUS programme consultations, particularly for Section 75 areas. Cllr Robert Gibson stated it is important to remember to include older people in all of the public consultations, as they don't always use zoom. The Head of Service advised that Age Friendly and Council Over 50s group have been consulted.

Public consultations that have been completed so far have used the survey app "Slido". Feedback from this has been very positive. Cllr Eddie Thompson who attended Donaghadee public consultation said that he felt the app was easy to use, and that the questions encouraged people to sit and think about their answers. Stephen Hollywood agreed and said that he felt the app being anonymous was good as people could share their views honestly.

Dr Verity Peet asked if the PEACEPLUS team were going to visit existing groups or are the groups being brought to PEACEPLUS consultations. There had previously been discussions around "tag along" events that were already ongoing in the area. Alison Blayney advised she would be happy for councillors to attend at Women's centre events.

Esther Millar advised she would help facilitate with their youth groups and leaders. Roger Duncan advised that he could contact Student Union to see if they would be interested in getting involved. This would need to be during day time hours to accommodate students. There are student reps from Ards and Bangor campuses who could help with this. They like using apps and would be happy to take part. Stephen Hollywood advised that Stuart Buchanan (North Down YMCA) has contacts with those in ethnic minority groups. There would also be access to translators if they are needed.

Vice Chair, Cathy Polley advised that Fair Start could be consulted to include those that may be educationally disadvantaged. They have recently finished a report on this but are underfunded and trying to see where the gaps are. There are many students that slip through the system which ends up costing the education system more money later in their lives. A complex needs project could be an idea, working with local boxing clubs and Barnardos. We need to look long term at sustainability. We need to be able to engage with hard-to-reach parents. We also need to look at it if we need to bring in strategic partners. The Vice Chair asked if there is a list of projects/topics that can't be used yet. Therese Hogg advised that SEUPB are very keen to learn about those who are educationally disadvantaged and that some of this work may fall under Education Authority, but at the moment there is no specified list from SEUPB. The Vice Chair advised that a generic "catch all" capacity building programme that removes all barriers would be ideal. Cllr Lorna McAlpine agreed that more funding needs to be invested in early years.

Alison Blayney advised that she had worked with Education Authority on a programme with women who had gained their HGV licence. Two cohorts of women who were previously unemployed / low income completed HGV training, gained their HGV licence and are now employed, some of which are employed with Education Authority. The Council Labour Partnership Market helped with this project.



**NOTED.**

Dorothy Beattie left the meeting at 6:20pm  
Councillor Richard Smart left the meeting at 6:30pm  
Councillor Karen Douglas (The Mayor) left the meeting at 6:40pm

**7. Initial communications strategy – soft launch / Borough Wide engagement update on Round 1 engagement.**

Therese Hogg (BluZebra) advised that SEUPB have still to issue their new logo for PEACEPLUS. There is some confusion over what branding can be currently used as there are mixed messages coming from SEUPB. An update will follow in due course.

**NOTED.**

**8. Q&A**

There were no matters raised.

**9. AONB**

The PEACE Officer advised members that the visit from Fermanagh and Omagh District council PEACEPLUS Partnership has been confirmed for Wednesday 30<sup>th</sup> November 2022. For anyone wishing to attend please meet at The Castle, Town Hall, Bangor for lunch at 1.30pm followed by a tour of North Down Museum including the PEACE IV exhibitions and then some capacity building and sharing of ideas.

If Members wish to attend, please inform a member of the PEACE team as soon as possible.

**NOTED.**

**10. Date of next meeting**

A Preliminary date of 15th December 2022 was advised but confirmation of this will be advised in due course.

The Chair thanked everyone for attending.

The meeting closed at 6:45pm.

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## ITEM 12

## Ards and North Down Borough Council

Report Classification	Unclassified
Council/Committee	Community and Wellbeing
Date of Meeting	15 February 2023
Responsible Director	Director of Community and Wellbeing
Responsible Head of Service	Head of Community and Culture
Date of Report	31 January 2023
File Reference	CW 157
Legislation	The Local Government Act (NI) 2014
Section 75 Compliant	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/> If other, please add comment below:
Subject	Coronation Programme of Activities Response to NoM
Attachments	None

In November 2022 the Council agreed the following Notice of Motion:

**In light of the fact that the Coronation of King Charles III will take place on 6 May 2023, this Council tasks officers to make provision for community celebrations across the Ards and North Down Borough Council area, and tasks them to allow for this in the forthcoming rate setting process.**

In January 2023 Council agreed the following:

**It is recommended that Council agrees that a budget of £30,000 is ringfenced for the Coronation Grants Scheme, which is opened for applications in early February 2023 and administered as detailed in this report, and that a further report on other activities will be brought to committee for consideration in February.**

In late January, the Coronation Plans were announced by the Royal Family which include:

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**Saturday 6th May 2023** - *The Coronation Service at Westminster Abbey*

**Sunday 7th May 2023** - *The Coronation Concert at Windsor Castle and the Coronation Big Lunches*

**Monday 8th May 2023** - *The Big Help Out, to promote and encourage volunteering.*

In January Council further agreed that a Working Group is established to agree a programme of community activities in line with the programme of events. The following Members were appointed to the Working Group:

Councillor Gilmour  
Councillor McArthur  
Councillor Moore  
Councillor Smart  
Alderman Irvine  
Councillor McClean

Officers are endeavouring to set up a meeting of the Working Group in first week of February to consider a proposed list of events and activities which could be delivered to celebrate the Coronation of King Charles III, with a particular emphasis on the Royal Family's Coronation Plans i.e., the Big Lunch and Volunteering.

Members will be aware that £30,000 out of a £50,000 budget for the Coronation has already been ring fenced for grants, therefore the remaining budget for a programme of events is £20,000.

The simplified grant scheme, which will open for applications in early February will allow constituted community and voluntary groups to celebrate the Coronation and events such as Big Lunches and volunteering activities are encouraged.

Other potential events/activities which could be delivered by Council will be discussed in detail with the working group, along with considering an appropriate permanent legacy to commemorate the Coronation.

A final proposed programme of events will be brought to Council in March 2023.

### **RECOMMENDATION**

It is recommended that Council notes this report.

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## ITEM 13

## Ards and North Down Borough Council

Report Classification	Unclassified
Council/Committee	Community and Wellbeing
Date of Meeting	15 February 2023
Responsible Director	Director of Community and Wellbeing
Responsible Head of Service	Head of Community and Culture
Date of Report	01 February 2023
File Reference	CW159
Legislation	The Local Government Act (NI) 2014
Section 75 Compliant	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/> If other, please add comment below:
Subject	Cost of Living Crisis response to NoM
Attachments	None

**1. Context**

Following the Notice of Motion agreed at the Special Meeting of Council on 12<sup>th</sup> January 2023 regarding the cost-of-living crisis, a follow up report was tabled at Council on 26<sup>th</sup> January. It was further agreed on 26 January 2023 that Council:

- 1) **Noted the contents of that report and research on the subject undertaken by officers with other Councils and partners to date.**
- 2) **That no dedicated resources currently exist to fund additional schemes, including a potential hardship fund within current budgets, underspends, or other outside sources, but that funding has been requested from DfC and the Northern Ireland Office.**
- 3) **That £50,000 of funding is made available in the meantime from current reserves to establish a funding stream to be used by local foodbanks, St Vincent De Paul and Community Advice Ards and North Down.**

It was further agreed that the Community and Wellbeing Committee be granted Delegated Authority to implement the outworking's that it would agree to in relation to the above decision.

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## **2. Alternative Source of Funding. AND Social Supermarket Underspend**

Since compiling the Council report of 26 January, officers have identified a potential alternative source of funding, rather than using funding from Council reserves. This is potential underspend in funding awarded to Council from Department for Communities (DfC) through the Community Support Fund.

This funding had been allocated to Council for the establishment of a Social Supermarket (SSM) in the Borough totalling £82,155.18, which was then awarded to North Down Community Works for the period 2022-2023. A similar financial allocation for North Down Community Works SSM is expected for the period 2023-2024.

DfC have confirmed that this funding can be used to address "food hardship" as per our Memorandum of Understanding with DfC and they would prefer that the funding was used by Council for this purpose, rather than being returned to the Department unspent after 31 March 2023.

Officers are working with North Down Community Works to ensure they can maximise the amount of funding they can use in year from this current allocation, but it is estimated that approximately **£48,847** may be underspent, in year. In addition, as noted in January's report to Council, DfC has confirmed that they will be providing additional support to Fareshare to purchase food for SSM's, including North Down Community Works SSM, so additional support to purchase fresh food will also be available through this route.

The funding can be used "*for tailored interventions to be delivered and to provide a solid base for longer term actions to tackle poverty and will allow Councils flexibility to pool the funds to follow the same overriding principles as the social supermarket type approach*".

Any tailored interventions must address food hardship and include some type of wrap around support for individuals e.g. similar to the projects supported through DfC's Covid Funding whereby the Food Banks distributed food but worked in partnership with CAAND to provide advice services when clients presented for food. Members should note that this funding cannot be used for fuel top ups or payments to individuals.

## **3. Governance and Agreed Channels for Distribution.**

Members will be aware that care needs to be taken when distributing to organisations to protect public funding and comply with audit requirements, fraud regulations and ensure good governance.

Council has a sound record in distributing public funding and already has contracts for service delivery already in place with a number of not-for-profit organisations who



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deliver specialist services across the borough, including Community Advice Ards and North Down.

Furthermore, on 31st January 2023, DfC notified Council that they intend to provide additional financial support to Welfare Reform Advice Service providers. CAAND are the only advice service provider funded by DfC within the Borough and as such will receive an additional £1500 for running costs. This will be passed to CAAND using a Letter of Variation (LOV), to their original Service Level Agreement (SLA). A further variation of contract can be facilitated to award CAAND further financial support, to provide additional wrap around support and advice to assist with the cost-of-living crisis.

Council does not have an existing contract with St Vincent De Paul (SVP) however Council can fund not for profit organisations directly to deliver specific services, therefore a Service Level Agreement (SLA) can be established with the organisation to provide food, food vouchers and wrap around support to those in need. SVP was subcontracted to deliver similar services during the Covid crisis.

Council does not have a current contract with any of the three main Foodbanks: Ards Foodbank, Bangor Foodbank and Storehouse, however the Foodbanks are partners on the Community Support Steering Group and have received financial support from Council during Covid to provide food support to those in need during the pandemic. As noted, Council can fund not for profit organisation directly therefore a Service Level Agreement (SLA) can be established with the organisation to provide food, food vouchers and wrap around support, by working in partnership with Community Advice Ards and North Down.

Members will note that the three Networks; Ards Community Network, County Down Rural Network and North Down Community Network are also partners on the Community Support Steering Group. Council also has a contract with each of the Networks through the Community Support Programme funded by DfC. The Networks are funded to provide advice and sign posting for those affected by the cost-of-living crisis. Although not specified by Council as a recipient of the funding it is recommended that funding is also allocated to the Networks to provide additional advice and signposting to CAAND, SVP, the Foodbanks and SSM's.

#### **4. Kilcooley Social Supermarket**

Members will also be aware that there is a second SSM in the Borough, located in Kilcooley, run by Kilcooley Women's Centre (KWC). The Kilcooley SSM has only recently become established and received £10,000 support from Council during Covid to assist in this process. It was not awarded the SSM contract by Council, as the preferred SSM was North Down Community Works, however KWC is represented on the Working Group that has helped establish the SSM operated by North Down Community Works and information, lessons learned and even clients are being referred between both SSM's. It is recommended that in light of the service provided by the Kilcooley SSM that funding is also allocated to KWC for the purchase of food and wrap around support.

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## 5. Recommended Allocations

Based on the estimated budget of £48,847 potentially available from the Community Support Fund the following awards are recommended:

Table 1 – Recommended Awards

Organisation	Purpose of Funding	Funding Recommended
Community Advice Ards and North Down	To collaborate with partners to provide advice, signposting and wraparound support	£6,672
St Vincent De Paul	To collaborate with partners to provide advice, signposting and wraparound support	£6,672
Ards Foodbank	To collaborate with partners to provide food, signposting and wraparound support	£6,672
Bangor Food Bank	To collaborate with partners to provide food, signposting and wraparound support	£6,672
Storehouse Food Bank	To collaborate with partners to provide food, signposting and wraparound support	£6,672
Ards Community Network	To collaborate with partners to provide advice, signposting	£2,872
County Down Community Network	To collaborate with partners to provide advice, signposting by supporting their running costs	£2,872
North Down Community Network	To collaborate with partners to provide advice, signposting by supporting their running costs	£2,872
Kilcooley Womens Centre SSM	To collaborate with partners to provide food, signposting and wraparound support by supporting their running costs	£6,672

By supporting all of the above organisations to work collectively and collaboratively, as they did very successfully during the Covid pandemic, will ensure that the impact of the funding will be maximised for the benefit of those in need across the borough.

Should the estimated underspend from the AND SSM of £48,847 increase or decrease it is recommended that the funding is increased or decreased as a percentage of the total budget detailed in table 1 above.

## 6. Department of Finance Correspondence regarding Funding for a Hardship Scheme.

Furthermore, on 1 February 2023 Council was informed by the Local Policy Division, of the Department of Finance that a "hardship scheme" will be able from central government this year to allow councils to provide financial support to the most

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vulnerable. The exact quantum of the hardship fund has still to be finalised. Any unspent funding in the current year can be rolled forward to the 2023-24 financial year.

The Division has asked Council to outline how any scheme would operated, by no later than 10 February 2023. Council will be advising the Division that they could deliver a scheme similar to that detailed in this report.

### **RECOMMENDATION**

It is recommended that Council agrees:

1. Underspend in the CSP SSM budget for 2022-2023, totalling £48,847, is allocated, as detailed in Table 1, to the organisations listed to address the cost-of-living crisis, avoiding the use of Council Reserves.
2. Should the estimated budget of £48,847 increase or decrease, it is recommended that the funding is increased or decreased as a percentage of the total budget detailed in Table 1.
3. That officers will respond to the Division advising that a Hardship Scheme, funded by Government, could be administered by Council in a similar way as detailed in this report and any financial contribution to be added to the fund for distribution as above.

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**ITEM 14****Ards and North Down Borough Council**

Report Classification	Unclassified
Council/Committee	Community & Wellbeing Committee
Date of Meeting	15 February 2023
Responsible Director	Director of Community and Wellbeing
Responsible Head of Service	Head of Finance
Date of Report	01 February 2023
File Reference	FIN45
Legislation	Section 5 Local Government Finance Act (NI) 2011
Section 75 Compliant	Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
Subject	Community & Wellbeing Directorate Budgetary Control Report – December 2022
Attachments	None

The Community & Wellbeing Directorate's Budgetary Control Report covers the 9-month period 1 April 2022 to 30 December 2022. The net cost of the Directorate is showing an underspend of £65k (0.8%) – box A on page 3. Tariff risk cost pressures have been mitigated by a transfer from the Council's Ear-Marked Reserve (£331k).

**Explanation of Variance**

Community & Wellbeing's budget performance is further analysed on pages 4-6 into 3 key areas:

Report	Type	Variance	Page
Report 2	Payroll Expenditure	£284k adverse	3
Report 3	Goods & Services Expenditure	£183k adverse	3
Report 4	Income	£532k favourable	3

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**Explanation of Variance**

The Community & Wellbeing Directorate's overall variance can be summarised by the following table: -

Type	Variance £'000	Comment
<b>Payroll</b>	<b>284</b>	The National & Local Pay Agreements were greater than budgeted increase. This impacts all Council Services.
<b>Goods &amp; Services</b>		
Parks & Cemeteries	<b>115</b>	<b>Cemeteries – £149k</b> – range of operational costs over budget (grounds maintenance, fuel, hired services, consultancy). Overspend is mainly offset by increased burials income.
Leisure	<b>434</b>	<b>Leisure - £476k</b> – tariff risk ( <b>£344k</b> ) – mostly offset by transfer from the Council's Ear-Marked Reserve (£331k).
<b>Income</b>		
Community & Culture	(145)	<b>Externally Funded Projects – (£101k)</b> – 2021/22 PCSP grant funding not accrued.
Parks & Cemeteries	(149)	Increased burial income (£108k).
Leisure	(227)	<b>Leisure – (£199k)</b> - Leisure Centres (£169k), Londonderry Park (£25k). <b>Community Centres – (£28k)</b>



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<b>REPORT 1 BUDGETARY CONTROL REPORT</b>					
<b>Period 9 - December 2022</b>					
	<b>Year to Date Actual</b>	<b>Year to Date Budget</b>	<b>Variance</b>	<b>Annual Budget</b>	<b>Variance</b>
	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>%</b>
<b>Community &amp; Wellbeing</b>					
100 Community & Wellbeing HQ	174,932	149,300	25,632	204,300	17.2
110 Environmental Health	1,440,520	1,499,700	(59,180)	2,024,900	(3.9)
120 Community and Culture	1,450,936	1,638,600	(187,664)	2,264,300	(11.5)
140 Parks & Cemeteries	2,843,527	2,750,500	93,027	3,745,400	3.4
150 Leisure Services	2,154,996	1,761,000	393,996	2,588,000	22.4
Earmarked Reserves	(331,000)	-	(331,000)	-	-
<b>Total</b>	<b>7,733,910</b>	<b>7,799,100</b>	<b>A (65,190)</b>	<b>10,826,900</b>	<b>(0.8)</b>
<b>REPORT 2 PAYROLL REPORT</b>					
	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>%</b>
<b>Community &amp; Wellbeing - Payroll</b>					
100 Community & Wellbeing HQ	122,830	117,000	5,830	156,800	5.0
110 Environmental Health	1,723,999	1,745,200	(21,201)	2,330,400	(1.2)
120 Community and Culture	1,159,494	1,174,100	(14,606)	1,563,300	(1.2)
140 Parks & Cemeteries	2,517,989	2,390,900	127,089	3,198,000	5.3
150 Leisure	3,258,064	3,071,000	187,064	4,100,300	6.1
<b>Total</b>	<b>8,782,376</b>	<b>8,498,200</b>	<b>284,176</b>	<b>11,348,800</b>	<b>3.3</b>
<b>REPORT 3 GOODS &amp; SERVICES REPORT</b>					
	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>%</b>
<b>Community &amp; Wellbeing - Goods &amp; Services</b>					
100 Community & Wellbeing HQ	52,102	33,200	18,902	49,000	56.9
110 Environmental Health	165,434	191,200	(25,766)	295,200	(13.5)
120 Community and Culture	1,049,189	1,077,300	(28,111)	1,693,300	(2.6)
140 Parks & Cemeteries	738,290	623,300	114,990	935,700	18.4
150 Leisure	1,153,869	719,900	433,969	1,184,500	60.3
Earmarked Reserves	(331,000)	-	(331,000)	-	-
<b>Total</b>	<b>2,827,883</b>	<b>2,644,900</b>	<b>182,983</b>	<b>4,157,700</b>	<b>6.9</b>
<b>REPORT 4 INCOME REPORT</b>					
	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>%</b>
<b>Community &amp; Wellbeing - Income</b>					
100 Community & Wellbeing HQ	-	(900)	900	(1,500)	100.0
110 Environmental Health	(448,913)	(436,700)	(12,213)	(600,700)	(2.8)
120 Community and Culture	(757,748)	(612,800)	(144,948)	(992,300)	(23.7)
140 Parks & Cemeteries	(412,752)	(263,700)	(149,052)	(388,300)	(56.5)
150 Leisure	(2,256,937)	(2,029,900)	(227,037)	(2,696,800)	(11.2)
<b>Totals</b>	<b>(3,876,350)</b>	<b>(3,344,000)</b>	<b>(532,350)</b>	<b>(4,679,600)</b>	<b>(15.9)</b>

**RECOMMENDATION**

It is recommended that Council notes this report.

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## ITEM 15

## Ards and North Down Borough Council

Report Classification	Unclassified
Council/Committee	Community and Wellbeing
Date of Meeting	15 February 2023
Responsible Director	Director of Community and Wellbeing
Responsible Head of Service	Head of Parks & Cemeteries
Date of Report	18 January 2023
File Reference	CW4
Legislation	N/A
Section 75 Compliant	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/> If other, please add comment below:
Subject	Victoria Primary School Play Area Response to NoM - Letters
Attachments	Appendix 1 Letter to Dfl 3 <sup>rd</sup> January 2023 Appendix 2 Letter from Dfl 17 <sup>th</sup> January 2023

Members will recall the update brought on Victoria Primary School Play Area in November 2022. As a result, the following recommendation was adopted by Council:

**“Ballyhalbert Sports Clubs no longer avail of facilities at Glastry College (due to facilities being closed to the public in winter months). Further that Council express concerns at lack of lighting and proper footway link connecting the village to Glastry College and write to the Department for Infrastructure requesting the upgrade of existing footway on Victoria Road to include widening curbing along with lighting to promote a safer route to school and connecting the village to Glastry College via a safe and assessable footway.**

**The possibility for a project fronting Victoria Primary Ballyhalbert could potentially be added to the list of projects being put forward for Peace Plus funding and considered by the Peace Plus Partnership and progressed through the process outlined above in the report. Consideration should also be given to the other sites identified in the Play Strategy for older children**

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**provision as part of the Peace Plus process that could be delivered on Council land.**

**Furthermore, that officers bring back a report to Council following the conclusion of the Peace Plus consultation advising members of any council applications going forward to deliver facilities for children and young people across the Borough”.**

In relation to writing to the Department for Infrastructure a letter was sent on 3<sup>rd</sup> January 2023 (Appendix 1). A response has now been received (Appendix 2).

### **RECOMMENDATION**

It is recommended that Council notes the attached reply from the Permanent Secretary of the Department for Infrastructure.

3 January 2023

Ms Julie Harrison  
Permanent Secretary  
Department for Infrastructure  
10-18 Adelaide Street  
Belfast  
BT2 8GB

Dear Julie,

**RE: Public Roadway and access between Ballyhalbert Village centre and Glastry College**

At the meeting of Ards and North Down Borough Council on 30<sup>th</sup> November 2022, members discussed the use of Glastry College Ballyhalbert by the community, and in particular an all-weather play facility provided by the school on its grounds, near the Main Road / Victoria Road junction. This community provision compensates and provides for the fact that the Council does not own any land in the village and so cannot make direct provision. This shared community facility has been provided for a number of years and consists of a Multi-Use Games Area (MUGA) which is jointly managed by the school and the Council.

Members of the Council however have raised concerns about the accessibility of the facility, and connectivity of the College to the village generally. In particular there are concerns around the safety of access by pedestrians along the public road, (Victoria Road) from the residential areas around and near High Street Ballyhalbert. Council has expressed concern at the lack of street lighting and a proper footway link connecting the village to the College site.

Council has therefore resolved that I to write to you requesting an upgrade of the existing footway on Victoria Road to include it's widening, along with street lighting to promote a safer route to the School and connecting the village to Glastry College via a safe and accessible footway.

I would ask you to consider this matter and respond to the Councils request.

Yours sincerely



Stephen Reid  
Chief Executive



**From the Permanent Secretary  
Dr Julie Harrison**

Stephen Reid  
Chief Executive  
Ards and North Down Borough Council

[enquiries@ardsandnorthdown.gov.uk](mailto:enquiries@ardsandnorthdown.gov.uk)

Room 701  
Clarence Court  
10-18 Adelaide Street  
BELFAST  
BT2 8GB

Telephone: (028) 9054 1175

Email: [Julie.Harrison@infrastructure-ni.gov.uk](mailto:Julie.Harrison@infrastructure-ni.gov.uk)

Your reference:

Our reference: SCORR-0002-2023

17 January 2023

Dear Stephen,

### **IMPROVED FOOTWAY AND PROVISION OF STREET LIGHTING ON VICTORIA ROAD BALLYHALBERT TO GLASTRY COLLEGE**

Thank you for your email of 3 January 2023 highlighting concerns about accessibility and connectivity to and from Glastry College along Victoria Road from Ballyhalbert and residential areas around High Street and seeking upgrading of the existing footway link along with the provision of street lighting.

I have been advised that the Department previously completed an initial assessment at this location which did not attract a score sufficiently high for it to be recommended to progress for further investigation. As such and as there has been no discernible change in circumstances, regrettably, the Department is not intending to progress a footway upgrade scheme at this time.

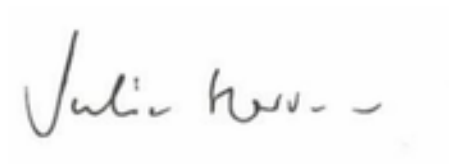
I have also been advised that an assessment of this location, which is rural in nature, for the provision of street lighting indicates that the required criteria is not met. The criteria takes into account the density of housing within a community, including public buildings with significant night time use, as well as road safety where the provision of street lighting would be expected to contribute to a reduction in the number of night time collisions. While I recognise the importance of street lighting to residents and communities, due to ongoing budgetary constraints, the scope to extend the street lighting network is extremely limited and as you will also hopefully appreciate it is also important that my Department applies its street lighting policy consistently across the whole of the road network.

My Department will ensure that the footway is subject to regular maintenance in order to maximise the available footway width.

While I am sorry I cannot be more helpful on this occasion I hope this reply explains the Department's current position on this matter and I appreciate you taking the time to contact us.



Yours sincerely,

A handwritten signature in black ink that reads "Julie Harrison". The signature is written in a cursive style with a long horizontal flourish at the end.

**JULIE HARRISON**