



December 23rd, 2025

Chairperson: Alderman O Gawith

Vice-Chairperson: Councillor S Burns

Aldermen: J Baird, S Skillen

Councillors: J Bamford, D Bassett, P Catney, A Givan, A Gowan, G Hynds, C McCready, B Magee, M McKeever, R McLernon, N Parker

Ex Officio:

The Right Worshipful the Mayor, Alderman A Grehan

Deputy Mayor, Alderman H Legge

Notice Of Meeting

A meeting of the Environment and Sustainability Committee will be held on **Wednesday, 7th January 2026 at 6:00 pm** for the transaction of the undernoted Agenda.

Hot Buffet will be available in Lighters from 5.15pm for Committee Members.

David Burns
Chief Executive

Agenda

1.0 Apologies

2.0 Declaration of Interests

- (i) conflict of interest on any matter before the meeting (Members to confirm the specific item)
- (ii) pecuniary or non-pecuniary interest (Member to complete disclosure of interest form)

 *Disclosure of Interests form Sept 24.pdf*

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3.0 Report by the Head of Service (Environmental Health, Risk and Emergency Planning)

3.1 Office of Product Safety & Standards (OPSS) Grant Funding for Reporting on Regulatory Capability and Capacity

For Decision

 *Item 3.1EH - OPSS Grant Funding 2025-2026 .pdf*

Page 3

 *Appendix 1EH - OPSS Grant Offer & Agreement.pdf*

Page 5

3.2 Environmental Crime

For Noting

 *Item 3.2 EH - Environmental Crime (ff).pdf*

Page 37

 *Appendix 2EH - Environmental Crime Report September 2025 (ff).pdf*

Page 41

 *Appendix 3 EH - Env Crime Equality Screening.pdf*

Page 47

 *Appendix 4 EH - Env Crime Rural Needs Assessment.pdf*

Page 54

3.3 Update on the Landlord Registration Scheme NI Transfer to LCCC

For Noting

 *Item 3.3 EH - Update on the Landlord Registration Scheme (n).pdf*

Page 64

4.0 Report by the Head of Service (Waste Management and Operational Services)

4.1 Eco Schools Request for financial support 2026/2027

For Decision

 *Item 4.1 - Eco Schools Support Request Report 26-27.pdf*

Page 67

□ <i>Appendix 1 W&OS - 26_27 Eco Schools letter LCCC (2).pdf</i>	<i>Page 70</i>
□ <i>Appendix 2 W&OS - Wheelie Bin Challenge (2).pdf</i>	<i>Page 75</i>
□ <i>Appendix 3 W&OS - Council Awards Summary.pdf</i>	<i>Page 77</i>
□ <i>Appendix 4 W&OS - Impact cards 2024-25 Eco-Schools LCCC (1).pdf</i>	<i>Page 78</i>
□ <i>Appendix 5 W&OS - Eco schools facts and figures 24-25 (1).pdf</i>	<i>Page 80</i>

5.0 Confidential Report from the Director of Environmental Services *Page 86*

5.1 2026/27 Packaging Extended Producer Responsibility (pEPR) Update For Decision

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

5.2 Evaluation and Award criteria in the Tender for Collection, Transportation and Recovery of Waste Wood from Council Household Recycling Centres For Decision *Page 89*

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

5.3 Estimates 2026/2027 *Page 89* *For Decision*

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

 <i>Appendix 4 Confidential - Detailed Estimates overview per service unit.pdf</i>	<i>Not included</i>
 <i>Appendix 5 confidential - Repairs & Renewals schedule 2627 (1).pdf</i>	<i>Not included</i>
 <i>Appendix 6 confidential - Capital Programme for estimates 2627 (ff) (1).pdf</i>	<i>Not included</i>

6.0 Any Other Business

LISBURN & CASTLEREAGH CITY COUNCIL

MEMBERS DISCLOSURE OF INTERESTS

1. Pecuniary Interests

The Northern Ireland Local Government Code of Conduct for Councillors under Section 6 requires you to declare at the relevant meeting any pecuniary interest that you may have in any matter coming before any meeting of your Council.

Pecuniary (or financial) interests are those where the decision to be taken could financially benefit or financially disadvantage either you or a member of your close family. A member of your close family is defined as at least your spouse, live-in partner, parent, child, brother, sister and the spouses of any of these. Members may wish to be more prudent by extending that list to include grandparents, uncles, aunts, nephews, nieces or even close friends.

This information will be recorded in a Statutory Register. On such matters you must not speak or vote. Subject to the provisions of Sections 6.5 to 6.11 of the Code, if such a matter is to be discussed by your Council, you must withdraw from the meeting whilst that matter is being discussed.

2. Private or Personal Non-Pecuniary Interests

In addition you must also declare any significant private or personal non-pecuniary interest in a matter arising at a Council meeting (please see also Sections 5.2 and 5.6 and 5.8 of the Code).

Significant private or personal non-pecuniary (membership) interests are those which do not financially benefit or financially disadvantage you or a member of your close family directly, but nonetheless, so significant that could be considered as being likely to influence your decision.

Subject to the provisions of Sections 6.5 to 6.11 of the Code, you must declare this interest as soon as it becomes apparent and you must withdraw from any Council meeting (including committee or sub-committee meetings) when this matter is being discussed.

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

Pecuniary Interests

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

Date of Meeting: _____

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

Nature of Pecuniary Interest:

Private or Personal Non-Pecuniary Interests

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

Date of Meeting:

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

Nature of Private or Personal Non-Pecuniary Interest:

Name:

Address:

Signed:

Date:

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

Committee:	Environment & Sustainability
Date:	7 January 2026
Report from:	Head of Service - Environmental Health, Risk and Emergency Planning

Item for:	Decision
Subject:	Office of Product Safety & Standards (OPSS) Grant Funding for Reporting on Regulatory Capability and Capacity

1.0	<u>Background</u>
1.1	The purpose of this report is to advise the committee of an offer by the Office of Product Safety & Standards (OPSS) for Grant Funding up to £49,500 for 2025/2026. The committee is further advised that council has been informed that this will be the final year of funding from OPSS.
1.2	From 2018, OPSS, the national regulator for product safety, has worked with district councils in Northern Ireland to enable them to undertake market surveillance (sampling, complaint investigation etc.) and provide advice and support to local businesses regarding product safety responsibilities. From October 2020, this support has included a grant funding arrangement with this council of £55,000 per annum, either made directly to council, or through a service level agreement with a lead council.
1.3	Despite the withdrawal of funding, the council will continue to deliver its statutory duties in this domain. Officers will work in collaboration with other councils to provide advice and support to local businesses in order that they meet their obligations. We will continue to build on our market surveillance activities that were established with previous grant funding. The funding allocation received over the last five years has not been allocated to staffing costs due to the uncertain nature of the grant year on year.
1.4	Grant funding was utilised to enable extensive development of protocols, procedures and training for the Consumer Safety function in Environmental Health and these will be reviewed by the regional Consumer Safety subgroup. As members of the Chartered Trading Standards Institute (CTSI) the council will avail of officer training provided by this organisation.
1.5	The funded activities are listed in Annex 2 of the Agreement (attached as Appendix 1EH) and are for targeted and prioritised regulatory activity on non-food consumer goods.
1.6	OPSS will pay the grant for 2025/26 on receipt of eligible expenditure claims as detailed in Annex 3 of the Agreement. Eligible expenditure claims must be submitted to OPSS no later than 7 April 2026. Payment will be made no later than 30 days from receipt of the eligible expenditure claims.
2.0	<u>Key Issues</u>
2.1	The funding is for Lisburn & Castlereagh City Council to produce a report on: <ul style="list-style-type: none"> • How the Council has built capacity and capability for market surveillance for the

period of years they have received grant funding.

- How market surveillance has protected UK businesses and consumers in NI – through an efficient, proportionate, and risk-based approach to product safety enforcement that minimised burdens on business while enabling the UK to demonstrate to the EU that UK is meeting its domestic and international obligations since leaving the EU.
- How the Council has raised awareness of the benefits of an effective consumer protection regulatory process and raised consumer awareness of product safety issues.
- How previous years grant funding supported different types of interventions to address non-compliant businesses.
- Provide examples of case studies which demonstrate the outcome of market surveillance activities.
- Provide OPSS with the materials and resources developed by the Council during the 4 years of grant funding to support compliance which can be published on Regulators Companion.

3.0

Recommendation

It is recommended that the committee approves:

- the acceptance of the 2025/2026 grant offer of up to £49,500 from OPSS, the national regulator for product safety, for activities carried out by the Environmental Health, Risk and Emergency Planning Unit as detailed in the report.

4.0

Finance and Resource Implications

The 2025/26 grant is for £49,500.

5.0

Equality/Good Relations and Rural Needs Impact Assessments

5.1

Has an equality and good relations screening been carried out?

No

5.2

Brief summary of the key issues identified and proposed mitigating actions or rationale why the screening was not carried out.

None

5.3

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

No

5.4

Brief summary of the key issues identified and proposed mitigating actions or rationale why the screening was not carried out.

None

Appendices:

**Appendix 1EH – Agreement - Office of Product Safety & Standards (OPSS)
Grant Funding for Reporting on Northern Ireland District Councils
Regulatory Capability and Capacity**



Department for Business and Trade (DBT)
Old Admiralty Building
Admiralty Place
London
SW1A 2DY

Kunmi Sodimu
Delivery Manager in Local Authority Unit

Lisburn and Castlereagh City Council (**Grant Recipient**)
Civic Headquarters,
Lagan Valley Island,
Lisburn,
BT27 4RL

21/11/2025

Attention: Mr David Burns, Chief Executive, Lisburn & Castlereagh City Council

Dear Mr Burns,

SL100/8 Reporting on Northern Ireland District Councils Regulatory Capability and Capacity Grant – Grant Funding Letter

Any reference in this letter to "you" or "your" means the Grant Recipient and any capitalised terms have the meanings given in ANNEX 1 (Terms and Conditions).

The Department for Business and Trade (the **Authority**) is pleased to offer you a Grant for the performance of the Funded Activities up to the Maximum Sum, subject to your agreement to, and compliance with, the terms and conditions set out in this Grant Funding Letter and its Annexes.

1. Overview of the Grant

1.1 The key elements of the Grant are described in the table below:

Funded Activities	Reporting on Northern Ireland District Councils Regulatory Capability and Capacity grant. A more detailed description of the Funded Activities is set out in ANNEX 2 (Funded Activities).
Maximum amount of Grant	£49,500.00 Forty-nine Thousand and Five Hundred Pounds only.
Funding Period	The period from 1 April 2025 to 31 March 2026.
Grant Review	The Authority will review the Grant annually.
Monitoring and Reporting	1. Bi-Monthly Microsoft Teams meeting to be held during the Funding Period, dates to be confirmed post execution of this Grant Funding Agreement. Meetings to provide an update from / on behalf of the Local Authority



	2. A written Performance Report, as referred to in paragraph 7 of ANNEX 1, shall be provided by You no later than the 30/04/2026. Detail on the required content of this Report is provided at ANNEX 3.				
Project Representative	Robert Lamont, Environmental Health Manager Tel: 07740 494104 Email: robert.lamont@lisburncastlereagh.gov.uk				
Grant Manager	Kunmi Sodimu, Delivery Manager, Local Authority Unit, Office for Product Safety and Standards, Department for Business and Trade Tel: 07714 174357 Email: Kunmi.Sodimu@businessandtrade.gov.uk				
Claims Manager	Alastair Hooley, Resourcing Lead, Office for Product Safety and Standards, Department for Business and Trade Tel: 07741 682683 Email: alastair.hooley@businessandtrade.gov.uk				
Escalation Contacts	<table border="1"> <tr> <th>Authority</th> <th>Grant Recipient</th> </tr> <tr> <td>Debra MacLeod Head of Local Authority Unit, Office for Product Safety and Standards, Department for Business and Trade debra.macleod@businessandtrade.gov.uk</td> <td>Richard Harvey, Head of Environmental Health, Risk and Emergency Planning Email: richard.harvey@lisburncastlereagh.gov.uk Tel: 02892 447397</td> </tr> </table>	Authority	Grant Recipient	Debra MacLeod Head of Local Authority Unit, Office for Product Safety and Standards, Department for Business and Trade debra.macleod@businessandtrade.gov.uk	Richard Harvey, Head of Environmental Health, Risk and Emergency Planning Email: richard.harvey@lisburncastlereagh.gov.uk Tel: 02892 447397
Authority	Grant Recipient				
Debra MacLeod Head of Local Authority Unit, Office for Product Safety and Standards, Department for Business and Trade debra.macleod@businessandtrade.gov.uk	Richard Harvey, Head of Environmental Health, Risk and Emergency Planning Email: richard.harvey@lisburncastlereagh.gov.uk Tel: 02892 447397				

2. Payment of the Grant

- 2.1 The Grant is managed and funded by the Authority. It is made pursuant to section 274 of the Enterprise Act 2002.
- 2.2 This Grant is a contribution only. You are responsible for sourcing or providing any Match Funding and other resources required for the Funded Activities. The Grant is offered to you to contribute towards Eligible Expenditure only.
- 2.3 Subject to your compliance with the terms of this Grant Agreement, the Authority will make Grant payments in accordance with the following payment schedule:

Claim Number	Claim Period	Expected Claim Value	Deadline for Submission
1	1/4/2025 – 31/3/2026	£49,500	30 April 2026 Note: Evidenced accrual forecast figure for Claim 1 to be submitted to DBT Claims Manager by deadline 6 April 2026.

- 2.4 Any changes to the above payment profile must be agreed in writing with the Grant Manager and there is no automatic right to roll over of any grant not claimed between financial years.

3. Grant Claims

- 3.1 Grant Claims must be submitted to the Authority as set out in the Deadline for Submission column in the table in paragraph 2.3 above. Any Grant Claim submitted after this date may not be processed or approved until the following month. An evidenced accrual value for Claim



3 must be submitted to the Claims Manager no later than the 6 April 2026. If a Claim is not submitted in line with this timeline or an extension agreed in writing with the Claims Manager, then the Authority reserves the right not to pay the claim.

- 3.3 You will be issued with a template Grant Claim and Claims Guidance within 30 Working Days of this Grant Funding Letter being executed. A submitted Grant Claim must detail all eligible expenditure that has been Defrayed during the Funding Period but not previously declared. Appropriate evidence as confirmed in the Claims Guidance to verify Defrayed expenditure must be submitted with the Grant Claim.
- 3.4 The Grant Claim and all supporting documents must be submitted through the Department for Business and Trade SharePoint site. Full details and training on how to access the site will be provided within 30 Working Days of this Grant Funding Letter being executed. The Department for Business and Trade cannot accept a Grant Claim submitted through any other means.
- 3.5 Once a Grant Claim is submitted it will be checked for completeness and eligibility by the Claim Manager, Payment of the Grant will be made within 30 Working Days of the Authority approving Your Grant Claim.

4. Eligible Expenditure

- 4.1 ANNEX 5 confirms Eligible Expenditure that You can claim through this grant. No other expenditure can be recovered unless agreed in writing with the Claims Manager prior to the associated cost being Defrayed.

5. Confirmation of Bank Details

- 5.1 You must complete and sign the Confirmation of Bank Details form in ANNEX 4 as part of Your acceptance of the Grant. Grant payments will be made into the bank account listed in the form. No payment will be made in advance of receipt of a correctly completed and signed form.
- 5.2 The signatory to Your Confirmation of Bank Details form must be Your chief finance officer or other person 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.

6. Responsibility for the Funded Activities

- 6.1 You will be the sole recipient of the Grant and, as such, you will be responsible for managing the Grant as between you and any Third Parties involved in performing the Funded Activities. This includes securing the re-payment of the Grant if requested by the Authority in accordance with ANNEX 1 (Terms and Conditions) including where the Grant has already been distributed to Third Parties.

7. The Grant Agreement

- 7.1 Once you sign this Grant Funding Letter as designated below, it will comprise a binding "**Grant Agreement**" between you and the Authority that includes and incorporates the following documents:
 - 7.1.1 the **Terms and Conditions** in ANNEX 1;
 - 7.1.2 the description of the **Funded Activities** in ANNEX 2;
 - 7.1.3 the **Agreed Performance Measures and Long-Term Outcomes** in ANNEX 3;



7.1.4 the **Confirmation of Bank Details** in ANNEX 4; and

7.1.5 the description of **Eligible Expenditure** in ANNEX 5.

7.2 The Parties confirm that this Grant Agreement arises solely pursuant to the exercise of a statutory power by the Authority, and that in entering into this Grant Agreement the Parties do not intend to create contractually binding legal relations

8. **Warranties**

8.1 By signing this Grant Funding Letter, you warrant and represent that:

8.1.1 your obligations under this Grant Agreement are legal, valid, binding and enforceable.

8.2.1 all authorisations and consents necessary to enable you to enter into and perform the obligations in this Grant Agreement have been obtained.

8.3.1 the person signing this Grant Agreement is duly authorised to sign on your behalf; and

8.4.1 your Project Representative referenced in the table above is authorised to make decisions and provide information on your behalf.

9. **Subsidy Control**

9.1 It is important to ensure that the Grant is not, and does not become, an unlawful subsidy for the purposes of the Subsidy Control Act 2022, or unlawful state aid under Article 107 of the Treaty on the Functioning of the European Union. Subsidy and state aid frameworks ensure that States do not unfairly subsidise their own industry or particular parts of it.

9.2 You acknowledge and represent that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in a way that affects any such trade.

9.3 References in this Grant Funding Letter to the Trade and Cooperation Agreement shall have the same meaning as in ANNEX 1.

9.4 You acknowledge and accept that the Grant is awarded on the basis that in undertaking the Funded Activities you are not and will not be undertaking economic activities. A fundamental condition of the Grant is that the activities funded are, and that measures are (where necessary) taken, and maintained, to ensure that there is no cross-subsidy of any other economic activity you might pursue.

10. **Acceptance**

10.1 The parties agree that this Grant Agreement may be executed by electronic signature through DocuSign, and that such electronic signature shall have the same force and effect as a handwritten signature. All documents related to this Grant Agreement, including any amendments, may be signed electronically in the same manner.

10.2 To accept this Grant Agreement please arrange for an authorised signatory to locate the "Review Document" button in the DocuSign email and complete a review of the Grant Agreement. Once the signatory is content that the Grant Agreement, including all Annexes, is



acceptable then they must confirm by clicking the "Sign" or "Submit" button where Your signature is required.

- 10.3 A "Completed" email will be sent to You when the Grant Agreement has been signed by all Parties.
- 10.4 For the avoidance of doubt, the version of this Grant Agreement that will take precedence and shall be relied upon in the case of any ambiguity or dispute will be the version as marked as complete on DocuSign. Any changes made to the Grant Agreement after it is signed that are not completed through DocuSign, will automatically mean the grant offer is rescinded and rendered null and void.
- 10.5 This Grant Agreement will expire 10 Working Days from the date as stated on page 1 if not accepted in line with Clause 8.1 above or agreement in writing to extend this period has not been confirmed by the Grant Manager.

Yours sincerely

_____ for and on behalf of the Authority

Name of Authority signatory: Jonathan Eatough

Position: Deputy Director, Operations and Governance, DBT

Email: jonathan.eatough@businessandtrade.gov.uk

Date:

I confirm the agreement of **Lisburn and Castlereagh City Council** to the terms and conditions in this Grant Funding Letter and its Annexes.

Signature:

Name:

Position:

Email:

Date:



ANNEX 1

TERMS AND CONDITIONS

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1. DEFINITIONS AND INTERPRETATION

1.1 Where they appear in this Grant Agreement:

Agreed Performance Measures means the agreed measures and long-term outcomes of the Funded Activities described in ANNEX 3 (Agreed Performance Measures and Outcomes);

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

Asset means any asset that is purchased or developed using the Grant including equipment and fixed assets;

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

Branding Manual means the HM Government of the United Kingdom of Great Britain and Northern Ireland Branding Manual Funded by UK Government first published by the Cabinet Office in November 2022, and is available [here](#), including any subsequent updates from time to time.

Background IPRs means any and all IPRs that subsist in IPR Materials and other items which are:

- (a) owned by or licensed to a Party prior to the Commencement Date; or
- (b) developed by or on behalf of a Party during the Funding Period but not in connection with the Funded Activities;

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;

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;

Claims Manager means the individual who has been nominated by the Authority to complete assurance checks on any claim submitted in relation to the Grant;

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 the Commencement Date) [here](#), including any subsequent updates from time to time;

Commencement Date means the date on which the Grant Agreement comes into effect, which shall be the start date of the Grant Funding Period;

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 Agreement, including:

- (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;
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority Personal Data; and
- (d) any information derived from any of the above,

but not including:

- (e) information which:
 - (i) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 0 of this Grant Agreement);
 - (ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - (iii) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
 - (iv) is independently developed without access to the Confidential Information; and
- (f) the content of the Grant Agreement, save in respect of any information which is exempt from disclosure under the Information Acts;

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

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the Welsh Government), 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, (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy, (iii) all applicable Law relating to the processing of Personal Data and privacy and (iv) (to the extent that it applies) the EU GDPR;

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;

De Minimis Regulation means Commission Regulation (EU) 1407/2013;

De Minimis State Aid means State aid granted pursuant to the De Minimis Regulation;

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



EIR means the Environmental Information Regulations 2004;

Eligible Expenditure means the payments made 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 this ANNEX 1;

Escalation Contact means the escalation contact appointed by the Authority or the Grant Recipient (as the case may be), which at the Commencement Date shall be the individuals listed as such in the Grant Funding Letter;

EU GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;

Event of Default means any of the events or circumstances set out in paragraph 23.1;

Financial Year means from 1 April to 31 March;

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 described in the Grant Funding Letter and in ANNEX 3 (Funded Activities);

Funding Period means the period for which the Grant is awarded as set out in the Grant Funding Letter;

Minimum Requirement 6 means the Minimum Requirement 6 (Grant Agreements) for General Grants under the Government Functional Standard for Grants, first published by the Cabinet Office in December 2016 which is available (at the Commencement Date) [here](#), including any subsequent updates from time to time;

Grant means the sum or sums the Authority will pay to the Grant Recipient up to the amount set out in the Grant Funding Letter, in accordance with paragraph 3 of this ANNEX 1 and subject to the provisions set out at paragraph 0.

Grant Agreement has the meaning given in the Grant Funding Letter;

Grant Claim means a request submitted by the Grant Recipient to the Authority for payment of the Grant;

Grant Funding Letter means the letter from the Authority to the Grant Recipient to which this document is annexed;

Grant Manager means the individual who has been nominated by the Authority to be the day-to-day 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 as set out in paragraph 5 of this ANNEX 1;



IP Completion Day has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;

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;

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

IPR Material means all material produced by the Grant Recipient or its Representatives 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);

Law means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Grant Recipient is bound to comply;

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;

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 stated in the Grant Funding Letter;

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

Payment Schedule means the schedule for payment of the Grant to the Grant Recipient as set out in the Grant Funding Letter;

Personal Data has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

Procurement Regulations means the Public Contracts Regulations 2015, the Public Procurement (Amendment etc.)(EU Exit) Regulations 2020, the Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016, and the Concession Contracts Regulations 2016, each as amended from time to time; and/or as applicable, the Procurement Act 2023 and any Law made pursuant to the Procurement Act 2023;

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 Grant Agreement; and/or
- (ii) showing or not showing favour or disfavour to any person in relation to the Grant Agreement;

(b) committing any offence:

- (i) under the Bribery Act;
- (ii) under legislation creating offences in respect of fraudulent acts; and/or
- (iii) at common law in respect of fraudulent acts in relation to the Grant Agreement; and/or

(c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

Project Representative means the representative appointed by the Grant Recipient, which at the Commencement Date shall be the individual listed as such in the Grant Funding Letter;

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

Representative 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 obligation exists for the payment and/or other extra-contractual expenditure, including out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

State Aid Law means the law embodied in Articles 107- 109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom;

Subsidy Control Act means the Subsidy Control Act 2022 which implements a domestic subsidy control regime in the United Kingdom;

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

Trade and Cooperation Agreement means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);

UK General Data Protection Regulation and **UK GDPR** mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), 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, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019



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 or the Funding Period (as the case may be), or because of termination or breach of this Grant Agreement;

VAT means value added tax chargeable in the UK; and

Working Day means any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 In this Grant Agreement, unless the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 reference to a gender includes the other gender and the neuter;
- 1.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 1.2.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 1.2.5 Any reference in this Grant Agreement which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
 - 1.2.5.1 any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - 1.2.5.2 any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.
- 1.2.6 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"; and
- 1.2.7 the headings in this Grant Agreement are for ease of reference only and will not affect the interpretation or construction of this Grant Agreement.

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

- 1.3.1 the Grant Funding Letter;
- 1.3.2 this ANNEX 1 (Terms and Conditions);
- 1.3.3 the remaining Annexes to this Grant Agreement with the exception of (the Grant Application);



- 1.3.4 the Grant Application (if included as an Annex to this Grant Agreement); and
- 1.3.5 any other documents incorporated by reference in, or developed in accordance with, this Grant Agreement.

2. DURATION AND PURPOSE OF THE GRANT

- 2.1 This Grant Agreement will subsist for the duration of the Funding Period unless terminated earlier in accordance with its terms.
- 2.2 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.
- 2.3 The Authority may make changes to the Funded Activities (including changing the amount of the Grant and/or the scope of the Funded Activities) by providing 30 Working Days written notice to the Grant Recipient.

3. PAYMENT OF GRANT

- 3.1 Subject to the remainder of this paragraph 3 the Authority shall pay the Grant to the Grant Recipient:
 - 3.1.1 up to the maximum amount stated in the Grant Funding Letter;
 - 3.1.2 in pound sterling (GBP) and into a bank located in the UK, save that where it is more efficient to pay the Grant in a foreign currency, the Authority may choose to do so at its sole discretion (in which case the Grant amount will be for the sum agreed in GBP as at the Commencement Date); and
 - 3.1.3 in respect of Eligible Expenditure only.
- 3.2 Upon reasonable prior notice from the Authority, the Grant Recipient will provide the Authority with such evidence as it may reasonably require (including receipts, invoices and other documentary evidence) that Grant Claims relate to costs which constitute Eligible Expenditure.
- 3.3 The Grant Recipient shall notify the Authority of any Match Funding which is or has been applied for (or which the Grant Recipient intends to apply for), approved or offered, before the Commencement Date and during the Funding Period. Such notification shall be made before receiving or using such Match Funding and shall include the amount, purpose and source of the proposed Match Funding.
- 3.4 Upon receipt of the Grant Recipient's notice under paragraph 3.2, the Authority shall notify the Grant Recipient that (at its sole discretion) it either agrees to or refuses the Grant Recipient's acceptance of the Match Funding.
- 3.5 If the Authority agrees to the Grant Recipient's acceptance of Match Funding under paragraph 3.4, the Grant Recipient may take receipt of the relevant Match Funding. In such circumstances, the Grant Recipient shall provide the Authority with a detailed summary of the Match Funding received, including the amount of Match Funding, the use of such Match Funding and such other information as the Authority may reasonably require.
- 3.6 If the Authority refuses the Grant Recipient's acceptance of the Match Funding under paragraph 3.4, the Grant Recipient shall not accept or use the Match Funding.



- 3.7 The Grant Recipient agrees that 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. The Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
- 3.8 The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless and until the Authority is satisfied that:
 - 3.8.1 the Grant Recipient will use the Grant payment for Eligible Expenditure only; and
 - 3.8.2 if applicable, any grant payments provided by the Authority to the Grant Recipient prior to the first payment of the Grant to fund activities broadly equivalent to the Funded Activities (including under a previous grant agreement) have been used for their intended purpose or repaid to the Authority.

- 3.9 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. Any sum which falls due under this paragraph 3.9 shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately (or within any other timeframe specified by the Authority) the sum will be recoverable summarily as a civil debt.

4. GRANT CLAIM PROCEDURE

- 4.1 The Authority reserves the right not to pay any Grant Claims not submitted within the period set out in the Grant Funding Letter and/or which are incomplete, incorrect or submitted without the full supporting documentation (including such documentation as may be reasonably requested by the Authority).
- 4.2 The Authority shall bear no responsibility for paying any Third Parties with whom the Grant Recipient enters into contracts in connection with the Funded Activities.
- 4.3 The Grant Recipient shall not retain any Unspent Monies without the Authority's prior written consent. If at the end of any Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days following 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.
- 5.2 The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
 - 5.2.1 fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/certifying that the grant paid was applied for its intended purposes;
 - 5.2.2 giving evidence to Parliamentary Select Committees;
 - 5.2.3 attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;



- 5.2.4 responding to public consultations, where the topic is relevant to the objectives of the Funded Activities (but 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 this Grant Agreement);
- 5.2.5 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
- 5.2.6 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 For the purposes of any Grant which, in the opinion of the Grant Manager, constitutes a government research grant (including, for example, those awarded to the National Academies), the following shall be deemed to be Eligible Expenditure:

- 5.3.1 publishing and publicising the results of research paid for using taxpayer funded grants;
- 5.3.2 hosting science and research communication events, for example, science festivals, Royal Society's Summer Science Exhibition, visits, breakfasts, dinners or receptions, seminars, the use of newsletters and campaigns, and sharing information with Parliament to expound greater understanding of research outcomes or launch a research project or equipment;
- 5.3.3 working with or through a Third-Party organisation or commercial partners, which are not professional lobbying organisations, to conduct, communicate or publish research findings and inform policy;
- 5.3.4 contributing expert scientific and academic advice to inform government policy and funding or make the case for science; and
- 5.3.5 developing proposals for future research grants.

5.4 The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure (the list below does not override activities which are deemed eligible in this Grant Agreement):

- 5.4.1 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;
- 5.4.2 using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
- 5.4.3 using the Grant to petition for additional funding;
- 5.4.4 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- 5.4.5 input VAT reclaimable by the grant recipient from HMRC; and
- 5.4.6 payments for activities of a political or exclusively religious nature.

5.5 Other examples of expenditure which are prohibited include the following:



- 5.5.1 contributions in kind;
- 5.5.2 interest payments or service charge payments for finance leases;
- 5.5.3 gifts;
- 5.5.4 statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
- 5.5.5 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;
- 5.5.6 bad debts to related parties;
- 5.5.7 payments for unfair dismissal or other compensation;
- 5.5.8 depreciation, amortisation or impairment of assets owned by the Grant Recipient;
- 5.5.9 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
- 5.5.10 liabilities incurred before the commencement of the Grant Agreement unless agreed in writing by the Authority.

6. GRANT REVIEW

- 6.1 The Authority will review the Grant at the intervals specified in the Grant Funding Letter. The review will take into account the Grant Recipient's delivery of the Funded Activities against the Agreed Performance Measures. As part of the annual review the Authority will review the reports produced by the Grant Recipient in accordance with paragraph 7.2.
- 6.2 Following the review carried out under paragraph 6.1, the Authority may, taking into account any representations made by the Grant Representative in the course of the review, choose to do any of the following:
 - 6.2.1 consent to the Funded Activities and the Grant Agreement continuing in line with existing plans;
 - 6.2.2 increase or decrease the Grant for the subsequent Financial Year or the remainder of the Funding Period, as applicable;
 - 6.2.3 redefine the Agreed Performance Measures;
 - 6.2.4 require the Grant Recipient to carry out remedial activity with the aim of improving delivery of the Funded Activities;
 - 6.2.5 recover any Unspent Monies; or
 - 6.2.6 terminate the Grant Agreement in accordance with paragraph 23.7.
- 6.3 If required pursuant to paragraph 6.2.4, the Grant Recipient will submit a remedial action plan to the Authority setting out:
 - 6.3.1 the areas identified by the Authority in which improvements to the Funded Activities are required; and



6.3.2 the steps which the Grant Recipient proposes to take to rectify the areas identified by the Authority and the timetable for taking such steps.

7. MONITORING AND REPORTING

7.1 The Grant Recipient shall closely monitor the delivery and success of the Funded Activity throughout the Funding Period and shall notify the Authority as soon as reasonably practicable of any actual or potential failure to comply with any of its obligations under this Grant Agreement.

7.2 The Grant Recipient shall provide the Authority with:

- 7.2.1 a report on its performance against the Agreed Performance Measures and this Grant Agreement at the intervals specified in the Grant Funding Letter; and
- 7.2.2 any assistance and information reasonably requested by the Authority to establish whether the Grant Recipient has used the Grant in accordance with the Grant Agreement.

8. AUDITING AND ASSURANCE

8.1 The Authority, National Audit Office and/or their authorised representatives may, at any time during and up to 7 years after the end of the Grant Agreement, conduct audits in relation to the Grant Recipient's use of the Grant and/or compliance with this Grant Agreement. The Grant Recipient agrees to act reasonably in cooperating with such audits, including by granting access to relevant documentation, premises and personnel.

8.2 The Grant Recipient shall:

- 8.2.1 maintain an appropriate system of financial management and controls, maintain detailed records in relation to such controls, and provide copies of such records to the Authority on request; and
- 8.2.2 retain, and procure that its sub-contractors retain, all relevant electronic documentation relating to the Eligible Expenditure and any income generated by the Funded Activity (including invoices, receipts and accounting records) during the Funding Period and for a period of 7 years.

8.3 The Authority reserves the right to request within ten months of the end of each Financial Year that the Grant Recipient provide independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient if requested will provide, at the Authority's discretion:

- 8.3.1 annual accounts audited by an independent and appropriately qualified auditor where the Grant is clearly segregated from other funds; or
- 8.3.2 a statement showing that the Grant has been certified by an independent and appropriately qualified auditor, accompanied by the Grant Recipient's annual audited accounts.

8.4 Where the Grant Recipient is a company registered at Companies House, the Grant Recipient must file its annual return and accounts by the dates specified by Companies House

8.5 Where the Grant Recipient is a registered charity, the Grant Recipient must file its charity annual return by the date specified by the Charity Commissioner.



8.6 If requested by the Authority, the Grant Recipient shall provide the Authority with copies of its annual return, accounts and/or charity annual return (as applicable) within five days of filing them at Companies House and/or the Charity Commissioner (as applicable).

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

9.1 The Grant Recipient will:

9.1.1 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;

1.1.1 maintain a sound administration and audit process, including internal financial controls to safeguard against fraud and theft, money laundering, terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant; and

1.2.1 notify the Authority of all actual or suspected cases of fraud, theft or financial irregularity relating to the Funded Activities as soon as they are identified and keep the Authority informed in relation to its remedial actions thereafter.

9.2 In the event of any actual or suspected fraud, theft or other financial irregularity (which shall include use of the Grant for any purpose other than that envisaged by this Grant Agreement), the Authority may, at its absolute discretion:

9.2.1 require the Grant Recipient to take such remedial steps as the Authority shall reasonably specify; and/or

9.2.2 suspend future payment of the Grant to the Grant Recipient,

and in all cases 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 Grant Recipient will, if required by the Authority, refer the matter to an external auditor or any other Third Party.

9.3 The Grant Recipient agrees and accepts that it may become ineligible for grant support and be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.

10. CONFLICTS OF INTEREST

10.1 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 Agreement.

10.2 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.

11. CHANGE OF CONTROL

11.1 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.

12. CONFIDENTIALITY



- 12.1 Except to the extent set out in this paragraph 0 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.
- 12.2 The Grant Recipient gives its consent for the Authority to publish the Grant 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 Agreement.
- 12.3 Nothing in this paragraph 0 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
 - 12.3.1 for the purpose of the examination and certification of the Authority's accounts and/or pursuant to section 6(1) of the National Audit Act 1983;
 - 12.3.2 to any government department, consultant, contractor or other person engaged by the Authority, provided that the Authority only discloses information which is necessary for the purpose concerned and obtains appropriate confidentiality undertakings in relation to such information; and/or
 - 12.3.3 where disclosure is required by Law, including under the Information Acts.
- 12.4 Nothing in this paragraph 0 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant 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.

13. STATUTORY DUTIES

- 13.1 The Grant Recipient agrees to adhere to its obligations under the Law, including the Information Acts and the HRA.
- 13.2 The Grant Recipient hereby acknowledges that the Authority is subject to requirements under the Information Acts. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to the Authority to assist the Authority's compliance with its information disclosure obligations.
- 13.3 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.
- 13.4 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 Agreement without consulting the Grant Recipient.
- 13.5 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 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.

14. DATA PROTECTION



- 14.1 The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.
- 14.2 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:
 - 14.2.1 shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
 - 14.2.2 will be individually and separately responsible for its own compliance; and
 - 14.2.3 do not and will not Process any Personal Data as Joint Controllers.
- 14.3 Each Party shall, with respect to its processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational 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.

15. PUBLIC PROCUREMENT

- 15.1 The Grant Recipient will ensure that value for money is obtained in the procurement of goods or services funded by the Grant. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations, the Grant Recipient will comply with the Procurement Regulations when procuring goods and services in connection with the Grant Agreement.

16. SUBSIDY CONTROL

- 16.1 The Grant Recipient will ensure that delivery of the Funded Activities does not put the Authority in breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies.
- 16.2 The Grant Recipient acknowledges and accepts that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in a way that affects any such trade.
- 16.3 The Grant Recipient acknowledges and accepts that the Grant is awarded on the basis that the Funded Activities being undertaken using the Grant are, and will remain, non-economic activities. The Grant Recipient shall ensure that measures are taken (where necessary), and maintained, to ensure that the Grant is not used to cross-subsidise any economic activity.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 All rights (including Intellectual Property Rights) and title in and to any Background IPRs will remain the property of the relevant Party (or its licensors).
- 17.2 All rights (including Intellectual Property Rights) and title in and to any IPR Material will vest in the Grant Recipient (or its licensors).
- 17.3 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.



17.4 Other than as expressly set out in this Grant Agreement, 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.

18. ASSETS

18.1 The Grant Recipient must keep a register of all Assets acquired or improved wholly or partly using the Grant provided under the Grant Agreement. The register must include a description of the Asset, full details of any acquisition or improvement of the Asset, and full details of the ownership and any disposal of the Asset.

18.2 The Authority reserves the right to determine the outcome of any Assets acquired or improved as a result of the Funded Activities or purchased with Grant monies.

18.3 The Grant Recipient must obtain the Authority's prior written consent before selling, otherwise disposing of, transferring or changing the use of any Asset that was acquired or improved with Grant monies. Such consent may be subject to the satisfaction of certain conditions to be determined by the Authority, including with regard to the application of the proceeds of sale.

19. INSURANCE

19.1 The Grant Recipient must put in place and maintain adequate insurance coverage (including public liability insurance and appropriate travel insurance covering all destinations to be visited in connection with this Grant Agreement) either as a self-insurance arrangement or with an insurer of good repute to cover all insurable claims and liabilities under or in connection with this Grant Agreement. The Grant Recipient will provide evidence of such insurance to the Authority on request.

20. ASSIGNMENT

20.1 The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.

21. BORROWING, LOSSES, GIFTS, SPECIAL PAYMENTS

21.1 The Grant Recipient shall obtain the Authority's prior written consent before:

21.1.1 borrowing or lending money from any source in connection with the Grant Agreement;

21.1.2 giving any guarantee, indemnity, security over any Asset or letter of comfort in relation to the Grant Agreement;

21.1.3 giving any gift, making any Special Payment and/or writing off any debt or liability in connection with the Grant, and shall keep a record of all gifts given and received in connection with the Grant.

22. PUBLICITY

22.1 The Grant Recipient gives consent 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 7.2 of this ANNEX 1.



- 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.
- 22.3 Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Grant Recipient must first seek permission from the Authority.
- 22.4 The Grant Recipient will acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 22.5 In using the Authority's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.

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

Events of Default

- 23.1 The Authority may exercise its rights set out in paragraph 23.3 if any of the following events occur:
 - 21.1.4 the Grant Recipient fails to comply with any of its obligations under paragraphs 2.2, 3.7, 5.4, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, 9.1, 13.1, 0 and/or 0, or commits a breach of any other term of this Grant Agreement which is material in the reasonable opinion of the Authority;
 - 23.1.1 the delivery of the Funded Activity 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 Activity shall start with the Authority;
 - 23.1.2 the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activity and, in particular, towards meeting the Agreed Performance Measures;
 - 23.1.3 the Grant Recipient fails to improve delivery of the Funded Activity, having undertaken the remedial activity agreed with the Authority under paragraph 6.2.4;
 - 23.1.4 the Grant Recipient obtains any 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;
 - 23.1.5 the Grant Recipient provides the Authority with any materially misleading or inaccurate information in its grant application or in subsequent related correspondence;
 - 23.1.6 the Grant Recipient commits or committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient or a Third Party, immediately upon becoming aware of it;



- 23.1.7 during the Funding Period, any director or employee of the Grant Recipient commits any dishonest negligent act or omission, or otherwise brings the Authority into disrepute;
- 23.1.8 the Grant Recipient:
 - 23.1.8.1 ceases to operate for any reason, or 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);
 - 23.1.8.2 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;
- 23.1.9 the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law;
- 23.1.10 a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations (including under the Trade and Cooperation Agreement);
- 23.1.11 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 28;
- 23.1.12 the Grant Recipient undergoes a Change of Control which will, in the reasonable opinion of the Authority:
 - 23.1.12.1 be materially detrimental to, or result in fundamental changes to, the Funded Activities;
 - 23.1.12.2 result in the new body corporate being unable to receive the Grant; and/or
 - 23.1.12.3 raise national security concerns;
- 23.2 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

- 23.3 Where, the Authority determines that an Event of Default has or may have occurred, the Authority may by written notice to the Grant Recipient take any one or more of the following actions:
 - 23.3.1 suspend the payment of Grant for such period as the Authority shall determine; and/or
 - 23.3.2 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



- 23.3.3 cease to make payments of Grant to the Grant Recipient under the Grant Agreement and (in addition) require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient; or
- 23.3.4 give the Grant Recipient an opportunity to remedy the Event of Default (if the Authority considers it remediable) in accordance with the procedure set out in paragraph 23.5; and/or
- 23.3.5 terminate the Grant Agreement.

23.4 Where the Authority requires any or all of the Grant to be repaid in accordance with paragraph 23.3.3, the Grant Recipient shall repay this amount no later than 30 days following the date of the demand for repayment. If the Grant Recipient fails to repay the Grant within such period, the sum will be recoverable summarily as a civil debt.

Opportunity for the Grant Recipient to remedy an Event of Default

- 23.5 If the Authority wishes to exercise any right under paragraph 23.3 in connection with an Event of Default which the Authority considers remediable:
 - 23.5.1 the Authority will provide reasonable notice to the Grant Recipient specifying particulars of the Event of Default, how it must be resolved and the timescales for its resolutions; and
 - 23.5.2 following receipt of a notification under paragraph 23.5.1, the Grant Recipient will be given reasonable opportunity to resolve the Event of Default before the Authority exercises the relevant right under paragraph 23.3.
- 23.6 If the Authority wishes to exercise any right under paragraph 23.3 in connection with an Event of Default that it considers to be irremediable, or if a remediable Event of Default has not been resolved after the Grant Recipient has been given reasonable opportunity under paragraph 23.5.2, the Authority may immediately exercise the relevant right under paragraph 23.3.

General Termination Rights – Termination for Convenience

- 23.7 Notwithstanding the Authority's right to terminate the Grant Agreement pursuant to paragraph 23.3.5 above, either Party may terminate the Grant Agreement at any time by giving at least 3 months written notice to the other Party.

Consequences of Termination

- 23.8 If the Authority terminates the Grant Agreement in accordance with paragraph 23.3.5 or 23.7 the Grant Recipient shall return any Unspent Monies to the Authority within 30 days of the date of the Authority's termination notice, save where the Authority gives written consent to their retention.
- 23.9 If the Authority terminates the Grant Agreement in accordance with paragraph 23.7 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.



- 23.10 In the event of termination or expiry of this Grant Agreement, 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.
- 23.11 The Grant Recipient shall, on the Authority's request, promptly prepare a written exit plan to provide for the cessation or seamless transfer of the Funded Activities following expiry or termination of this Grant Agreement.
- 23.12 Nothing in the Grant 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.

24. TUPE

- 24.1 Not used.

25. DISPUTE RESOLUTION

- 25.1 The Parties will use all reasonable endeavours to resolve in good faith any dispute that arises during the term of the Grant Agreement.
- 25.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate the Grant Agreement) shall be referred in the first instance to the Grant Manager and the Project Representative.
- 25.3 If the dispute cannot be resolved between the Grant Manager and the Project Representative within a maximum of 15 Working Days, then the matter will be escalated to a formal meeting between the Parties' Escalation Contacts.

26. LIMITATION OF LIABILITY

- 26.1 The Authority accepts no liability for any consequences or Losses, whether arising directly or indirectly, that may arise in connection with:
 - 26.1.1 the Grant Recipient running the Funded Activities including all health, safety, and security arrangements for any person traveling in connection with this Grant Agreement;
 - 26.1.2 the use of the Grant by any person;
 - 26.1.3 any reduction, suspension, withdrawal or request for repayment of the Grant; and/or
 - 26.1.4 termination of this Grant Agreement for any reason.
- 26.2 The Grant Recipient shall indemnify and hold harmless the Authority and its Representatives with respect to all actions, claims, charges, demands, Losses and/or 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 Agreement and/or its obligations to Third Parties.
- 26.3 Save in respect of any liabilities that cannot be lawfully limited, the Authority's liability to the Grant Recipient under this Grant Agreement is limited to the obligation to make payment of the Grant Funding when due and payable in accordance with this Grant Agreement.

27. VAT



- 27.1 If VAT is held to chargeable in respect of the Grant 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.
- 27.2 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 the Secretary of State in addition to such sums or other consideration pay to the Secretary of State all the VAT so payable upon the receipt of a valid VAT invoice.

28. CODE OF CONDUCT FOR GRANT RECIPIENTS AND BRANDING MANUAL

- 28.1 The Grant Recipient agrees to comply with the Code of Conduct and ensure that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct. The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outline in the Code of Conduct.
- 28.2 The Grant Recipient shall at all times during and following the end of the Funding Period:
 - 28.2.1 comply with requirements of the Branding Manual in relation to the Funded Activities; and
 - 28.2.2 cease use of the Funded by UK Government logo on demand if directed to do so by the Authority.

29. VARIATIONS

- 29.1 Save in respect of changes made under paragraph 2.3 or 6.2, any variation to this Grant Agreement will only be valid if it is in writing and signed by authorised representatives of both Parties. The Authority reserves the right to require the Recipient to comply with such additional conditions as the Authority may require in its sole discretion before agreeing to a variation

30. NOTICES

- 30.1 All notices and other communications in relation to this Grant 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 stated in the Grant Funding Letter. All notices and other communications must be marked for the attention of the Grant Manager (for the Authority) and the Project Representative (for the Recipient).
- 30.2 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 This Grant Agreement 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 courts of England and Wales.

**ANNEX 2****FUNDED ACTIVITIES****1.0 Background**

1.1 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.

2.0 Purpose of the Grant

2.1 The Grant is for local Northern Ireland (NI) council consumer protection service teams, to report on their market surveillance activity which they are undertaking as part of the EU withdrawal agreement.

3.0 Objective of the Funded Activities

3.1 OPSS has provided grant funding awards to local councils in NI for the past 4 fiscal years to support development of market surveillance and enforcement capacity and capability to enable the implementation of the EU withdrawal agreement.

3.2 The funding is for NI district councils to produce a report on:

- how they have built capacity and capability for market surveillance inland in NI for the period of years they have received grant funding.
- how market surveillance has protected UK businesses and consumers in NI – through an efficient, proportionate, and risk-based approach to product safety enforcement that minimised burdens on business while enabling the UK to demonstrate to the EU that UK is meeting its domestic and international obligations since leaving the EU.
- how they have raised awareness of the benefits of an effective consumer protection regulatory process and raised consumer awareness of product safety issues.
- how previous years grant funding supported different types of interventions to address non-compliant businesses.

3.3 The funding is also for NI district councils to:

- Provide examples of case studies which demonstrate the outcome of market surveillance activities
- Provide OPSS with the materials and resources developed by the Council during the 4 years of grant funding to support compliance which can be published on Regulators Companion



ANNEX 3

AGREED PERFORMANCE MEASURES AND OUTCOMES

1. The Grant Recipient is required to achieve the following performance measures and outcomes in connection with the Grant:
2. Indicative Performance Measures

2.1 The following detail must be reported to the Department in line with Monitoring and Reporting requirement as specified in the table at Paragraph 2 of the Grant Letter:

KPI	Measure
(a) Market Surveillance Activities	<ul style="list-style-type: none"> - How Lisburn and Castlereagh City Council has built on existing capacity and capability to undertake market surveillance - The action Lisburn and Castlereagh City Council has taken in relation to market surveillance
	<p>Number of market surveillance activities undertaken</p> <p>Trends identified while undertaking market surveillance activities, such as non-compliance, compliance, sector specific, or product specific.</p> <p>Type of action taken to address non-compliant products, including but not limited to, advice, guidance, and safety notices such as warnings, suspension, withdrawal and recall notices.</p> <p>Case studies that demonstrate the outcome of market surveillance activities.</p> <p>Submission of materials and resources developed to support compliance, which will be published on Regulators Companion.</p>
(b) Knowledge of Industry Sectors and Supply Chains	<ul style="list-style-type: none"> - Any trends Lisburn and Castlereagh City Council has seen and how the Council has addressed them - Any activity Lisburn and Castlereagh City Council has carried out to build understanding of industry sectors and supply chains and their associated risks
	<p>Activities carried out to build the understanding of supply chains and their associated risks.</p> <p>For example, details of the sectors and supply chains identified, risks associated with those sectors and supply chains, and any activities to address identified risks.</p>
(c) Consumer Protection Awareness	<ul style="list-style-type: none"> - Any action Lisburn and Castlereagh City Council has taken in relation to consumer awareness of safety issues
	<p>Activities carried out to raise consumer awareness. These include, but are not limited to, quantitative and qualitative details about the activities (e.g. visits, inspections, leaflets), stakeholder groups targeted and reached, evaluation of the methods used and how successful they have been, and resources produced for campaigns.</p>
(d) Cross Border Activities Local	<ul style="list-style-type: none"> - Any activity cross-border cooperation Lisburn and Castlereagh City Council has been
	<p>Activities designed to increase scale and effectiveness of cooperation across local authority borders. These include, but are not limited to, the number of activities/interventions carried out, details of these activities, and details of the outcome of these activities</p>



Authority Cooperation	involved in on market surveillance issues	(how they have increased the scale and effectiveness of cooperation across local authority borders.
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3. Intended Outcomes

3.1 The following table summarises the outcome to be achieved as a result of the Funded Activities:

Outcome Number	Deliverables from Lisburn and Castlereagh City Council	Date to be Achieved
1	<p>Submission of a written report covering the period 1 April 2025 to 31 March 2026 which sets out:</p> <ul style="list-style-type: none"> • how the Council has built on existing capacity and capability in market surveillance. • action the Council has taken in relation to market surveillance. • any trends the Council has seen and how they have addressed them. • any activity the Council has carried out to build understanding of industry sectors and supply chains and their associated risks. • any action the Council has taken in relation to consumer awareness of safety issues. • any trends the Council has seen and how it has addressed them. • any activity the Council has carried out to build understanding of industry sectors and supply chains and their associated risks. • any activity cross-border cooperation the Council has been involved in on market surveillance issues. <p>The report must include a minimum of one case study which demonstrates the outcome of market surveillance activities undertaken between 1 April 2025 and 31 March 2026.</p> <p>The report must confirm any materials and/or resources developed by the Council to support compliance which can be published and shared on Regulators Companion</p>	No later than 30 April 2026



ANNEX 4

CONFIRMATION OF BANK DETAILS

The Grant Recipient must complete all details below. Part 2 must only be completed by the person who signed the Grant Funding Letter, or their replacement.

The Grant Recipient must separately complete Form AP1a (Oracle Supplier Information Form) to confirm the bank account details where all grant payments will be made.

The Grant Recipient should take a photocopy of both forms for its record and return the original Forms, along with the signed Grant Funding Letter, to the address indicated in the Grant Funding Letter

Part 1: Authorised Signatories

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

Name

Position in Organisation

Signature

Date

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Name

Position in Organisation

Signature

Date

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Part 2: Grant Recipient Declaration

- I certify that the information given on this Form and the accompanying AP1a Form are correct

Name

Signature (the person who signed the Grant Funding Letter)

Date

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ANNEX 5 - ELIGIBLE EXPENDITURE

1. The following cost headings are accepted as being eligible expenditure for the purposes of this Grant Funding Agreement without further approval from the Authority:

Item of Expenditure	Agreed Funding
Costs incurred by the Council in undertaking the agreed Funded Activity as detailed in ANNEX 2	£49,500

2. Any activity where funding has already been secured by Lisburn and Castlereagh City Council is ineligible to be supported through this Grant Funding Agreement.
3. All costs incurred in delivering Activities under this Grant Funding Agreement must be in line with Lisburn and Castlereagh City Council procurement policies and processes, and VfM approach to ensure Value for Money and transparency of spend.
4. Any spend to be incurred to pay a Third Party including any contractor with whom Lisburn and Castlereagh City Council contracts must follow the Public Procurement Regulations 2024.
5. All Grant must be spent in the Funding Period. Any Grant not spent in 2025/26 must not be rolled forward into 2026/27 unless a variation has been agreed and executed by DBT.

Committee:	Environment & Sustainability
Date:	7 January 2026
Report from:	Head of Service - Environmental Health, Risk and Emergency Planning

Item for:	Noting
Subject:	Environmental Crime

1.0	<u>Background</u>						
1.1	At the meeting of the Environment & Sustainability Committee held on the 3 September 2025, it was agreed to fully implement the in-house response to support the Out Of Hours Dog Warden Service (OOHDWS). Furthermore, members noted and approved the content of the report, providing details of incidents of Environmental Crime and the proposed reallocation of the budget from the OOHDWS to support additional initiatives.						
1.2	A series of DEA specific workshops were held throughout October to engage with members to help identify hot spots of environmental crime and local specific actions required.						
1.3	Environmental Crime can generally be divided into 2 categories, dog fouling and general environmental crime (fly tipping/dumping, littering, abandoned vehicles and graffiti/flyposting). Statistically, fly-tipping and illegal dumping occurring more regularly than dog fouling.						
1.4	Officers captured the outworkings from the three DEA meetings and have costed initiatives to support the continuation of proven, and the delivery of new initiatives to combat environmental crime. This expenditure is revenue budget and must be delivered within the 2025/26 year. These have been tabulated below for members' reference.						
1.5	<p>Graffiti</p> <table border="1"> <tr> <td>Spray Paint</td> <td>Street furniture and public property that is defaced with offensive graffiti - Officers from the council will cover up small areas of graffiti with appropriate coloured paint with the highest priority given to removing the most offensive example.</td> </tr> <tr> <td>Graffiti Remover</td> <td>When private property is defaced with offensive graffiti and the property owner does not have the means to remove it - Officers from the council will provide graffiti remover to the property owner to assist them in the removal of the graffiti.</td> </tr> <tr> <td>PPE</td> <td>Protective overalls – long gloves and masks to prevent against windblown paint spray.</td> </tr> </table>	Spray Paint	Street furniture and public property that is defaced with offensive graffiti - Officers from the council will cover up small areas of graffiti with appropriate coloured paint with the highest priority given to removing the most offensive example.	Graffiti Remover	When private property is defaced with offensive graffiti and the property owner does not have the means to remove it - Officers from the council will provide graffiti remover to the property owner to assist them in the removal of the graffiti.	PPE	Protective overalls – long gloves and masks to prevent against windblown paint spray.
Spray Paint	Street furniture and public property that is defaced with offensive graffiti - Officers from the council will cover up small areas of graffiti with appropriate coloured paint with the highest priority given to removing the most offensive example.						
Graffiti Remover	When private property is defaced with offensive graffiti and the property owner does not have the means to remove it - Officers from the council will provide graffiti remover to the property owner to assist them in the removal of the graffiti.						
PPE	Protective overalls – long gloves and masks to prevent against windblown paint spray.						

1.6 Littering/Illegal Dumping

CCTV WIFI Cameras (service provider)	Cameras will be erected at Fly-Tipping Hot Spots to detect offences and offenders.
CCTV Remote Cameras (Battery Operated Maintained by Officers)	Cameras will be erected at Fly-Tipping Hot Spots to detect offences and offenders.
CCTV Signage	To comply with CCTV Policy and Procedures etc., signage is required to be erected when CCTV has been deployed.
Large Yellow Refuse Sacks with Council Branding	To assist officers decanting rubbish from black bags etc. when searching for evidence at fly-tipping sites.
Branded Adhesive Labels	Labels will be stuck onto inspected rubbish by Officers indicating to the public that rubbish has been inspected and will be removed.

1.7 Dog Fouling

Park/pitch signage	The current signage is small and has been displayed since 2019. There is interest in increasing the size and number of signs throughout parks and pitches within the council area.
Seasonal pitch signage	Some pitches have seasonal restrictions however there is no change in signage at these locations at the start of the season to indicate the change each year. Promotional banners are planned to rotate around pitches that are a hotspot for fouling in the lead up to and during restrictions.
General dog fouling signs	These are temporary signs placed in hotspot areas for a period of 12 weeks. A renewed stock of signs is required.
Poo bag dispensers	Seven locations have been identified that would benefit from the installation of a poo bag dispenser. A stock of three dispensers is also required based on replacement of dispensers that are unable to be repaired. The new locations include: <ol style="list-style-type: none"> 1. Glenmore pitches 2. Drumbo pitches 3. Hydebank pitches 4. Killynure/Church Rd 5. Strawberry Hill Lane 6. Lower Ballinderry crossroads 7. Milltown
Dispenser refills	To increase stock of dispenser poo bags across current and new locations, an additional order is required.

	Community events	It is planned to offer three community microchipping events, whereby dog owners can meet council Officers and get their dog microchipped for free.	
1.8	Enforcement	<p>Officers will continue to utilise the powers available under the statue discharged to the council and operate in accordance with the council's Enforcement Policy. Members will note that this type of environmental crime is widespread, however detection is difficult.</p> <p>To support the current resource of 5 Enforcement Officers, it is planned to offer witness statement training to other council officers to assist with detection opportunities and subsequent enforcement. This training will be progressed through HR and the cost covered through the training and capacity budget rather than directly through the reallocated £20,000.00. The Head of EHREP will engage with relevant other Heads of Service to identify suitable posts to assist with this opportunity.</p>	
2.0	<u>Recommendation</u>	<p>It is recommended that the committee:</p> <ul style="list-style-type: none"> notes the details of how the re-allocation of the OOHDWS funding will be used to target environmental crime across the council area. 	
3.0	<u>Finance and Resource Implications</u>	<p>The Environmental Health Service Unit have obtained approval to reallocate the £20,000 budget from the withdrawal of the Out of Hours Dog Warden Service into measures tackling environmental crime.</p>	
4.0	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>		
4.1	Has an equality and good relations screening been carried out?	Yes	
4.2	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out		Env Crime provision will not have a direct impact on any specific Section 75 protected category/group as the impact will be the same for all residents within LCCC.
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	Yes	

4.4	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.	Env Crime provision will not directly impact the social or economic needs of people in rural areas.
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Appendices:	Appendix 2 EH – Environmental Crime Report September 2025 Appendix 3 EH - Equality and Good Relations Screening Appendix 4 EH - Rural Needs Impact Assessment
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Committee:	Environment & Sustainability Committee
Date:	3 September 2025
Report from:	Head of Environmental Health, Risk and Emergency Planning

Item for:	Decision
Subject:	Environmental Crime

1.0 Background and Key Issues

1.1 This report has been prepared to provide context and detail to the committee regarding Environmental Crime across the council area. This update was agreed by council at its meeting held on 25 February 2025. It includes statistical information regarding numbers of complaints received, dog licences issued, fixed penalty notices and information on abandoned vehicles and their disposal. It further provides detailed narrative on actions planned for the forthcoming year.

1.2 Environmental crime including dog fouling, general littering and fly tipping is difficult to effectively tackle and impossible to eradicate. The challenge is an emotive one for all our residents and it is difficult to persuade general members of the public to report offenders. Various strategies to educate, encourage and enforce attempt to promote responsible dog ownership and tackle the problem of environmental crime. Critically however, it is difficult to detect and deal with offenders effectively without their acts being witnessed by authorised officers and officers collecting relevant evidence/details. This is resource intensive and redirects enforcement officers away from other duties. It is important to highlight that the most significant category of environmental crime in terms of occurrences across LCCC is illegal dumping and it is imperative that the council team focus resources to tackle it effectively through education and where necessary, enforcement.

1.3 Environmental Crime can be divided into 2 categories:

- dog fouling; and
- general environmental crime (fly tipping/dumping, littering, abandoned vehicles and graffiti/flyposting).

Dog Control

Complaint Type	2021/2022	2022/2023	2023/2024	2024/2025
Fouling	303	295	304	301
Stray dogs	224	262	276	275
Dog attacks	68	69	61	58
Number of licences issued	13987	13434	12100	9869
Number of Fouling Fixed Penalties Issued	12	10	0	2

1.4 Complaints regarding dog fouling have remained consistent in number as illustrated in the table above, despite a number of previous and on-going strategies to promote responsible dog ownership. The numbers of complaints regarding stray dogs has increased over the reporting period while the number of dog attacks have decreased. Such complaints are prioritised for response by Enforcement Officers. The reduction in the number of licences issued, which are in large part renewal of out-of-date licences, was due to vacant posts in the administration team that council had been unable to fill. All posts have now been recruited and it is anticipated that the number of renewals will increase in this financial year and going forward.

1.5 **General Environmental Crime**

Complaint Type	2021/2022	2022/2023	2023/2024	2024/2025
Graffiti/Fly Posting	101	51	33	30
Litter	198	154	161	184
Litter Fixed Penalties Issued	3	10	6	9
Illegal Dumping	810	668	742	733
Illegal Dumping Fixed Penalties Issued	23	22	13	1 @ £400 (see 1.7 below)
Abandoned Vehicles	110	123	125	203
Abandoned Vehicles seized and sent to auction	10	10	10	14

1.6 As illustrated in the above table, the number of complaints for graffiti and flyposting have considerably decreased since 2021/2022. The number of fixed penalty notices have increased from 3 to 9 and complaints about litter generally remain static with on average 160-200 annually over the last four years. It is important to note that within the council area, illegal dumping is demonstrated in the table above as being a larger issue than littering by a significant margin across the years included. Although there may be anecdotal evidence of issues of littering with city/town centre locations, the data does not corroborate this. In addition, city/town centre locations have more regular street cleansing. Illegal dumping continues to be the most dominant form of general environmental crime in the Council area.

1.7 Officers have historically dealt with dog fouling, littering and dumping offences under the Litter (Northern Ireland) Order 1994 and issued £80 - £100 Fixed Penalties Notices for these offences. In January 2024, Officers were given new powers under The Waste and Contaminated Land (Northern Order) Order 1997 and Officers can now issue £400 Fixed Penalty Notices for larger amounts of dumping i.e. 2 or more bin bags of waste.

1.8 A number of new and business as usual proposals are planned for 2025/2026:

Marketing Plan for Dog Fouling

- A Responsible Dog Ownership Campaign is being progressed jointly with DAERA. In collaboration with the council's corporate communications team, a social media campaign is proposed to be released on a phased basis. It is the intention that the promotional materials are produced by DAERA and released concurrently by all NI councils.

1.9 Marketing Plan for General Environmental Crime

- In partnership with Keep Northern Ireland Beautiful (KNIB), the Council launched a media campaign to tackle littering which ran from 24 February to 09 March 2025. The media campaign Live Here Love Here - tackled litter and dog fouling through social media platforms, television and billboard posting at Belfast Road (Lambeg), Antrim Street (Lisburn) and Upper Newtownards Road (Dundonald).

1.10 Initiatives

- The Enforcement Officers continue to engage in education initiatives to tackle sources of complaints and educate the public in responsible dog ownership. The Senior Enforcement Officer continues to attend community group meetings and provides advice and relevant information, particularly in relation to dog fouling, for the community's social media pages and magazines.
- DEA projects - Dog Fouling has been identified in the DEA projects. The first DEA project, which has already been completed, is the provision of additional poo bag dispensers in Lough Moss Park, Billy Neill and Hillsborough Forest Park. These have been publicised on our social media platforms.
- A further DEA project, the 'Paint Means Poo' initiative commenced in 2021 in partnership with local community groups. 'Paint Means Poo' continues to be available to community groups and efforts will be made in 25/26 to identify further partners for this initiative, particularly in 'hot spot' areas. The initiative relies on dedicated and reliable community volunteers who can sign up to a four-week commitment.
- The Dog Control Schools' Education Programme, also a DEA project, has previously occurred, whereby Enforcement Officers are available to visit schools within the council area to encourage children to practice responsible dog ownership and provided advice on how to stay safe around dogs.
- The Dog Control Service continues to link into the BeeSafe Initiative and provide Primary 7 children within the LCCC area with advice on responsible dog ownership and safety around dogs. In 24/25, Enforcement Officers spoke to over 934 pupils from 21 schools in the Lisburn & Castlereagh Council area. An additional 700 pupils from 15 schools who were unable to attend the face-to-face event were provided with resources.
- Additional signposting has been erected to supplement and enhance the Dog Control Order signage in our larger parks, including Wallace Park, Moira Demesne, Lough Moss, Moat Park, Hydebank and Billy Neill. We will continue to supplement and enhance this where required.

- Promotion of 'Any Bin Will Do' in relation to disposing of dog poo bags is also continuing. Previously, stickers were placed on litterbins in hotspot areas, however since 2021, all new/replacement bins purchased by Waste Management indicate they are for litter and dog fouling. To date, 236 bins have been installed indicating 'LITTER & BAGGED DOG WASTE', and a further 70 will be installed by end of March 2026.
- Collaborative working with cleansing service to ensure the three active FIDO machines are deployed to areas most in need.
- Working in partnership with the NIEA to address fly tipping through a joint council and department protocol. The Council now has enhanced powers including the ability to increase fines from £80.00 to £400.00 for serious fly tipping offences. In 24/25, one Fixed Penalty Notice has been successfully issued in relation to a larger amount of dumping.
- Continuation of overt surveillance for known fly tipping "hotspots", working in collaboration with other agencies i.e. Belfast Hills, NIEA Keep Northern Ireland Beautiful.
- In February 2025, the Live Here Love Here Community Awards ceremony took place at Belfast City Hall and it is pleasing to note that the Lisburn and Castlereagh City Regional Champions Award Winner was Orchardville Volunteer Inclusion Project and the runner-up was Carryduff Regeneration Forum.
- The Small Grants Scheme 24/25 awarded funding to 9 projects in LCCC area. This is a scheme by KNIB that supports community groups, schools, not-for-profit organisations and unconstituted groups, to develop environmental improvement projects for the benefit of the wider community. The total amount of money award to the successful applicants was £12,887.51. Small Grants applications for 25/26 closed on 18 August 2025.
- In partnership with KNIB on 26 June 2025, Enforcement Officers successfully hosted a Connecting Community event to not only promote the Small Grants Scheme and Community Awards for 25/26 but also provide valuable networking opportunities for community groups to connect with other KNIB initiatives, such as Green Flag, Eco-Schools, and Carbon Literacy. The event was well received and attended by the community. Eco Schools continues to include litter as part of the learning stream.
- Continue with the present agreement with DfI around tackling small, localised graffiti, removing the immediate impact prior to final treatment by DfI. This includes offensive graffiti being sprayed over or removed by Enforcement Officers.

1.11

Enforcement

Officers will continue to utilise the powers available under the statute discharged to the council and operate in accordance with the council's Enforcement Policy. Members should note that environmental crime is widespread throughout councils, however detection is difficult.

1.12 Until May 2023, Armagh, Banbridge and Craigavon Borough Council (ABC) and Mid and East Antrim Borough Council (MEA) engaged a third-party environmental enforcement service on a pilot basis to help apprehend and prosecute those who flout the rules in relation to environmental offences. However, this arrangement came to an end with the third-party provider withdrawing its services in Northern Ireland. ABC has since undertaken a contract with a different third-party provider that commenced in November 2024 and MEA has not pursued this option again. Given the limited timeframe of operation of the newly appointed third-party provider in just one other council, conclusions around its effectiveness could not be determined at this time. Alongside this, the major issue as demonstrated by the statistics presented in this report, regarding general environmental crime is illegal dumping, therefore it is not recommended that further investigation of a contractor is warranted.

1.13 **Opportunities**

1.14 In addition to the ongoing initiatives previously referred to there is opportunity to:

- Re-engage members on a DEA/Party Group basis to ascertain key issues in the local areas and assist in defining the future direction of the enforcement section.
- Consider a change in operational arrangements to assist in the detection of environmental crime. To include officers having a more visual presence in known hot spots and progressing enforcement upon detection of offence in line with the council's enforcement policy.
- Continue to target hot spot areas concentrating our environmental crime initiatives in those areas and using social media as detailed in our marketing plan. Foot patrols are carried out in commercial areas to identify litter hotspots and engage with cleansing section and premises to improve sites and educate users.
- In recognition of the limitations/constraints within the council's enforcement policy, engage a refreshed educational programme within schools and colleges to be incorporated into the Eco schools programme to improve knowledge and understanding by the younger cohort of the population. This has secondary benefits with the potential reduction in cleansing required in these locations as further saving within the department.
- Through the consideration of the third-party Out of Hours Dog Warden Service and depending on the decision of council, the funding allocated for that service could be used to resource initiatives to address dog fouling and general environmental crime, particularly illegal dumping.

2.0 **Recommendation**

It is recommended that the committee note the report on environmental crime and agree the following:

- Engagement with Members on a DEA/Party Group basis to ascertain key issues in the local areas which will assist in defining the future direction of the enforcement section;
- Targeted enforcement of environmental crime in known hotspots; and

	<ul style="list-style-type: none">• Subject to outcome of discussions regarding funding currently allocated to the Out of Hours Dog Warden Service and the estimate setting process for 2026/27, consider the use of this £20k budget to resource additional targeted approach towards dog fouling and general environmental crime particularly illegal dumping.
3.0	<u>Finance and Resource Implications</u> As per agreed estimates for the 2025/26 financial year.
4.0	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>
4.1	Has an equality and good relations screening been carried out? No change to agreed policy.
4.2	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out No change to agreed policy.
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?
4.4	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.

Appendices:

Lisburn & Castlereagh City Council**Section 75 Equality and Good Relations Screening****Part 1. Information about the activity/policy/project being screened**

The purpose of this report is to update Members on the current service provision within Lisburn & Castlereagh City Council. It also provides additional information on the opportunities available within the current service provision and enhancement through further funding reallocated from the Out of Hours Dog Warden Service.

Name of the activity/policy/project

Environmental Crime

Is this activity/policy/project – an existing one, a revised one, a new one?

Increased education, encourage and enforcement to promote responsible dog ownership and tackle environmental crime.

What are the intended aims/outcomes the activity/policy/project is trying to achieve?

Reduction in dog fouling and general environmental crime requests for service.

Who is the activity/policy/project targeted at and who will benefit? Are there any expected benefits for specific Section 75 categories/groups from this activity/policy/project? If so, please explain.

The service is not targeted at any specific categories or groups who live in LCCC.

Who initiated or developed the activity/policy/project?

EHSU

Who owns and who implements the activity/policy/project?

LCCC

Are there any factors which could contribute to/detract from the intended aim/outcome of the activity/policy/project?

There are no known factors that could contribute to or detract from the service

Who are the internal and external stakeholders (actual or potential) that the activity/policy/project will impact upon? Delete if not applicable

All LCCC residents may be affected.

Other policies/strategies/plans with a bearing on this activity/policy/project

Name of policy/strategy/plan	Who owns or implements?

Available evidence

What evidence/information (qualitative and quantitative) have you gathered or considered to inform this activity/policy? Specify details for each Section 75 category.

None – as this service is operational and will not impact any Section 75 category.

Most up to date NISRA population data from Census 2021 (published 22/09/22) [Lisburn and Castlereagh Census Data](#)

Section 75 Category	Details of evidence/information
Religious Belief	N/A
Political Opinion	N/A
Racial Group	N/A
Age	N/A
Marital Status	N/A
Sexual Orientation	N/A
Men & Women Generally	N/A
Disability	N/A
People with and without Dependents	N/A

Needs, experiences and priorities

Taking into account the information referred to above, what are the different needs, experiences and priorities of each of the following categories, in relation to the particular activity/policy/decision? Specify details for each of the Section 75 categories:

Section 75 Category	Details of needs/experiences/priorities
Religious Belief	N/A
Political Opinion	N/A
Racial Group	N/A
Age	N/A
Marital Status	N/A
Sexual Orientation	N/A
Men & Women Generally	N/A
Disability	N/A

People with and without Dependants	N/A
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Part 2. Screening questions

1 What is the likely impact on equality of opportunity for those affected by this activity/policy, for each of the Section 75 equality categories?

Section 75 Category	Details of likely impact – will it be positive or negative? If none anticipated, say none	Level of impact - major or minor* - see guidance below
Religious Belief	None	
Political Opinion	None	
Racial Group	None	
Age	None	
Marital Status	None	
Sexual Orientation	None	
Men & Women Generally	None	
Disability	None	
People with and without Dependants	None	

* See Appendix 1 for details.

2(a) Are there opportunities to better promote equality of opportunity for people within the Section 75 equality categories?

Section 75 Category	IF Yes, provide details	If No, provide details
Religious Belief		No
Political Opinion		No
Racial Group		No
Age		No
Marital Status		No
Sexual Orientation		No
Men & Women Generally		No
Disability		No
People with and without Dependants		No

Equality Action Plan 2021-2025

Does the activity/policy/project being screened relate to an action in the Equality Action Plan 2021-2025? No

2(b) DDA Disability Duties (see Disability Action Plan 2021-2025)

Does this policy/activity present opportunities to contribute to the actions in our Disability Action Plan:

- to promote positive attitudes towards disabled people?
- to encourage the participation of disabled people in public life?

No

3 To what extent is the activity/policy/project likely to impact on good relations between people of different religious belief, political opinion or racial group?

Good Relations Category	Details of likely impact. Will it be positive or negative? [if no specific impact identified, say none]	Level of impact – minor/major*
Religious Belief	None	
Political Opinion	None	
Racial Group	None	

*See Appendix 1 for details.

4 Are there opportunities to better promote good relations between people of different religious belief, political opinion or racial group?

Good Relations Category	IF Yes, provide details	If No, provide details
Religious Belief		No
Political Opinion		No
Racial Group		No

Multiple identity

Provide details of any data on the impact of the activity/policy/project on people with multiple identities. Specify relevant Section 75 categories concerned.

N/A

Part 3. Screening decision/outcome

Equality and good relations screening is used to identify whether there is a need to carry out a **full equality impact assessment** on a proposed policy or project. There are 3 possible outcomes:

- 1) **Screen out** - no need for a full equality impact assessment and no mitigations required because no relevance to equality, no negative impacts identified or only very minor positive impacts for all groups. This may be the case for a purely technical policy for example.
- 2) **Screen out with mitigation** - no need for a full equality impact assessment but some minor potential impacts or opportunities to better promote equality and/or good relations identified, so mitigations appropriate. Much of our activity will probably fall into this category.
- 3) **Screen in for full equality impact assessment** – potential for significant and/or potentially negative impact identified for one or more groups so proposal requires a more detailed impact assessment. [See Equality Commission guidance on justifying a screening decision.]

Choose only one of these and provide reasons for your decision and ensure evidence is noted/referenced for any decision reached.

Screening Decision/Outcome	Reasons/Evidence
Option 1 Screen out – no equality impact assessment and no mitigation required [go to Monitoring section]	No equality impact associated with the options put forward. This service is operational and will not impact any Section 75 category.
Option 2 Screen out with mitigation – some potential impacts identified but they can be addressed with appropriate mitigation or some opportunities to better promote equality and/or good relations identified [complete mitigation section below]	
Option 3 Screen in for a full Equality Impact Assessment (EQIA) [If option 3, complete timetabling and prioritising section below]	

Mitigation (Only relevant to Option 2)

Can the activity/policy/project plan be amended or an alternative activity/policy introduced to better promote equality of opportunity and/or good relations?

No

If so, give the **reasons** to support your decision, together with the proposed changes/amendments or alternative activity/policy and ensure the mitigations are included in a revised/updated policy or plan.

Timetabling and prioritising for full EQIA (only relevant to Option 3)

If the activity/policy has been '**screened in**' for full equality impact assessment, give details of any factors to be considered and the next steps for progressing the EQIA, including a proposed timetable.

Is the activity/policy affected by timetables established by other relevant public authorities?

Yes/No. If yes, please provide details.

Part 4. Monitoring

Public authorities should consider the guidance contained in the Commission's Monitoring Guidance for Use by Public Authorities (July 2007).

Effective monitoring will help a public authority identify any future adverse impact arising from the activity/policy which may lead the public authority to conduct an equality impact assessment, as well as help with future planning and activity/policy development.

What will be monitored and how? What specific equality monitoring will be done? Who will undertake and sign-off the monitoring of this activity/policy and on what frequency?

Please give details:

All action taken will be reported to Council.

Part 5 - Approval and authorisation

	Position/Job Title	Date
Screened by: Vicky Elliott	Env Manager	07/08/25
Reviewed by: Annie Wilson	Equality Officer	12/08/25
Approved by: <i>Angela McCann</i>	Director, Environmental Services	17/12/25

Note: On completion of the screening exercise, a copy of the completed Screening Report should be:

- approved and 'signed off' by a senior manager responsible for the activity/policy
- included with Committee reports, as appropriate
- sent to the Equality Officer for the quarterly screening report to consultees, internal reporting and publishing on the LCCC website
- shared with relevant colleagues
- made available to the public on request.
-

Evidence and documents referenced in the screening report should also be available if requested.

Appendix 1 – Equality Commission guidance on equality impact

*Major impact:

- a) The policy/project is significant in terms of its strategic importance;
- b) Potential equality matters are unknown, because, for example, there is insufficient data upon which to make an assessment or because they are complex, and it would be appropriate to conduct an equality impact assessment in order to better assess them;
- c) Potential equality and/or good relations impacts are likely to be adverse or are likely to be experienced disproportionately by groups of people including those who are marginalised or disadvantaged;
- d) Further assessment offers a valuable way to examine the evidence and develop recommendations in respect of a policy about which there are concerns amongst affected individuals and representative groups, for example in respect of multiple identities;
- e) The policy is likely to be challenged by way of judicial review;
- f) The policy is significant in terms of expenditure.

Minor impact

- a) The policy is not unlawfully discriminatory and any residual potential impacts on people are judged to be negligible;
- b) The policy, or certain proposals within it, are potentially unlawfully discriminatory, but this possibility can readily and easily be eliminated by making appropriate changes to the policy or by adopting appropriate mitigating measures;

- c) Any asymmetrical equality impacts caused by the policy are intentional because they are specifically designed to promote equality of opportunity for particular groups of disadvantaged people;
- d) By amending the policy there are better opportunities to better promote equality of opportunity and/or good relations.

No impact (none)

- a) The policy has no relevance to equality of opportunity or good relations;
- b) The policy is purely technical in nature and will have no bearing in terms of its likely impact on equality of opportunity or good relations for people within the equality and good relations categories.



Appendix I - Rural Needs Impact Assessment (RNIA) Template

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

1A. Name of Public Authority.

Lisburn & Castlereagh City Council

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

Environmental Crime

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

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

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

E & S Committee report – 3 September 2025

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

The purpose of this report is to update Members on the current service provision within Lisburn & Castlereagh City Council. It also provides additional information on the opportunities available within the current service provision and enhancement through further funding reallocated from the Out of Hours Dog Warden Service.

1F. What definition of 'rural' is the Public Authority using in respect of the Policy, Strategy, Plan or Public Service?

Population Settlements of less than 5,000 (Default definition). X

Other Definition (Provide details and the rationale below).

A definition of 'rural' is not applicable.

Details of alternative definition of 'rural' used.

Rationale for using alternative definition of 'rural'.

Reasons why a definition of 'rural' is not applicable.

Continued from page 3.

SECTION 2 - Understanding the impact of the Policy, Strategy, Plan or Public Service

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

Yes

No

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

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

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

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

Rural Businesses	<input type="checkbox"/>
Rural Tourism	<input type="checkbox"/>
Rural Housing	<input type="checkbox"/>
Jobs or Employment in Rural Areas	<input type="checkbox"/>
Education or Training in Rural Areas	<input type="checkbox"/>
Broadband or Mobile Communications in Rural Areas	<input type="checkbox"/>
Transport Services or Infrastructure in Rural Areas	<input type="checkbox"/>
Health or Social Care Services in Rural Areas	<input type="checkbox"/>
Poverty in Rural Areas	<input type="checkbox"/>
Deprivation in Rural Areas	<input type="checkbox"/>
Rural Crime or Community Safety	<input type="checkbox"/>
Rural Development	<input type="checkbox"/>
Agri-Environment	<input type="checkbox"/>
Other (Please state)	<input type="text"/>

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

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

Dog fouling and environmental crime is an issue throughout the LCCC area and not specific to rural areas. Any initiative relating to 'hot spot' areas will be evidence based.

SECTION 3 - Identifying the Social and Economic Needs of Persons in Rural Areas

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

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

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

Consultation with Rural Stakeholders

Published Statistics

Consultation with Other Organisations

Research Papers

Surveys or Questionnaires

Other Publications

Other Methods or Information Sources (include details in Question 3C below).

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

**A Guide to the Rural Needs Act (NI) 2016 for Public Authorities
(Revised) April 2018**

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

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

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

Dog fouling and environmental crime is an issue throughout the LCCC area and not specific to rural areas. Any initiative relating to 'hot spot' areas will be evidence based.

SECTION 4 - Considering the Social and Economic Needs of Persons in Rural Areas

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

Dog fouling and environmental crime is an issue throughout the LCCC area and not specific to rural areas. Any initiative relating to 'hot spot' areas will be evidence based.

SECTION 5 - Influencing the Policy, Strategy, Plan or Public Service

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

Yes

No

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

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

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

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

As detailed above, dog fouling and environmental crime is an issue throughout the LCCC area and not specific to rural areas. Any initiative relating to 'hot spot' areas will be evidence based.

SECTION 6 - Documenting and Recording

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

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

Rural Needs Impact Assessment undertaken by:	Vicky Elliott
Position/Grade:	Env Health Manager (Acting)
Division/Branch:	Lisburn and Castlereagh City Council
Signature:	
Date:	07/08/25
Rural Needs Impact Assessment approved by:	Annie Wilson
Position/Grade:	Equality Officer
Division/Branch:	Lisburn and Castlereagh City Council
Signature:	
Date:	12/08/25

Committee:	Environment & Sustainability Committee
Date:	7 January 2026
Report from:	Head of Service - Environmental Health, Risk & Emergency Planning

Item for:	Noting
Subject:	Update on the Landlord Registration Scheme NI Transfer to LCCC

1.0 Background and Key Issues

- 1.1 In March 2023, the Committee agreed that Lisburn and Castlereagh City Council would act as the host council for the transfer of the Landlord Registration Scheme and an update on this transfer was provided to the committee in February 2025.
- 1.2 The scheme was transferred from the Department for Communities on 1 March 2025 with the website and registration portal 'going live' on 3 March.
- 1.3 The Landlord Registration Scheme NI is a regional service and does not solely represent Lisburn & Castlereagh City Council. It is a statutory requirement for all landlords to register with the Scheme. The Landlord Registration Scheme team is independent from the enforcement functions of the council's Environmental Health, Risk & Emergency Planning team.
- 1.4 The Landlord Registration Scheme is fully funded through the income generated by the registration fee and does not have any impact on any council's rates or budgets. This includes staff salaries.

1.5 Update on Implementation from March 2025

The focus of the Landlord Registration team has been to provide an easy-to-use registration and renewal platform for all users that captures all required legislative information, provide information and advice to landlords and explore initiatives to increase compliance with the Scheme. Some approaches used to achieve this have included:

- i. The registration and renewal portal directs users to supply all required information in the correct format by insisting on data validation. This includes a post code finder and each email address being confirmed using a code before registration can be progressed.
- ii. A dedicated website that is compliant with the Website Content Accessibility Guidelines to 2.2AA standard (required of all public sector websites by law) that provides tailored information to landlords in Northern Ireland and can signpost landlords to the support services offered to registered landlords for free.
- iii. Direct lines of communication available between the Landlord Registration team and landlords, tenants and agencies to receive feedback, which previously did not exist.
- iv. Developing relationships with other councils, the NI Housing Executive and other authorised officers as defined in the legislation, to increase knowledge and find new outlets to promote the need to register with the Scheme.

1.6 As with any IT asset, work to further improve the system will be required throughout its lifetime to ensure it meets with the needs of customers, ensure data protection and to keep on pace with advances in technology and industry standards. This will be fully funded through the registration fee, however, to meet with the council's governance processes a report and updated business case will come to the committee in due course.

1.7 **Statistics**

1.8 The Department for Communities (DfC) transferred data to LCCC on 28 February 2025. Since the 'go live' date in March, there have been 2,911 new registrations with the Scheme. These new registrations account for 7% of total landlords.

1.9 In addition to this, the balance of the registration fee at February 2025 was transferred with the functions of the Scheme and will be used as it becomes established. A grant allocation provided by DfC will be used in connection with regulation reform and pilot schemes with other councils to increase compliance and promote the scheme.

1.10 **Next Steps**

1.11 As a regional service, governance arrangements are being formalised with all councils.

1.12 As the Landlord Registration team is a new unit with the LCCC structure, work is ongoing to develop appropriate processes when providing this service to landlords across NI, develop a sound legal basis for all advice provided whilst ensuring complete compliance with relevant regulations and adherence to good governance procedures.

1.13 Promotion of the Scheme through work with local councils, community agencies and a marketing campaign is planned within the next six months.

1.14 A report on the Landlord Registration Scheme NI will be provided to all councils on a regular basis, with the report coming before this committee in the first instance.

2.0 **Recommendation**

It is recommended that the committee:

- note this update report on the implementation of the Landlord Registration Scheme NI and its transfer to this council.

3.0 **Finance and Resource Implications**

There is no financial implication to the Council. All staffing and contracts are funded through the registration fee.

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

Has an equality and good relations screening been carried out?

N/A – Update report only

Brief summary of the key issues identified and proposed mitigating actions or rationale why the screening was not carried out.

Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A – Update report only	66
Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.		

Appendices:	None
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Committee:	Environment and Sustainability
Date:	7 January 2025
Report from:	Head of Service - Waste Management & Operations

Item for:	Decision
Subject:	Eco Schools Request for Financial Support 2026/27

1.0 Background and Key Issues

1.1 Lisburn & Castlereagh City Council provides annual funding to Keep Northern Ireland Beautiful (KNIB) for two specific programmes. These include the Live Here Love Here Programme (£20,000 with proposed increase to £25,000 in 2026/27) and the Eco Schools Programme which has varied in amount dependent on the option selected from £7,000 to £11,000.

1.2 The Eco-Schools Programme encourages young people to think about litter, waste and recycling, energy saving, water conservation, transport, biodiversity and the natural environment to make positive choices for a better future.

1.3 A letter as attached at **Appendix 1 W&OS** has been received, requesting further support for the Eco-Schools Programme in 2026/2027. In the letter KNIB presents two potential funding options as follows:

Option 1 - £11,400
Option 2 - £3,100

1.4 The key difference between the two options is the first one includes delivery of the 'Wheelie Big Challenge' as well as providing schools access to a KNIB field officer.

1.5 The Wheelie Big Challenge has been delivered in LCCC schools for three years and is currently further progressing in the 2025/26 academic year.

Academic Year	Workshops delivered	Schools participating in challenge
2022/23	20	5
2023/24	24	3
2024/25	20	5
2025/26	7 (further 6 currently scheduled)	TBC

1.6 KNIB believes that it will deliver the Wheelie Big Challenge workshop to a total of 20 schools this year, however as the figures illustrate, participation in the competition has remained low.

1.7	<u>Annual Awards Ceremony</u>	
1.8	KNIB has also requested that in addition to this financial support, council fund the annual awards ceremony which recognises achievements of schools participating in the Eco Schools Programme. There are two potential options proposed as follows: Option 1 - £4,170 (all ceremony organisation and hosting costs covered by KNIB). Option 2 - £2,085 (council to organise venue and catering with estimated additional cost of £1,500 - £2,000).	
1.9	Given the level of financial support already provided to Eco Schools by council, pressures on budgets and low participation rates in the Wheelie Big Challenge, it is recommended that the committee selects the following funding options under each of the two requests: <ul style="list-style-type: none">• Eco Schools Programme: Option 2 costing £3,100; and• Annual Awards Ceremony: Option 1 costing £4,170.	
1.10	Additional information providing updates on the Eco Schools Programme for the 2024/25 academic year is also attached in the Appendices 2 W&OS to 5 W&OS .	
1.11	<u>Future Progress</u>	
1.12	It is acknowledged that there is merit in working with KNIB in its overall endeavours which reflect priorities contained within the councils Corporate and Community Plan. To achieve greater levels of engagement with our local schools and maximise the outputs/outcomes which can be achieved for this council area, it is proposed that the Waste & Operational Services team work to embed this work through the community planning framework. This will test how a refreshed approach can be progressed in partnership with schools and other partners during the next financial year.	
2.0	<u>Recommendation</u>	
	It is recommended that the committee agrees: <ul style="list-style-type: none">• KNIB is provided with funding totalling £7,270 to support the Eco Schools Programme and Awards Ceremony in 2026/27; and• a community planning approach to develop enhanced levels of engagement in this area of work to maximise outputs/outcomes for the council area.	
3.0	<u>Finance and Resource Implications</u>	
	Provision for this expenditure has been made in the 2026/27 estimates - £7,270	
4.0	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>	
4.1	Has an equality and good relations screening been carried out?	No
4.2	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out	

	Request for financial support for a programme open to all schools within the Council area.	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	No
4.4	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out. Request for financial support for a programme open to all schools within the Council area.	

Appendices:	Appendix 1 W&OS - Eco Schools Support Request 26/27 Letter Appendix 2 W&OS - Wheelie Bin Challenge Information Appendix 3 W&OS - Council Awards Summary 24/25 Appendix 4 W&OS - LCCC Impact Card 2024/25 Appendix 5 W&OS - Eco Schools Facts and Figures
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Lisburn and Castlereagh City Council
 Island Civic Centre
 Lagan Valley Island
 BT27 4RL

17 October 2025

Dear Council and Eco-Schools Partner,

Request for support for the Eco-Schools Programme in 2026/27

With your help Northern Ireland has become the second country globally to reach 50% of schools accredited as Eco-Schools.

This achievement emphasises the importance of Eco-Schools and its established role in providing high quality environmental education in Northern Ireland. Educating young people about environmental issues, empowering them to make informed choices and take positive action is more important than ever.

Your generous support remains vital to maintaining the staff and programme costs needed to build upon Eco-Schools' current levels of success. The need to renew Green Flag status every two years means ongoing support to schools is an important part of the Eco-School journey. We are also grateful for your consideration about how you can provide additional support to provide an annual award event to take place, celebrating the many achievements Eco-Schools facilitates.

Moving forward, we will be refocusing our efforts to support teachers, making it as easy as possible for them to access high quality environmental education resources linked to the curriculum. Through [myEARTH](#) teachers, school staff, and pupils can explore a wide range of opportunities while enjoying an easy-to-use online platform for recording and sharing their Eco-School journeys.

Eco-Schools Report

Along with this letter we attach the annual Eco-Schools report for the 2024-25 academic year and Eco-School impact card.

Alongside the core Eco-Schools team, we continue to provide Field Officer support to the schools in your area. This on the ground presence means direct support to schools in the form of workshops, practical advice and support in person and in online sessions.

As a result, in June 2025, 54% of schools in the Lisburn and Castlereagh City Council area have achieved Green Flag status. This is a notable increase from 46% in June 2024. We believe the most significant contributor to this strong performance is direct Field Officer engagement, supplemented by the presence of the Eco Schools team.

We are delighted that your council now has three Ambassador Schools. This is another result of our team's direct engagement. Ambassador Eco-Schools are flagship schools driving their

environmental message further into the community and mentoring other schools in their area.

We are incredibly grateful to you for selecting our higher tier level of support for Eco-Schools. As you know, this results in enhanced Eco-Schools Team and Field Officer support, in particular, through the Wheelie Big Challenge workshops.

Based on our recent senior engagement with all councils in Northern Ireland, we are committed to developing our service to all councils who select Option 1 support for Eco-Schools. This year, we are therefore offering you the opportunity to directly engage with our Eco-Schools team at the start of the academic year, to discuss how we can best tailor Eco-Schools support in your council area.

This may mean delivery of Wheelie Big Challenge and its 20 workshops delivered direct to schools in your area. Wheelie Big Challenge has proven to be a highly successful vehicle for encouraging schools to participate in the Eco-Schools programme.

Or, if you have ideas about how we can provide more specific Eco-Schools support to schools, teachers and pupils in your area, we will work with you to develop that.

We invite you to review the following 2 options and take note of the awards ceremony plans for next year. [Please refer to the Matrix Grid below to compare options.](#)

All amounts are exclusive of VAT.

Eco-Schools June September 2025 to June 2026 Academic Year

Option 1: Enhanced Eco-Schools Engagement

Support of the Eco-Schools Programme at a cost of **£11,400**. As well as covering all core costs, this option means we will engage you directly about how Eco-Schools support will be delivered in your council area. This may mean delivery of Wheelie Big Challenge or other bespoke support. This option equates to an investment of approximately **56 pence per pupil** in your council area.

Option 2: Core Eco-Schools

Support of the Eco-Schools Programme at a cost of **£3,100** would equate to an investment of approximately **15 pence per pupil** in your council area.

Additional Eco-Schools Award Ceremony

After the success of our Eco-School Awards in 2025 we hope you will support the next annual ceremony in 2026. We are keen work with you to deliver an event showcasing and celebrating the achievements of pupils and schools. We present two event options.

Event Option A: Full delivery of the 2026 Awards event: £4,170

Organisation and promotion of Eco-School's Award Ceremony Invitations, rsvp, dietary requirements, comms	£885
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Eco-Schools Northern Ireland is operated by Keep Northern Ireland Beautiful and supported by the Department of Agriculture, Environment and Rural Affairs

Venue, Catering and refreshments	£2085
Photographer/videographer	£625
Guest speaker	£150
Staffing	£425

Or

Event Option B: £2,085 plus your council organises the venue and catering.

To help you select your option please see the attached Eco-Schools Support Request Form. I would be very grateful if you could provide the necessary Purchase Order number by the end of January 2026 to ensure we can deliver the full benefits of the programme during the whole academic year.

If you have any questions or require any further information, please do not hesitate to contact me or the Eco Schools Team, details listed below. I am happy to facilitate a meeting with councillors or council staff to the programme's impact and the options.

We look forward to continuing our Eco-Schools partnership.

Yours Sincerely

Steve McCready

Steve McCready

Head of Operations

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David Scott

Eco-Schools Coordinator

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Matrix for Council's Eco-Schools Support options

Deliverable	Option 1	Option 2
Participation in this prestigious international environmental education programme. Being part of Eco-Schools, headed by the Foundation for Environmental Education, one of the world's largest Education for Sustainable Development (ESD) organisations, with over 100 members active in 79 countries around the world.	X	X
Enhanced Eco-Schools and Field Officer support in your council area , providing more on the ground support to schools. We will engage you directly about how to achieve your Eco-School goals. This may include Wheelie Big Challenge, but we will also work with you about what Eco-Schools support means specific to your area.	X	
Wheelie Big Challenge: <ul style="list-style-type: none"> Delivery of our successful schools' workshop programme, and project specific PR Workshops/webinars and teacher support Administering competition entries and organise invitations to the final award event Activities contribute to successful Eco-Schools applications An end of project report to be included with your Eco-Schools report in July 		
Provision of annual Green Flag assessments and flags for successful schools.	X	X
Our commitment to your Council's support for young people's environmental education and leadership development.	X	X
Regular Eco-Schools updates to all schools in your council area.	X	X
Direct Support assisting schools' access to Eco-Schools resources and applications on myEARTH NI the new online platform supporting all Eco-Schools activity.	X	X
Support councils in educating and raising awareness on litter, waste and avoidable single use plastics, contributing to achieving council delivery of their waste and litter prevention programmes and landfill reduction targets.	X	X
Top tier promotion of your council campaigns and activities every month through our communication channels: <ul style="list-style-type: none"> through the monthly Eco-Schools newsletter Sharing relevant social media posts through Keep Northern Ireland Beautiful social media channels Enhanced levels of support promoting council initiatives and activities on myEARTH Signposting schools to relevant council contacts on the Eco-Schools website (www.eco-schoolsni.org) 	X	
Opportunity to promote campaigns, events and activities in the monthly Eco-Schools newsletter. Posts and article must be provided in full.		X
Organisation of 1 Cluster Group meeting and 1 Green Flag Clinic for teachers in the council area, building relations with teachers and providing platform for your council to promote your own projects.	X	X
Development of the Ambassador Eco-School network in your Council area - Ambassador Eco-Schools are flagship schools driving their environmental message further into the community and mentoring other schools in their area.	X	X
Providing reports and statistics on schools in your Council area about the Eco-Schools programme. Annual report to supporting councils.	X	X

Eco-Schools Northern Ireland is operated by Keep Northern Ireland Beautiful and supported by the Department of Agriculture, Environment and Rural Affairs



Eco-Schools 'Wheelie Big Challenge' Proposal 2026/27



The Wheelie Big Challenge is a waste reduction and recycling project that encourages schools to audit their waste streams and implement practical actions to reduce landfill waste. The Challenge supports the Eco-Schools Waste topic and helps schools progress towards their Green Flag Award, focusing on the 6 R's – Rethink, Refuse, Reuse, Reduce, Repair, and Recycle.

Schools receive a classroom workshops from the Eco-Schools Team. They then complete a waste audit, implement improvement actions, and record their data on the MyEarth platform to support their Green Flag application.

Schools submit their completed actions as a competition entry, with shortlisted schools recognised at a final celebration event. The initiative has been successfully delivered across several Council areas and has significantly supported schools in achieving Green Flag accreditation.



Our Role: Keep Northern Ireland Beautiful (KNIB) will:

- Recruit schools through Eco-Coordinators
- Manage project communications
- Provide the school with a workshop and ongoing support
- Ensure data collection and upload to the MyEarth platform
- Manage competition entries and organise the final event

Benefits to the Council

- Association with a high-profile environmental education programme
- Improved recycling and waste management in schools
- Education on resource efficiency, aligning with the NI Waste Strategy and promoting waste as a resource within a circular economy
- Council-specific waste workshops
- Reduced litter in and around school communities
- Opportunity to re-engage lapsed Eco-Schools and support new Green Flag achievements
- Increased percentage of schools achieving Green Flags
- Positive PR from the final celebration and awards event



Timeline for the Wheelie Big Challenge in 2026/27.

Month	Activity
July	Adapt/create resources – train and advise team of changes
August	Agree deliverables and levels of engagement



September	Launch campaign and recruit schools
Oct - April	Schools engage in Eco-Schools workshops, complete their first waste audit and put waste actions in place. Schools continue to promote their campaign and record their waste actions
March/April	Schools complete their second waste audit and submit their results to Eco-Schools
May	Submit results in May
June	Eco-Schools invite winning schools to attend the Green Flag celebration event.



Council Data and Awards Summary (September 2024 – June 2025)
Lisburn and Castlereagh City Council

Council Data

Number of Teacher Meetings	22
Waste Pollution Solution Workshops (Fast Fashion & Climate Campaigning)	4
Wheelie Big Challenge Workshops	20
Schools Registered for Litter Less Campaign	0
Total current Green Flag Schools	31
Total current Green Flag Schools (%)	54%
Schools Awarded (June 2025)	20

Special Awards

Category	School(s)
Eco School of the Year	Knockmore Primary School
Eco Pupil of the Year	Carryduff Primary School
Eco Teacher of the Year	St Joseph's Primary School
WBC 1st Place	Harmony Hill Primary School
WBC 2nd Place	Ballymacrickett Primary School
WBC 3rd Place	Riverdale Primary School
Ambassador Schools	McKinney Primary School St Ita's Primary School Carr Primary School
Young Reporters for the Environment Photo Story First Place	Wallace High School

Academic Year September 2024 - June 2025

31 schools with current Green Flags (54%)



11,044 pupils reached in schools with active green flags



57 Number of schools registered in council area

20,446
Total number of pupils in council area

87% schools retained their 2023 green flag

Ambassador Schools

- St Ita's Primary School (new 2018/19)
- McKinney Primary School (new 2024/25)
- Carr Primary School (new 2023/24)

7 teachers attended the Cluster Group Meeting

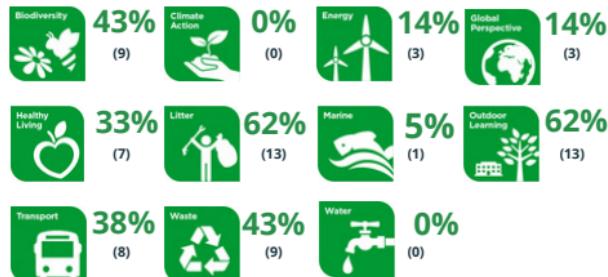
24 Workshops delivered

22 Teacher support meetings took place

3 Special Awards Received

- Eco-School of the Year – Knockmore Primary School
- Eco Pupil of the Year – Kyle Magill, Carryduff Primary School
- Eco Teacher of the Year – Lena Law, St Joseph's Primary School

78 Topic choice in this year's Green Flag Applications

**Financial support to schools through project funding**

Project name	Schools	Funding
YRE	The Wallace High School	£50
Wheelie Big Challenge	3rd Prize Riverdale Primary School 2nd Prize Ballymacrickett Primary School 1st Prize Harmony Hill Primary School	£200 £300 £500



ECO-SCHOOLS: added value

1. Regular email updates with 100% of schools in your council area



2. In person and online workshops available to help engage dormant schools:

- Tackling Fast Fashion
- Climate Campaigning
- Wheelee Big Challenge
- Young Reporters for the Environment
- Cluster Group Meetings
- Action Plan Clinics
- Application Clinics
- Teacher Resource Training Clinics

3. Financial Incentives for schools participating:

Up to **£100** for the Wrigley Litter Less Challenge

Up to **£100** for Young Reporters for the Environment



Up to **£500 & a laptop** in our NIHE School's Energy Competition

Up to **£500** in Wheelee Big Challenge Competition

Plus many other opportunities:

Radius Housing projects, grants etc.

4. Teacher resources across all Key stages



5. A team of dedicated **Field Officers** out on the ground supporting schools through the Eco-Schools programme



6. Online **webinars** and **training** sessions to help teachers and delivery partners effectively lead and deliver our programme.

7. 5.2K+ follow growing on Facebook

79



8. Individual Council Eco-School's Award Ceremonies



9. Carbon Literacy Training for teachers

Carbon Literacy Programmes





ECO-SCHOOLS: FACTS & FIGURES



1,225
Schools



21,803
Teachers



354,780
Young People



80

The world's
largest pupil led
environmental
education programme in:

79 countries with
20 million+
pupils in
60,000+
schools



11 topics

- Biodiversity
- Climate Action
- Energy
- Global Partnership
- Healthy Living
- Litter
- Marine
- Outdoor Learning
- Transport
- Waste
- Water



2,618
total Green Flags
to date

50%

schools in NI with an
active Green Flag.
5 years ahead of
UNESCO target!



Councils support
Eco-Schools in NI.

561

'live' green
flags

48

delivery
partners work
together



www.eco-schoolsni.org



152,700

RESOURCE
DOWNLOADS



5.2K+



FOLLOWERS

85%

increased student
leadership on issues



66%

Schools felt being
involved in Eco-School's had a posi
tive impact on their ETI Inspection rat



81

87%

of schools feel it
positively impacts
children's physical
health



1520

Bags of litter
collected



93%

Improvement in overall
wellbeing of children as a
result of the Eco-School's
Programme

Eco-Schools: impact measurements 2024-25

11,552

sustainable
journeys
made



55%

schools studying
Biodiversity.
Increase of 4 schools
• up to 168 schools



55%

schools studying
Healthy Living.
Increase of 29 schools
• up to 155 schools



212,034 Kg

total saving
of CO2
recorded



90%

of schools feel it
positively
impacts children's
mental health



51%

schools studying
Waste. Increase of
13 schools
• up to 157 schools



53%

increase in
knowledge of
climate change



These figures are drawn from results submitted by schools to the Eco-Schools Data Zone in 2024/25 and are calculated on the basis that every school/pupil in Northern Ireland return the same results as submitted in the Data Zone in 2024/25

Committee:	Environment & Sustainability
Date:	7 January 2026
Report from:	Head of Service - Waste and Operational Services

CONFIDENTIAL REPORT

Reason why the report is confidential:	Local Government Act (NI) 2014 Schedule 6 – Access to Information: Exemption information Information relating to the financial or business affairs of any particular person (including the Council holding that information).
When will the report become available:	
When will a redacted report become available:	Following ratification by council in January 2026
The report will never become available:	

Item for:	Decision
Subject:	2026/27 Packaging Extended Producer Responsibility (pEPR) Update

1.0 **Background and Key Issues**

1.1 In January 2025 Members were updated that Lisburn & Castlereagh City Council would receive payments from Packaging Extended Producer Responsibility (pEPR) to offset against costs incurred with the collection and disposal of collected packaging materials.

1.2 In July 2025 Council received a Notice of Assessment letter from Pack UK stating that the payment for Lisburn Castlereagh in the 2025/26 financial year would be
[REDACTED]

1.3 On 5 December 2025 Council received notification of the intended payment for the next year 2026/27 of [REDACTED] This represents an expected increase of [REDACTED] from this year's payment.

1.4 The payments will be received quarterly over the course of the year.
Year 2 expected quarterly payment schedule



1.5 The legal purpose of the funding is to cover chargeable disposal costs as defined in the Producer Responsibility Obligations (Packaging and Packaging Waste) Regulations

	<p>2024. Payments cover the net efficient costs associated with the disposal of household packaging waste from kerbside collections, household recycling centres and bring facilities. It does not cover drinks containers made from any material other than glass. Also excluded from the payments are; waste from non-domestic properties, binned and littered waste, business waste and packaging collected from food and garden waste.</p> <p>1.6 PackUK has modelled the net efficient costs incurred by each local authority for the management of its household packaging waste using the Local Authority Packaging Cost and Performance (LAPCAP) model in order to determine the payment being made to each council.</p> <p>1.7 PackUK can deduct payments by up to 20% for councils failing to provide an effective waste management service and not making reasonable improvements to their service. Pack UK and DAERA have both stated that pEPR payments should only be used to improve the efficiency and effectiveness of recycling collections.</p> <p>1.8 In January 2025, council agreed payment from 2025/26 to be used as a contribution to revenue budgets associated with recycling disposal costs [REDACTED]. Further approvals are in place for purchasing of new RCVs for the kerbside collection of recyclables and the balance reserved to assist with costs associated with the redevelopment of the Carryduff Household Recycling Centre (HRC).</p> <p>1.9 For the 2026/27 revenue estimates, a similar provision has been made from the Year 2 allocation, with a [REDACTED] contribution to revenue budgets associated with recycling costs being applied.</p> <p>1.10 At the December ESC meeting, the committee approved the use of [REDACTED] of the 2026/27 pEPR money to be retained for the Carryduff HRC redevelopment to meet the anticipated project costs associated with recycling.</p> <p>1.11 Lisburn Castlereagh's recycling rate for 2024/25 is 50.8%. This is a slight decrease on the previous year (51.3%) and falls short of the target set by The Waste (Circular Economy) (Amendment) Regulations (Northern Ireland) 2020 of 60% municipal recycling by 2030.</p>
2.0	<p><u>Recommendation</u></p> <p>It is recommended that the committee:</p> <ul style="list-style-type: none"> • note the updated payment value to be received through pEPR in 2026/27; • agree to contribute [REDACTED] to 2026/27 revenue budgets to support uplift in waste management costs, specifically those associated with recycling disposal; and • agree to allocate the remaining balance to the Waste Fund for allocation in accordance with the terms and conditions of the pEPR Scheme.
3.0	<p><u>Finance and Resource Implications</u></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
4.0	<p><u>Equality/Good Relations and Rural Needs Impact Assessments</u></p>

4.1	Has an equality and good relations screening been carried out?	No
4.2	<p>Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out</p> <p>Financial support being provided to Council through UK wide pEPR payment programme.</p>	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	No
4.4	<p>Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.</p> <p>Financial support being provided to Council through UK wide pEPR payment programme.</p>	

Appendices: 

Committee:	Environment & Sustainability Committee
Date:	07 January 2026
Report from:	Head of Service - Waste and Operational Services

CONFIDENTIAL REPORT

Reason why the report is confidential:	The Local Government Act (Northern Ireland) 2014 Schedule 6: Part 1 Description of Exempt Information, Number 3 Information relating to the financial or business affairs of any particular person (including the Council holding that information).
When will the report become available:	
When will a redacted report become available:	Following council approval at the end of January 2026
The report will never become available:	n/a

Item for:	Decision
Subject:	Evaluation & Award criteria in the Tender for the Collection, Transportation and Recovery of Waste Wood from Council Household Recycling Centres

1.0	<u>Background and Key Issues</u>
1.1	The tender referred to in this report is for the collection, transportation and recovery of waste wood from council Household Recycling Centres (HRCs). The service diverts waste wood from the residual waste stream for energy recovery. The tender is for a renewable contract.
1.2	The current contract ends on 31 October 2026, with a new contract required to be in place from 1 November 2026. The purpose of the report is to seek approval for the evaluation and award criteria that will be used in the tender documents and for evaluating tender submissions. In line with similar waste contracts, it is proposed that the evaluation and award criteria is based on cost 100%.
2.0	<u>Recommendation</u> It is recommended that the committee: <ul style="list-style-type: none">• approve the evaluation and award criteria as outlined in the report for the tender for the collection, transportation and recovery of waste wood from council Household Recycling Centres.
3.0	<u>Finance and Resource Implications</u>

	The indicative contract period will be for 5 years with an estimated whole life value of [REDACTED] the expenditure being met through revenue budgets.	
4.0	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>	
4.1	Has an equality and good relations screening been carried out?	No
4.2	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out Procured in line with public procurement processes.	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	No
4.4	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out. Procured in line with public procurement processes.	

Appendices:	None
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