



October 1st, 2026

Chairperson: Alderman S Skillen

Vice-Chairperson: Councillor N Parker

Aldermen: J Baird, M Gregg

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

Ex Officio:

The Right Worshipful the Mayor, Councillor B Higginson

Deputy Mayor, Alderman A McIntyre

Notice Of Meeting

A meeting of the Environment and Sustainability Committee will be held on **Wednesday, 7th October 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)

3.0 Report by the Director of Environmental Services

3.1 Part A: Off Street Car Parking (OSCP) Update - Part B: Evaluation of Free Carparking Initiative during December and January and proposed Pilot Scheme

For Decision

Attachment: Item 3.1 DES - REPORT - OSCP v2.pdf

Page 1

Attachment: Item 3.1 - Appendix 1 DES- Lisburn Car Park Project Results.pdf

Page 6

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

4.1 Belfast City Council - Northern Ireland Houses in Multiple Occupation (NIHMO) Service Level Agreement

For Decision

Attachment: Item 4.1 EH - REPORT - NIHMO Service Level Agreement.pdf

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Attachment: Item 4.1 - Appendix 1 EH NIHMO SLA.pdf

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4.2 Drinking Water Inspectorate (DWI) Service Level Agreement

For Decision

Attachment: Item 4.2 EH - REPORT - DWI Service Level Agreement.pdf

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Attachment: Item 4.2 - Appendix 2 EH - DWI Service Level Agreement.pdf

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4.3 Consultation on Restricting Promotions of High Fat, Sugar and Salt Foods

For Decision

Attachment: Item 4.3 - Consultation - Restricting promotions of high fat, sugar and salt foods.pdf

Page 86

Attachment: Item 4.3 - Appendix 3EH - Consultation response.pdf

Page 88

4.4 Environmental Crime Update

For Noting

Attachment: Item 4.4 EH - REPORT - Environmental Crime.pdf

Page 103

Attachment: Item 4.4 Appendix 4EH - Environmental Crime 2025-2026 Update Report.pdf

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

5.1 Christmas Waste Collection Arrangements and Recycling Centre Opening Hours

For Noting

Attachment: Item 5.1 - REPORT - Christmas holiday collection arrangements.pdf

Page 112

5.2 Christmas Toy Reuse Scheme 2026

For Noting

Attachment: Item 5..2 W&OS - Christmas Toy Reuse Scheme 2026.pdf

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6.0 Any Other Business



Committee:	Environment & Sustainability
Date:	7 October 2026
Report from:	Director of Environmental Services

Item for:	Decision
Subject:	Part A: Off Street Car Parking (OSCP) Update Part B: Evaluation of Free Carparking Initiative during December and January and proposed Pilot Scheme

1.0	<u>Background and Key Issues</u>
1.1	The Off Street carparking function transferred under RPA to Lisburn & Castlereagh City Council in 2015. The total included 12 car parks, 8 of which have a tariff where a fee is payable for parking and 4 are free of charge.
1.2	This report provides an update under Part A and Part B on key issues regarding Off Street Car Parking in the LCCC area, in particular: - the Transfer of the Off Street Car Parking (OSCP) Orders from the Department for Infrastructure (DfI) to the council; - the OSCP upgrade programme; - DfI maintained pay and display machines and new charging position for on street parking; and - evaluation of free car parking in council OSCP's as part of the Christmas campaign and future pilot scheme.
1.3	<u>Part A: Off Street Car Parking (OSCP) Update</u>
1.4	Car Parking Orders The Department for Infrastructure (DfI) currently holds responsibility for the making, amendment and enforcement of Off-Street Parking Orders under relevant Roads and Traffic legislation. These Orders regulate the use of designated public car parks, including tariffs, usage restrictions, and operational controls.
1.5	It is the intention of DfI to transfer these functions to local councils in the near future which would bring operational and legislative control under council responsibility. This should enable a more responsive, locally informed management of off-street parking assets, aligned with council-led regeneration, economic development, and environmental objectives. Council cannot make changes to the tariffs until the Orders are transferred.
1.6	A further report will be brought to this committee as soon as council is informed by DfI of the date of repeal of its Orders. This will include the presentation of the proposed council Orders and ensuring that our date of affirmation will coincide with DfI's repeal.
1.7	Post transfer engagement and consultation will take place to ensure that any future amendment of the Orders aligns with LCCCs Car Parking Strategy and local economic and regeneration priorities providing an improved customer experience.

1.8 OSCP Upgrade Programme

The council is currently engaged in a project to address resurfacing of tarmac surfaces and pathways as part of a health and safety review. This includes a number of council OSCP's as indicated below.

1.9 Resurfacing Program – Off Street Car Parking

Carpark	Description of Works	Complete
Ballynahinch Street, Hillsborough	Resurfacing of the entire carpark, complete with line marking and EV infrastructure.	Yes
Governors Road, Lisburn	Patch repairs due to wear and tear	Yes
Queens Road, Lisburn	Patch repairs due to wear and tear	Yes

Carpark	Description of Works	Complete
Antrim Street	Resurfacing of the entire carpark, complete with line marking and ev infrastructure.	Yes

Carpark	Description of Works	Complete
Benson Street	Resurfacing of the entire carpark, complete with line marking and associated drainage. Programmed for Oct 26	No
Laganbank Road	Resurfacing portions of the carpark, complete with line marking.	Yes
Queens Road	Resurfacing western portion of the carpark, complete with line marking.	Yes

1.10 Electric Vehicle Charging

The Council is currently delivering two EV charging schemes; an On-street Residential Chargepoint Scheme (ORCS) for residents who do not have access to off street parking and a scheme to provide faster EV chargers in carparks throughout the council area. Through these schemes, the council is demonstrating its commitment to sustainability and climate action goals and increasing access to EV chargers for all residents and visitors to the area.

1.11 The fast chargers have now been installed in Antrim Street, Governors Road, Quay Street and Queens Road carparks in Lisburn, Ballynahinch Road, Hillsborough and Main Street, Moira carparks. The chargers will enhance accessibility for patrons using council off street car parks and enhance the overall experience of using car park facilities.

1.12 Dfl Pay and Display Machines and new charging regime for on street parking

1.13 Dfl is implementing significant changes to on-street parking in Belfast, Lisburn and Newry, including the modernisation of pay and display parking machines which are now at end-of-life. The upgrade will involve some machines being removed entirely, while others will be upgraded but relocated to more suitable locations.

1.14	This work is being undertaken as part of a new parking contract which will see new machines using pay-by-plate technology, linking parking events with automatic number plate technology (ANPR). Drivers will continue to have a choice between coin and cashless payment. The Lisburn phase is due to be completed by mid - 2027.
1.15	In addition, in December 2025 Dfl introduced a pilot project in Lisburn offering an hour's grace period for parking in on-street spaces that provides the public with up to one hour to return to their vehicle following the expiry of their parking session with the intention to encourage people to spend more time in the city centre. This pilot has been extended to end of December 2026.
2.0	<u>Part B: Evaluation of Free Carparking Initiative during December and January and future pilot scheme</u>
2.1	In October 2025, a briefing session was held for all Elected Members providing evidence around current car park usage in the city centre and an update of key findings from the provision of free parking as part of the councils Christmas campaign in December 2024. The relevant car parks included those in Lisburn City Centre and Royal Hillsborough.
2.2	At the request of this committee and the Regeneration & Growth Committee in November and December 2025, it was agreed to bring a report back in relation to the evaluation of the provision of free carparking in council owned carparks during December 2025 and January 2026. A previous council decision in 2023 agreed to provide free parking in December on an ongoing basis. It is estimated that the cost of the provision of free parking across 9 Saturdays in December and January is £18,000.
2.3	A public survey was undertaken by the CARD Group in January and February 2026 to provide insight into the parking behaviours and preferences of users. This was supported by an occupancy survey undertaken by the Environmental Health, Risk and Emergency Planning Service Unit Team during January 2026. The CARD survey was designed to gather information around the perceptions, awareness and influence of the free Saturday promotion offered during December and January, as well as exploring the usage patterns and barriers.
2.4	The data was collected through face-to-face interviews of users at council-owned car parks and an online survey with respondents from a wider catchment area capturing potential visitors' awareness and the likelihood of them visiting Lisburn on Saturdays. The report analyses the responses in two sections: one covering the face-to-face sample, and the other examining the online sample, allowing comparison between local users and the wider potential audience.
2.5	The subsequent Project Report is attached as Appendix 1DES for the committee's consideration.
2.6	Key Findings of Face-to-Face Sample (220 participants): • 75% of respondents indicated their choice of car park was determined by convenience to their destination • 4% of respondents visited Lisburn every Saturday for purposes other than work • 76% of respondents surveyed said they were aware of free parking before they arrived

	• Of the 76% of respondents who had awareness, 16% stayed longer in the city due to the Christmas parking promotion • 94% of drivers said the Council owned car parks are a little or much cheaper than others
2.7	Key Findings from On-Line Sample (202): • 82% visited Lisburn in December and 61% visited in January • 56% of respondents surveyed said they were aware of free parking before they arrived • 48% of respondents reported that the promotion influenced their visit • 69% indicated that location of the carpark was the most important consideration
2.8	Overall Analysis:
2.9	The face-to-face sample included a higher proportion of local residents and showed relatively higher awareness of the free parking promotion (76%), with word of mouth identified as the main source of information (44%). Most respondents were visiting Lisburn for shopping (40%), meeting a friend (13%), or attending an appointment (13%).
2.10	Most commonly, respondents in the face-to-face interviews were encouraged to stay longer in Lisburn (16%). However, the promotion was also effective in attracting new Saturday visitors, with 16% of those who would not normally visit Lisburn on a Saturday reporting they did so because of the free parking and used Council car parks. January users were more likely to report staying longer due to the promotion (36% vs 26% in December), so supporting a quieter trading month, and less likely to say it had no influence (7% vs 9%). A longer dwell time dominated by shopping and social/hospitality visits could be viewed as a proxy for economic benefit and is worthy of further exploration.
2.11	The purpose of the survey was to ascertain, using a data informed approach, if the promotion was effective in driving footfall to the city centre and in turn supporting local businesses. It can be concluded that the promotion had an influence over both December and January and suggest that free car parking may be a year-round tool to improve footfall in city centre rather than an attraction just at Christmas.
2.12	On that basis, the options to be considered regarding a free car parking promotion are as follows: Option 1: to continue with the December only promotion of free car parking. This would result in an approximate loss of income of £9.3k. Option 2: to continue with the December and January promotion of free car parking parking. This would result in an approximate loss of income of £18k. Option 3: to remove the free car parking promotion for both December and January. This would result in an approximate increase of income of £18k. Option 4: to continue with the promotion of free weekend car parking as a 14-month pilot beginning 1 December 2026 and continuing for a 14-month period concluding at end of January 2028. This would result in an approximate loss of income of £120k.

2.13	Based on the analysis of the CARD survey as detailed above, it is anticipated that the continuation of free of charge weekend parking would improve footfall and therefore business growth and opportunity throughout the year. At a time, when supporting our city centre retailers is critical and in particular prolonged footfall in the city centre, it is recommended Option 4 is agreed as the preferred option on a pilot basis.	
2.14	If agreed, appropriate independent interim and post pilot evaluation would be undertaken to inform the success of this initiative. It is estimated this would cost £8k.	
3.0	<u>Recommendation</u>	
3.1	It is recommended that the committee: • notes the update report on OSCP; • agrees the progression of Option 4 to provide free of charge weekend car parking as a 14-month pilot beginning 1 December 2026 and concluding at end of January 2028 in all council owned off street car parks; and • agrees expenditure of £8k for interim and post pilot evaluation of Option 4.	
4.0	<u>Finance and Resource Implications</u>	
4.1	Option 4 would result in an impact of £120k reduction in car parking income to be taken at risk for the duration of the pilot.	
	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>	
	Has an equality and good relations screening been carried out?	Yes
	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?	No
	Brief summary of the key issues identified and proposed mitigating actions or rationale why the screening was not carried out.	

Appendices:	Appendix 1 DES - Lisburn Car Park Project Report
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Lisburn & Castlereagh City Council

Council car park promotion- Project Report

March 2026



Overview

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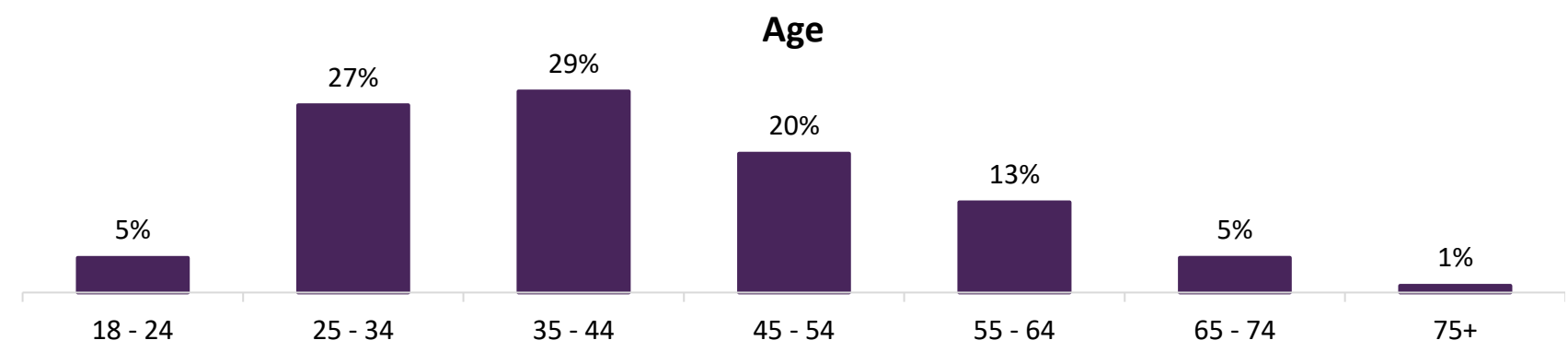
- This report examines attitudes toward Lisburn Council's free Saturday parking offer during December and January.
- Research was conducted by CARD Group to understand perceptions, awareness, and the influence of the promotion, as well as to explore usage patterns and potential barriers.
- Data was collected through two approaches: face-to-face interviews, with 220 participants at council-owned car parks in Lisburn city centre, focusing on local residents and actual car park users; and an online survey, with 202 respondents from a wider catchment area, capturing potential visitors awareness and likelihood of visiting Lisburn on Saturdays.
- The report analyses responses in two sections: one covering the face-to-face sample, and the other examining the online sample, allowing comparison between local users and the wider potential audience.
- Please note that some charts may not total 100%, as results are presented as a percentage of the overall sample and some questions were only applicable to certain respondents

●●● Face-to-face sample

8

- A total of 220 face-to-face interviews were conducted across council-owned car parks in Lisburn city centre.
- Fieldwork took place between 26 January and 26 February (inclusive).
- The sample provides insight into the parking behaviours and preferences of predominantly local residents, as well as their perceptions of council-owned car parks and awareness of the free parking promotion.

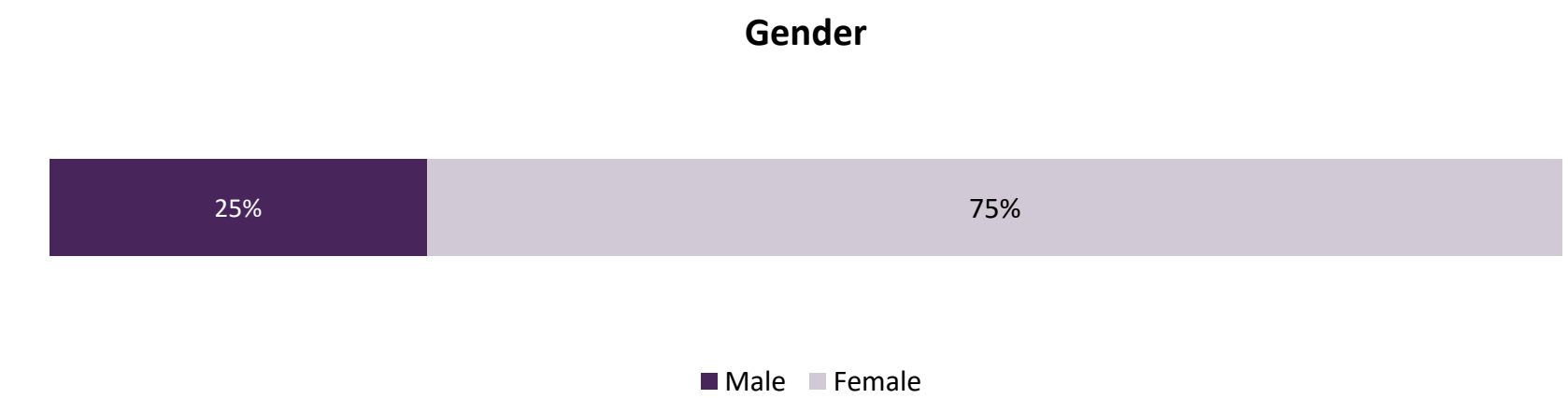
Demographics



All age groups are represented within the sample; however, there is a slight skew towards a younger demographic, with 61% aged under 45.

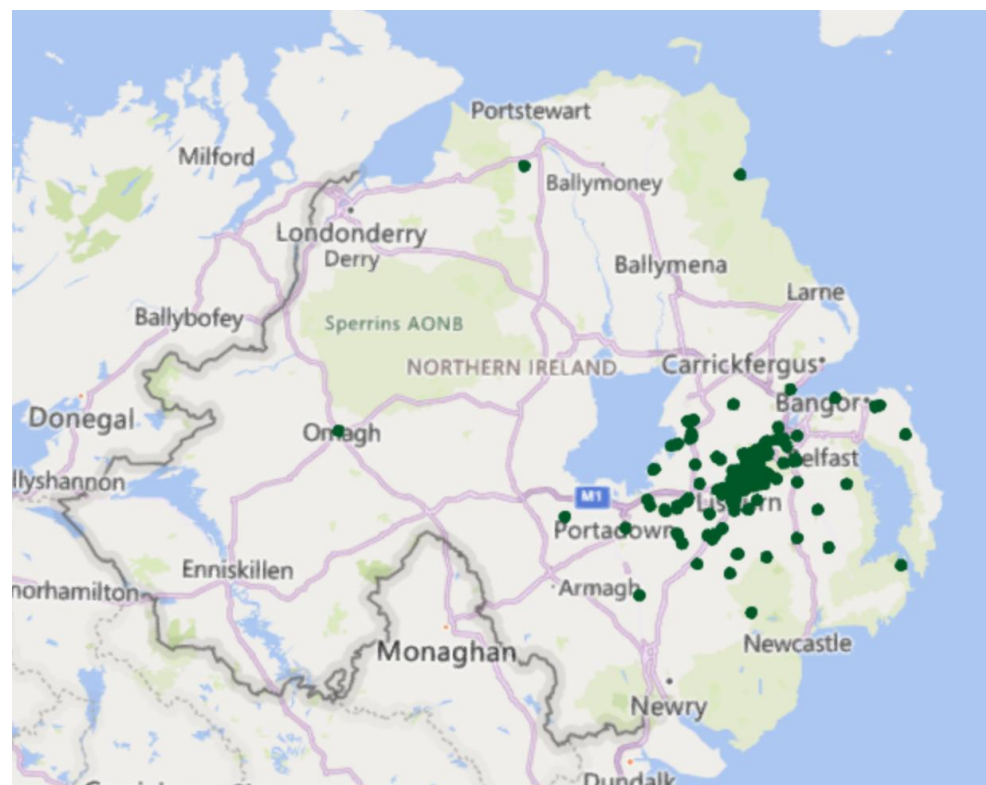
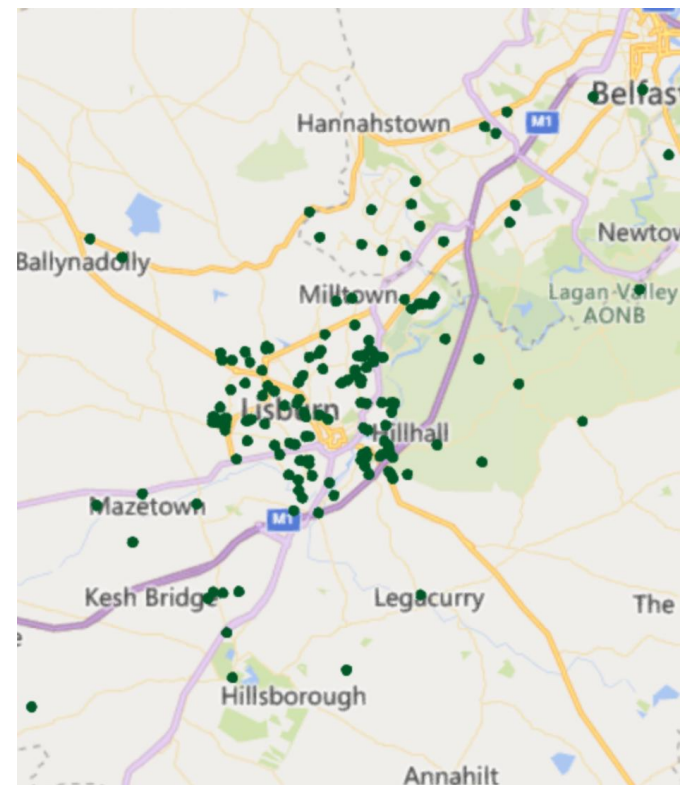
There is also a higher proportion of female respondents (75%) compared to male respondents (25%).

9% of respondents reported a health problem or disability which limited their day-to-day activities.



Respondent profile

Where did visitors come from?



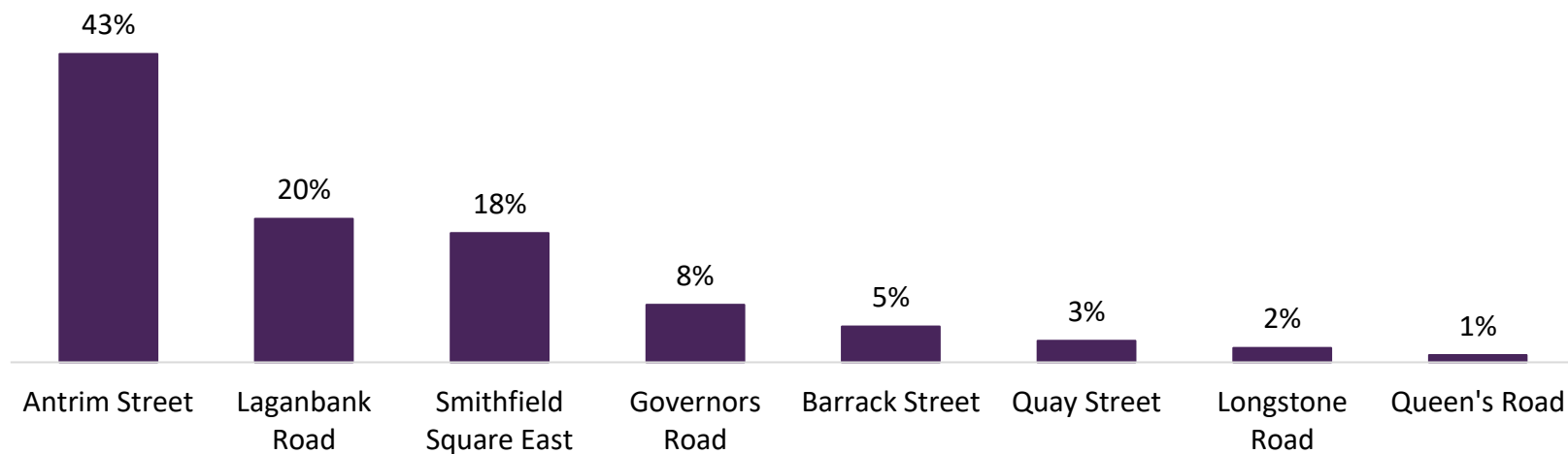
Most respondents were resident in Lisburn and its surrounding areas, although a small proportion originated from further afield, including Omagh.



Respondent profile

11

Which car park was used today?



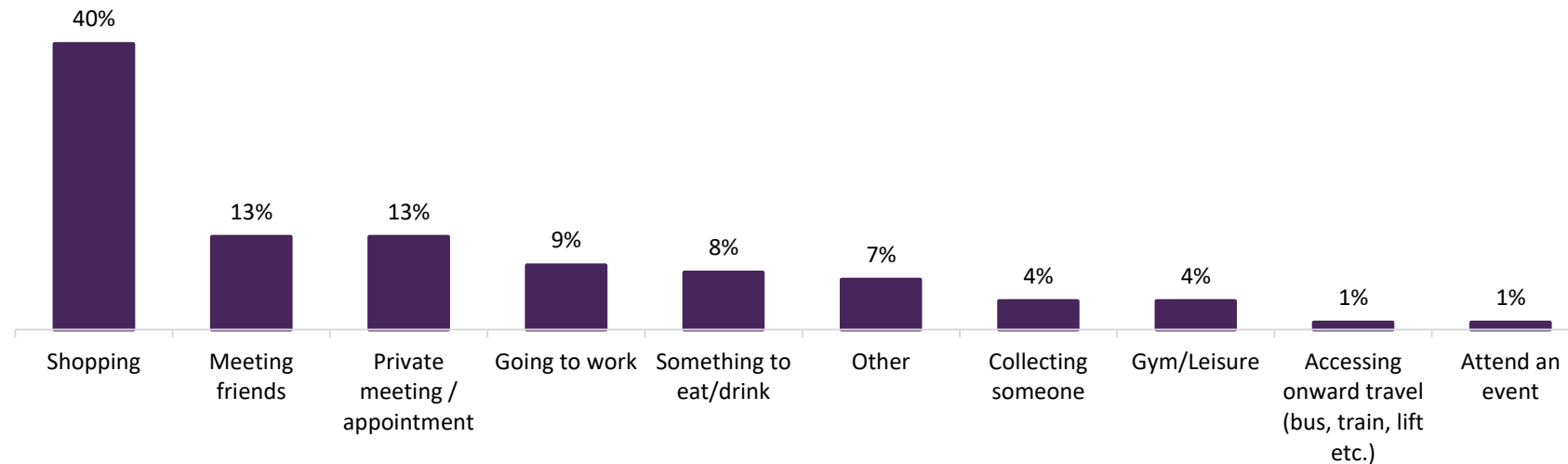
Antrim Street car park was the most commonly used location, accounting for 43% of respondents, followed by Laganbank Road (20%). All other car parks were also represented within the sample.



Respondent profile

12

What is your main purpose for visiting Lisburn City Centre?



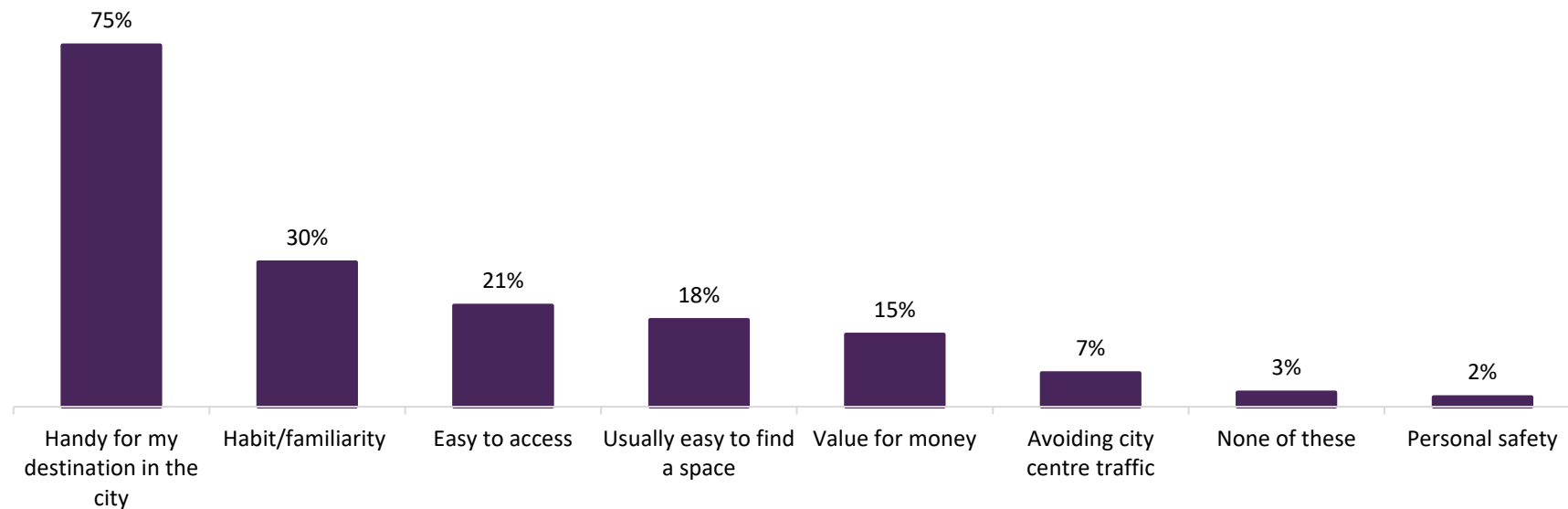
Shopping was the primary reason for visiting Lisburn City Centre (40%), followed by meeting friends (13%) and attending private meetings or appointments (13%). Respondents selecting Other most commonly referred to visiting the bank or the library.



Key factors influencing car park choice

13

What influenced you to use this particular car park today?



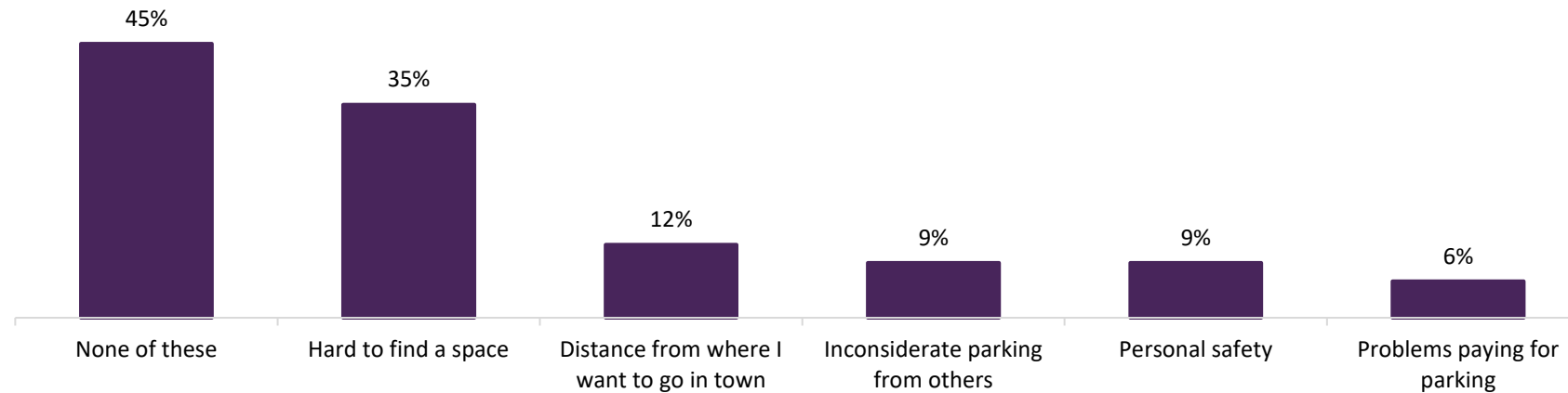
Convenience was the primary factor influencing use of Council-owned car parks, with 75% of respondents indicating that the location was convenient for their destination within the city.



Barriers to using Council car parks

14

Does anything put you off from using this car park normally?



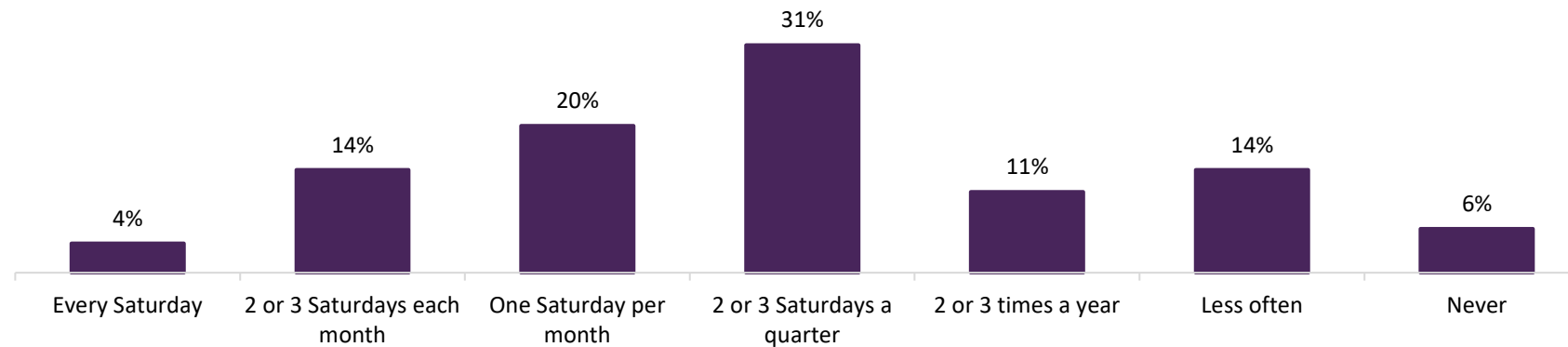
A total of 45% of respondents indicated that nothing would deter them from using this car park. Among those who identified potential barriers, the most frequently cited issue was difficulty finding a space (35%).



Saturday Visit frequency to Lisburn

15

How often would you visit Lisburn City Centre on a Saturday for purposes other than work?



The majority of respondents visited Lisburn city centre on a Saturday for purposes other than work at least 2 or 3 times a quarter (69%) with 38% visiting at least once a month.

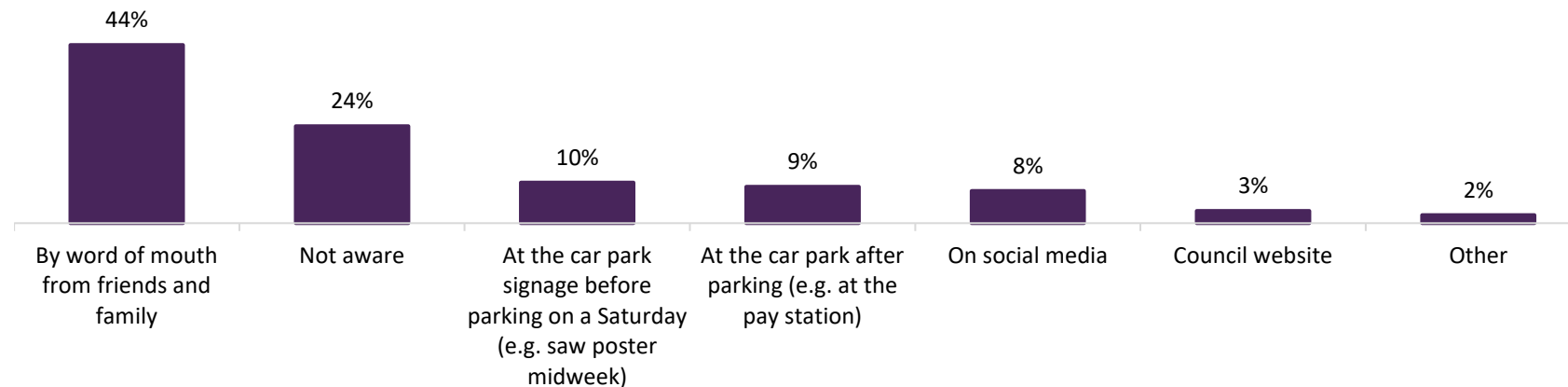
Awareness of parking promotion

16

Were you aware before you arrived that you could park for free here today?



How did you first become aware of the free parking promotion on Saturdays in December and January?



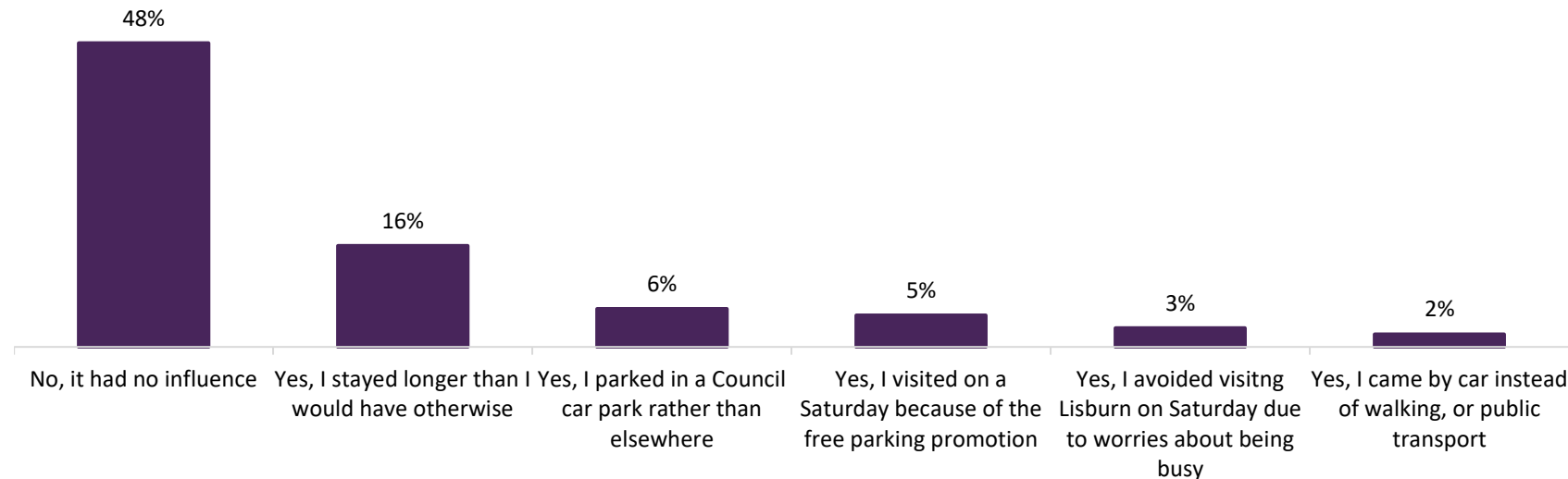
The majority of respondents (76%) were aware of the free parking offer prior to arrival. Among those who were aware, the most common source of information was word of mouth from friends and family (44%). This was followed by those who became aware at the car park, either before parking (e.g. signage) (10%) or after parking (e.g. at the pay station) (9%). Respondents selecting Other most commonly indicated that they had heard about the offer through their workplace.



Influence of parking promotion

17

Did the free parking promotion influence any visits to Lisburn City Centre in December or January?

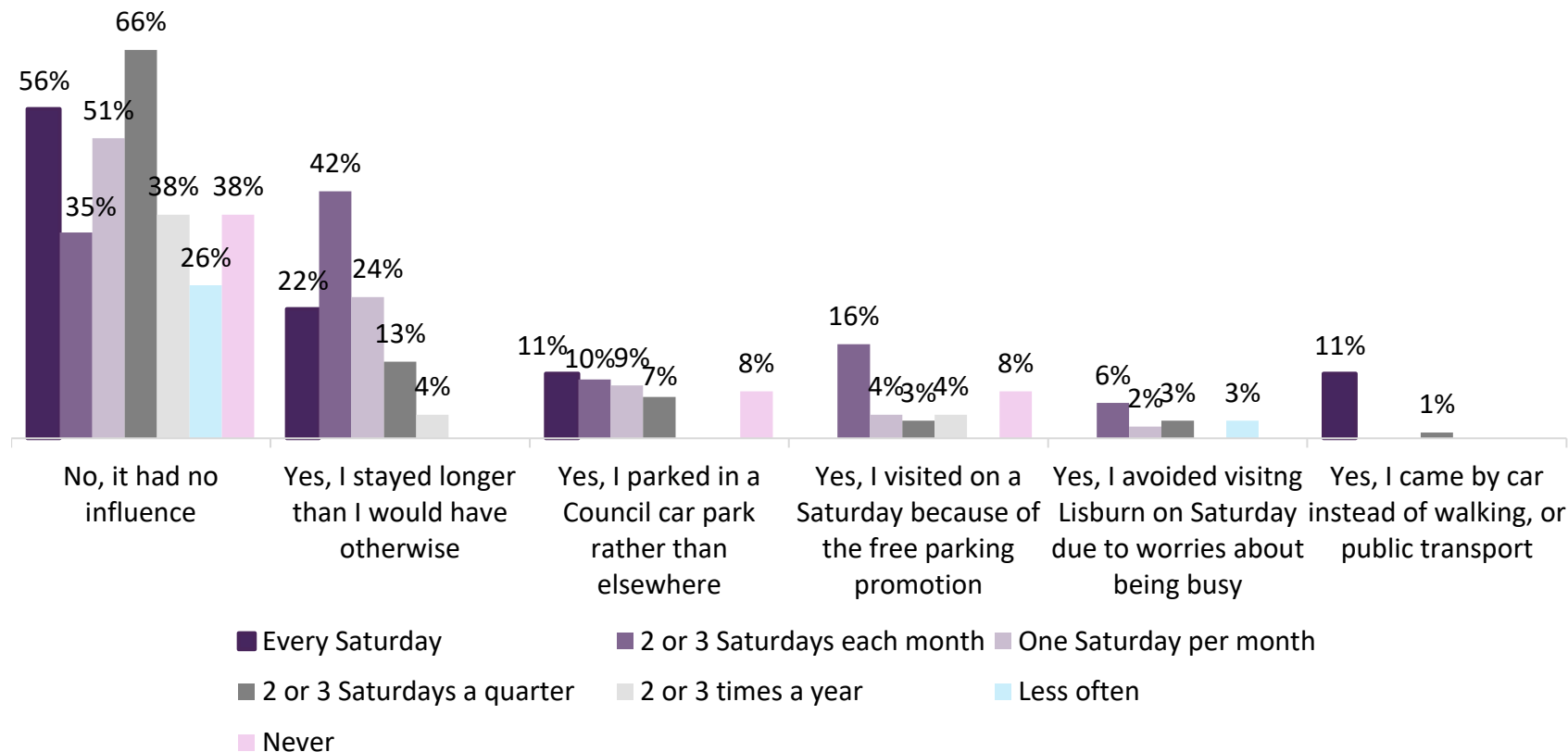


The majority of respondents (48%) stated that the free parking offer had no influence on their visit to Lisburn City Centre. Among those who reported an impact, 16% indicated that they stayed in the city centre longer than they otherwise would have, while 3% said they avoided Lisburn because of it.

Note: Respondents who reported an influence were able to select multiple responses.

Influence of parking promotion by Saturday visit frequency

Did the free parking promotion influence any visits to Lisburn City Centre in December or January?



The chart shows the influence of the free parking offer broken down by respondents' typical frequency of visits to Lisburn on Saturdays. The greatest influence was reported among regular visitors to the city centre, particularly those visiting two to three Saturdays per month (65%). Among those influenced within this group, 42% reported that they stayed longer than they otherwise would have, while 16% stated that they visited on a Saturday specifically because of the promotion.

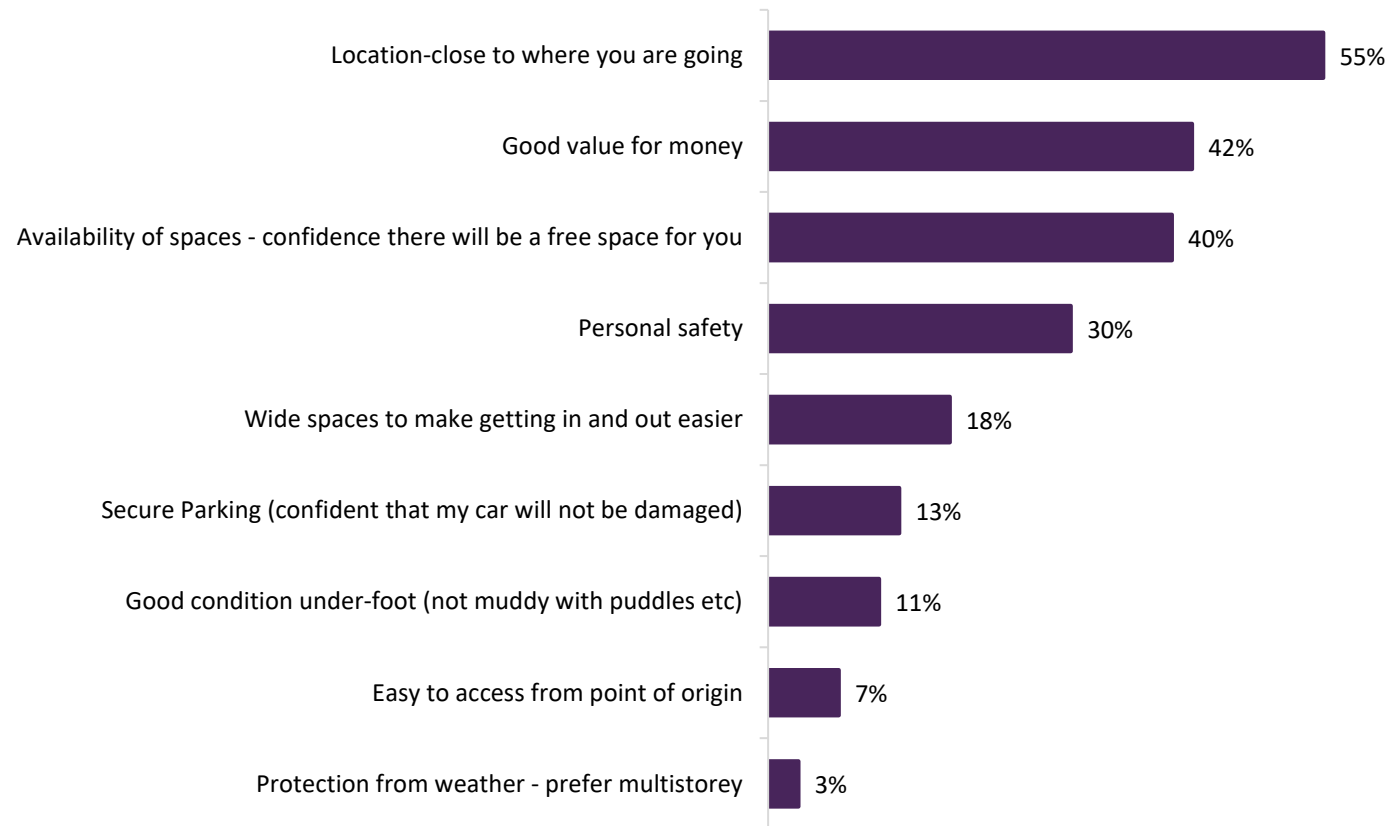
Among respondents who indicated that they do not normally visit the city centre on Saturdays, 16% reported that the promotion influenced them to visit Lisburn. Within this group, 7% said they visited specifically on a Saturday due to the promotion, and a further 7% stated that they chose to park in a Council-owned car park as a result.



Important considerations for car park choice

19

When parking in Lisburn City Centre, what are the most important considerations for you?



For respondents, the most important consideration when parking is location - being close to their destination (55%). This is followed by value for money (42%) and availability of spaces (40%).



Perceptions of price and quality

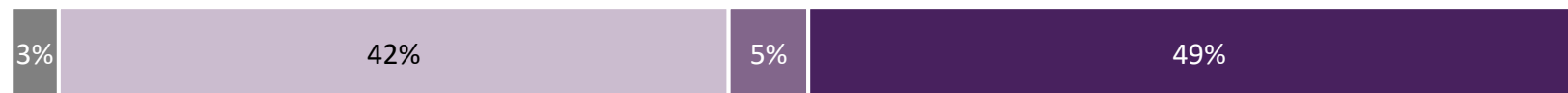
20

Count of Parking in Council car parks costs £1 for 3 hours. How would you rate value for money in Council car parks in comparison to other parking options available to you in the city centre?



- Much more expensive than others
- A little more expensive than others
- They are about the same as others
- A little cheaper than others
- Much cheaper than others

Count of How would you rate the general quality of Council car parks in Lisburn city? In relation to their condition, maintenance and layout.



- Below average
- Average
- Good
- Excellent

94% of respondents said that council car parks are a little or much cheaper than others, while 97% indicated that the quality of the council car parks is at least average.

When asked about their preferred method of payment, 56% chose cash, 41% selected the RinGo parking app, and 3% opted for contactless payment.

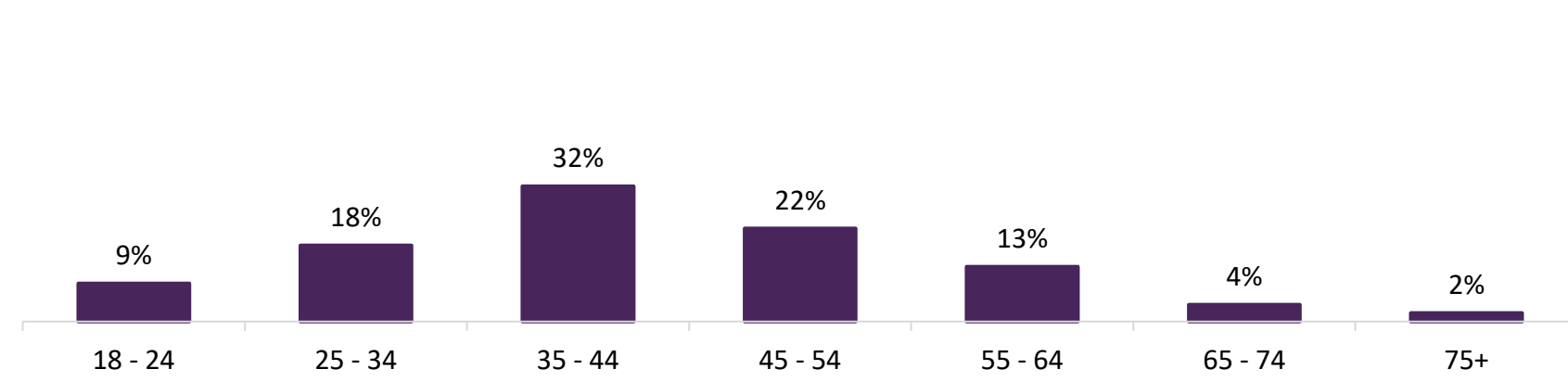
●●● Online sample

21

- A total of 202 online response were collected.
- Responses were collected the week of the 9th to the 13th of March (inclusive).
- The sample provides insight into the parking behaviours and preferences of visitors to Lisburn from a wider catchment area, as well as their perceptions of council-owned car parks and awareness of the free parking promotion.

Demographics

Age



Gender



Male Female

All age groups are represented within the sample; however, there is a slight skew towards a younger demographic, with 59% aged under 45.

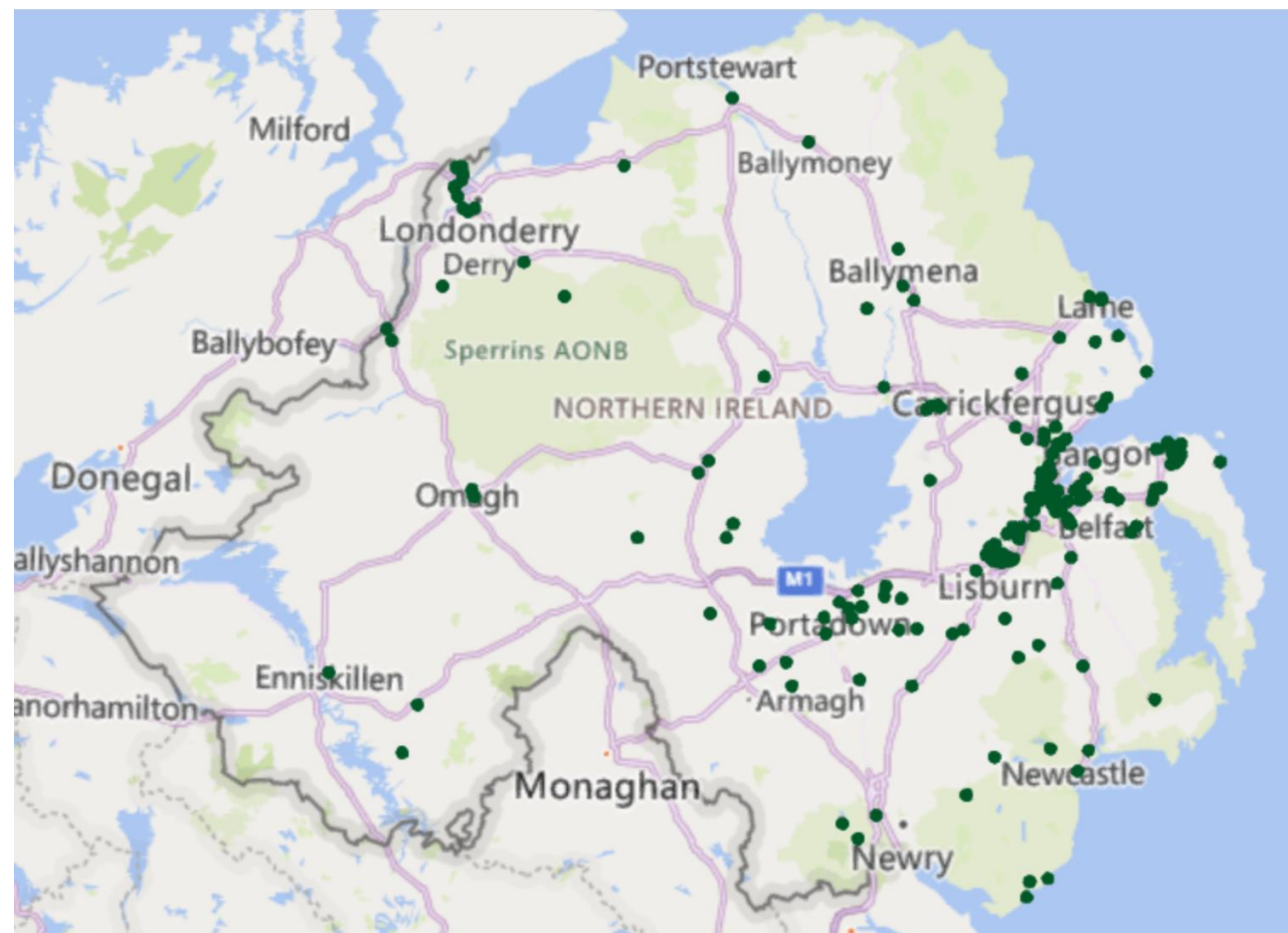
There is an almost equal gender ratio, with a slightly higher proportion of female respondents (52%).

21% of respondents reported a health problem or disability which limited their day-to-day activities.

Respondent profile

23

Where did visitors come from?



Respondents came from across the region, with a slightly higher proportion from Lisburn and its surrounding areas, although the online sample included participants from as far away as Londonderry and Enniskillen.

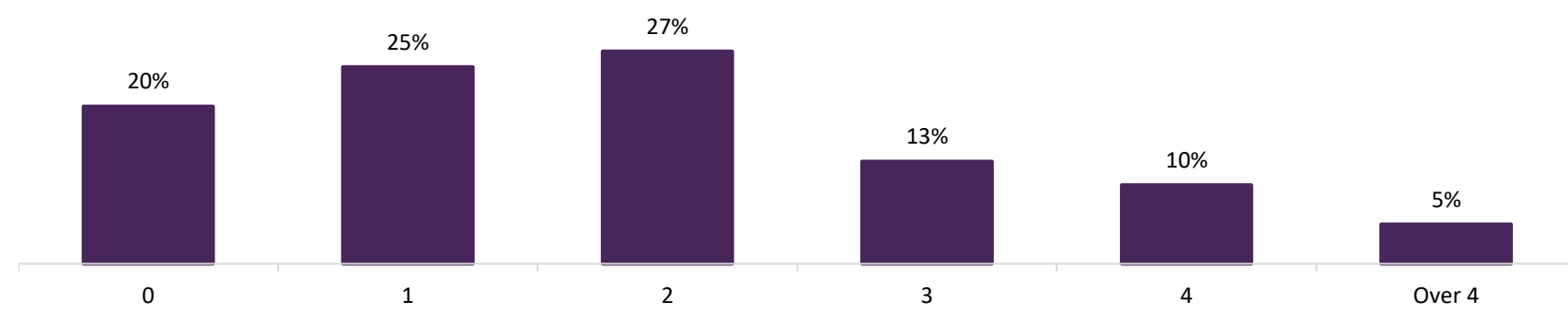


December visits to Lisburn

Did you visit Lisburn City Centre in December 2025?



How many times did you visit by car on Saturday(s) during that month?



82% of respondents visited Lisburn in December. 25% reported visiting once on a Saturday during the month, while 27% reported visiting twice on weekends in December. 5% mentioned visiting more than four times; this group represents respondents who visited multiple times on a Saturday - for example, coming to the city in the morning, travelling elsewhere, and then returning in the afternoon.

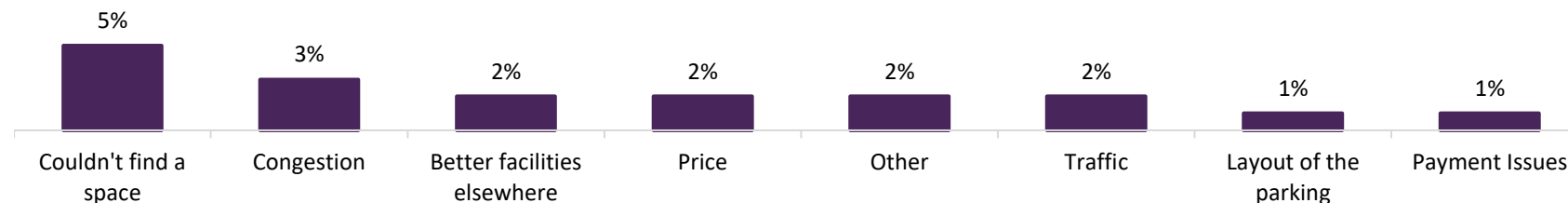
Use of Council car parks among Saturday visitors in December

25

Did you park in a Council car park in the city centre during those visits?



If you did not, why didn't you park in a City Council car park during your December visit(s)?



Of respondents who visited the city on a Saturday in December, 69% said they used a council car park.

A small proportion said they did not use a council car park because they could not find a space (5%), while 3% cited congestion in the car park as a barrier.



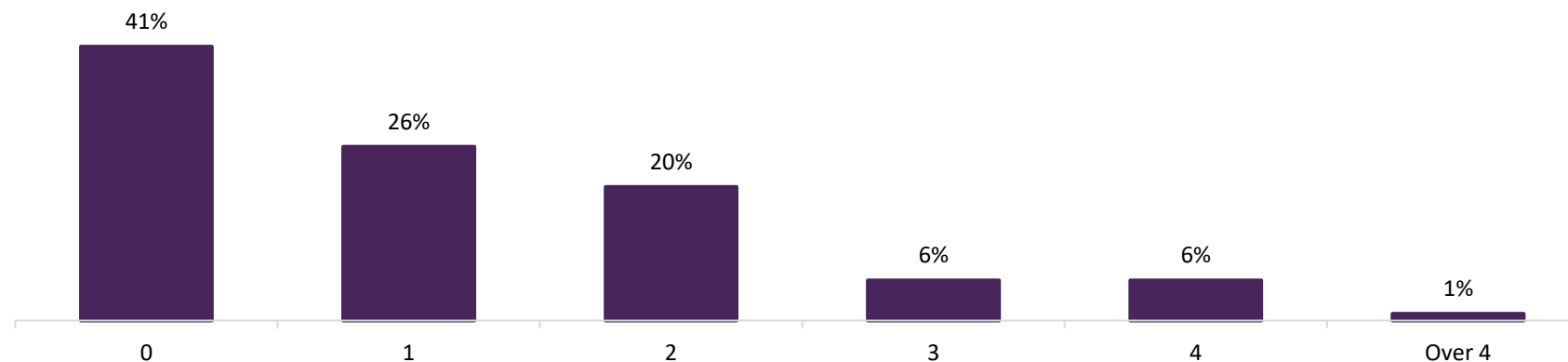
January visits to Lisburn

26

Did you visit Lisburn City Centre in January 2026?



How many times did you visit by car on Saturday(s) during that month?



61% of respondents visited Lisburn in January. 26% reported visiting once on a Saturday during the month, while 20% reported visiting twice on weekends in January. 1% mentioned visiting more than four times; this group represents respondents who visited multiple times on a Saturday - for example, coming to the city in the morning, travelling elsewhere, and then returning in the afternoon.

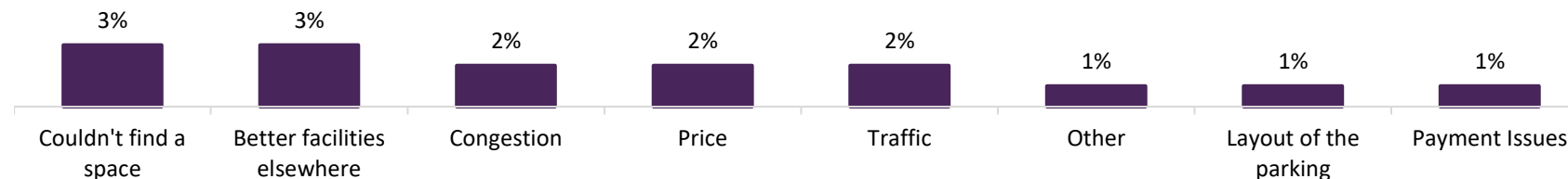
Use of Council car parks among Saturday visitors in January

27

Did you park in a Council car park in the city centre during those visits?



If you did not, why didn't you park in a City Council car park during your January visit(s)?



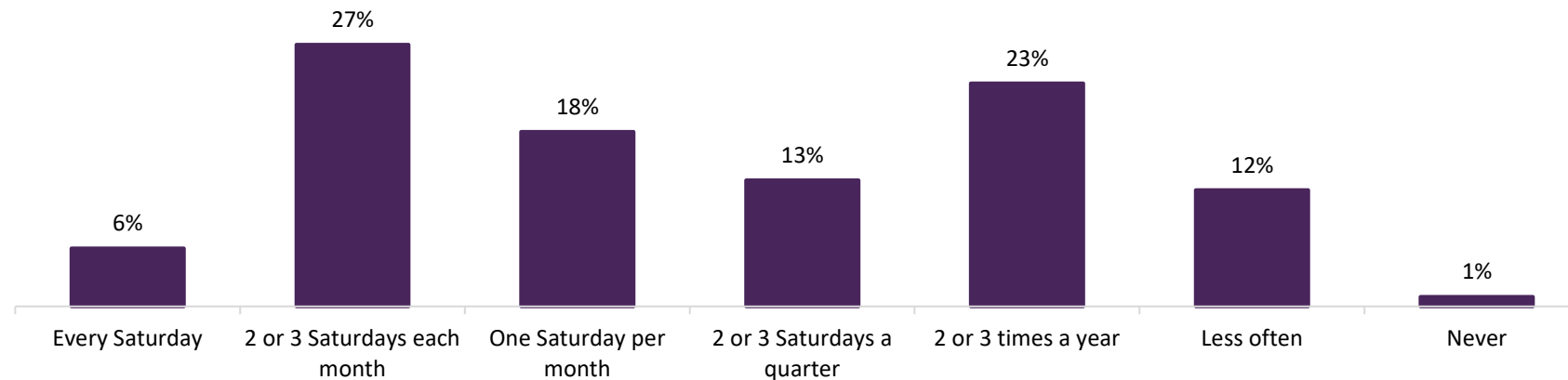
Around half of respondents (49%) said they used a council car park during their visit. Relatively small proportions reported barriers to using council parking, with 3% saying they could not find a space and a further 3% feeling that better parking facilities were available elsewhere.



Saturday Visit frequency to Lisburn

28

How often would you visit Lisburn City Centre on a Saturday for purposes other than work?



The majority of respondents visit Lisburn city centre on a Saturday for purposes other than work at least once a month (51%).



Awareness of parking promotion

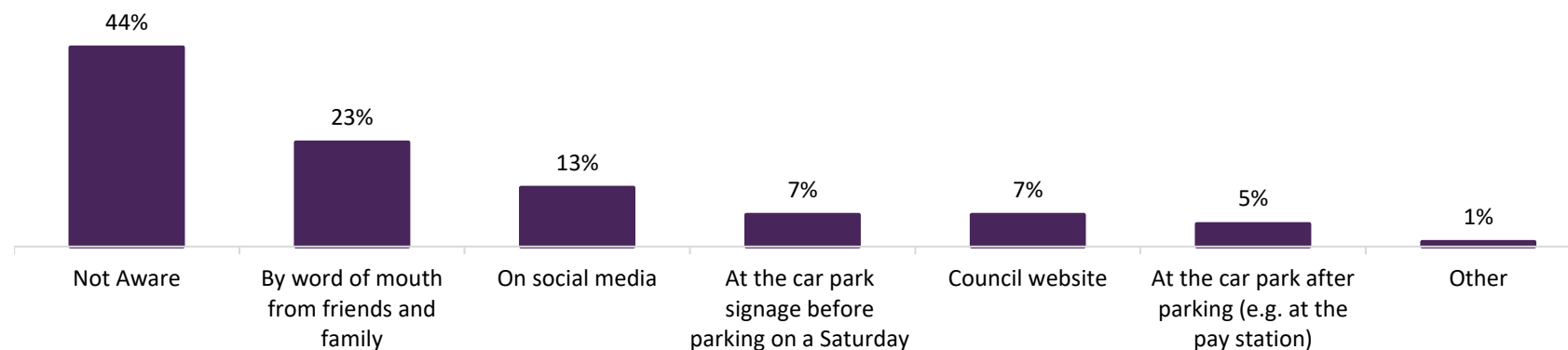
29

Were you aware of the free parking promotion at Lisburn City Council car parks on Saturdays in December and January?



Just over half of the respondents (56%) were aware of the free parking promotion in council car parks.

How did you first become aware of the free parking promotion on Saturdays in December and January?



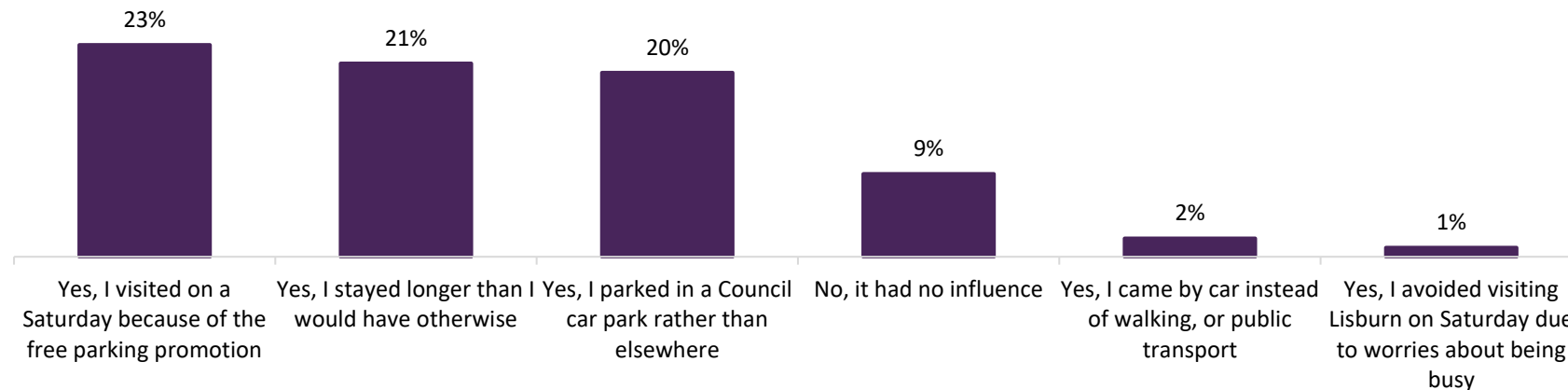
Among those who were aware, most learned about it through word of mouth (23%), while social media was also a key source of information (13%).



Influence of parking promotion

30

Did the free parking promotion influence any visits to Lisburn City Centre in December or January?



Around a quarter of respondents (23%) said the promotion encouraged them to visit on a Saturday, while 21% reported staying longer as a result. One in five (20%) also said the promotion influenced them to park in a council car park rather than elsewhere. Very few respondents (1%) said the promotion discouraged them from visiting Lisburn.

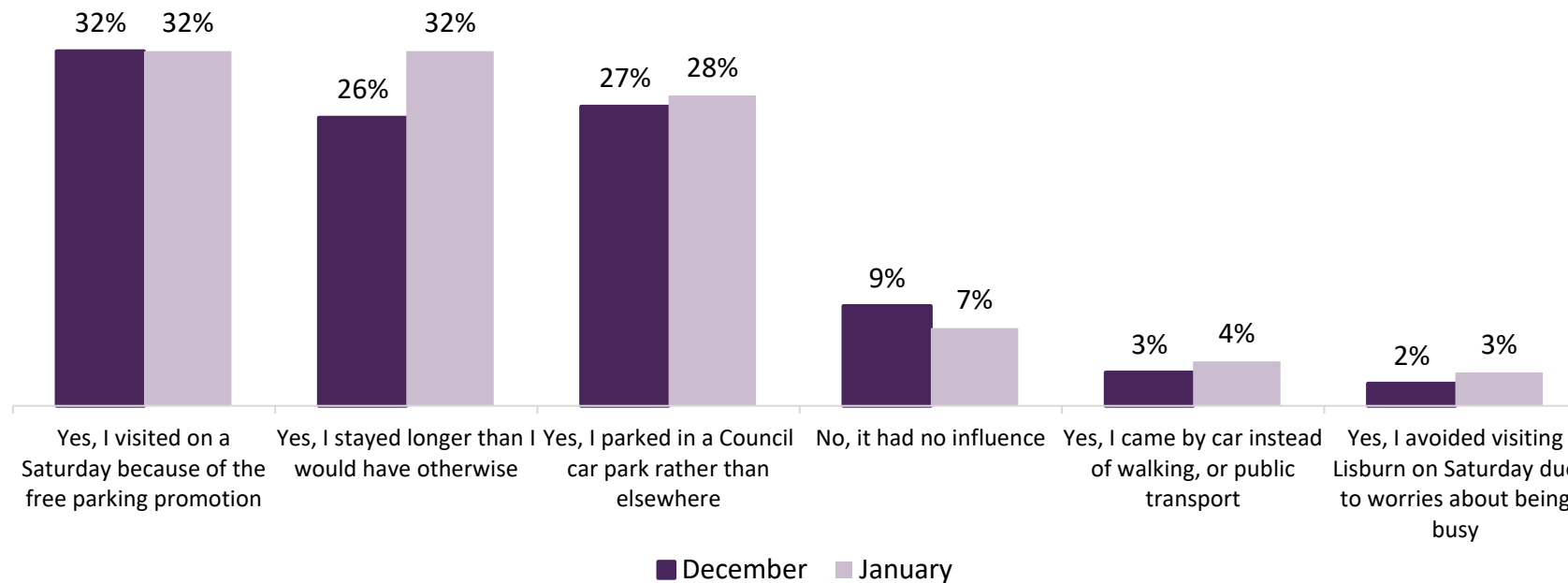
Note: Respondents who reported an influence were able to select multiple responses.



Influence of parking promotion by month of visit

31

Did the free parking promotion influence any visits to Lisburn City Centre in December or January?

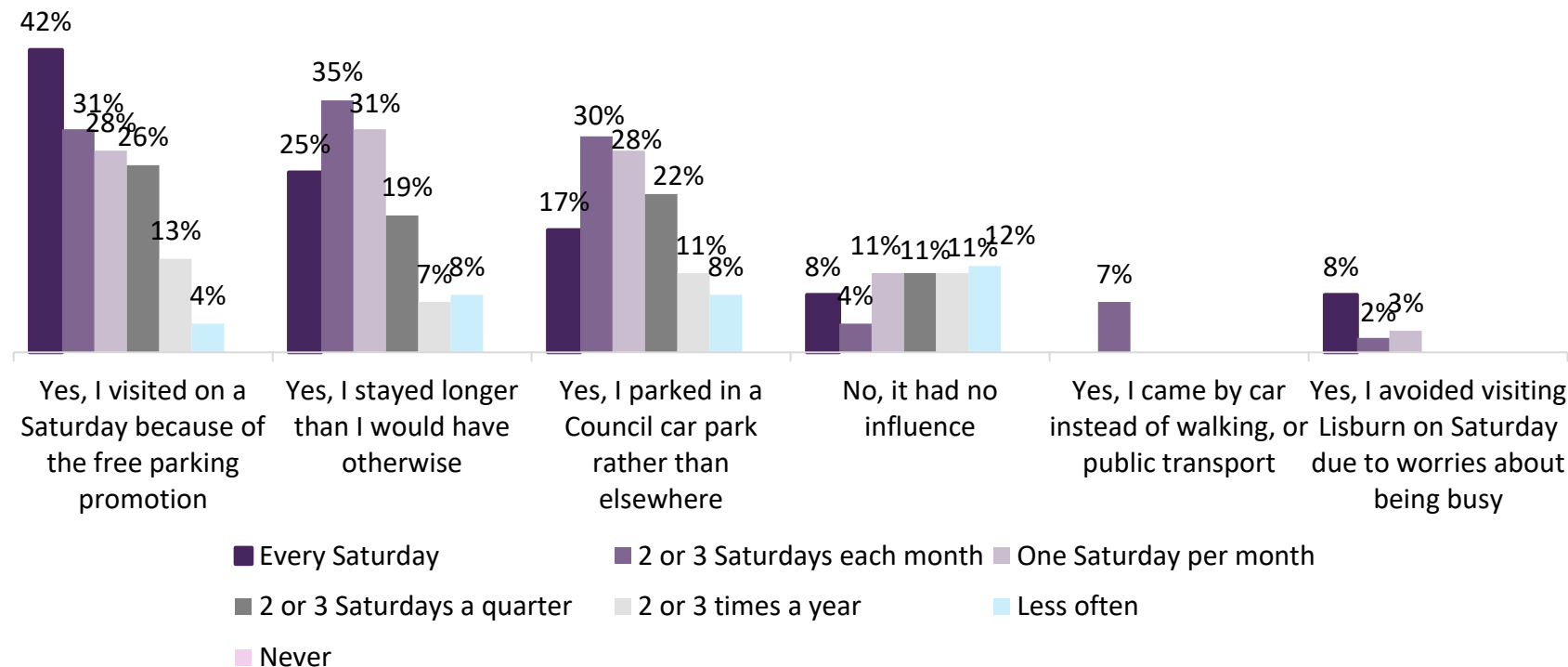


Significantly more respondents who used the parking promotion in January reported staying in Lisburn longer than they otherwise would have (32%), compared to those who used the promotion in December (26%). There were also fewer respondents reporting that the parking had no influence among those using council car parks in January compared to December (7% vs. 9%).

For all other categories, there were no significant differences, indicating that the overall influence of the promotion was similarly strong across both months.

Influence of parking promotion by Saturday visit frequency

Did the free parking promotion influence any visits to Lisburn City Centre in December or January?



The chart shows the influence of the free parking offer broken down by respondents' typical frequency of visits to Lisburn on Saturdays. The promotion had an impact across all visit frequencies, particularly among more regular visitors.

Among those who typically visit Lisburn only two or three Saturdays per year, 13% reported visiting on a Saturday because of the free parking promotion. In addition, 35% of respondents who usually visit two or three Saturdays per month said they stayed longer as a result of the promotion.

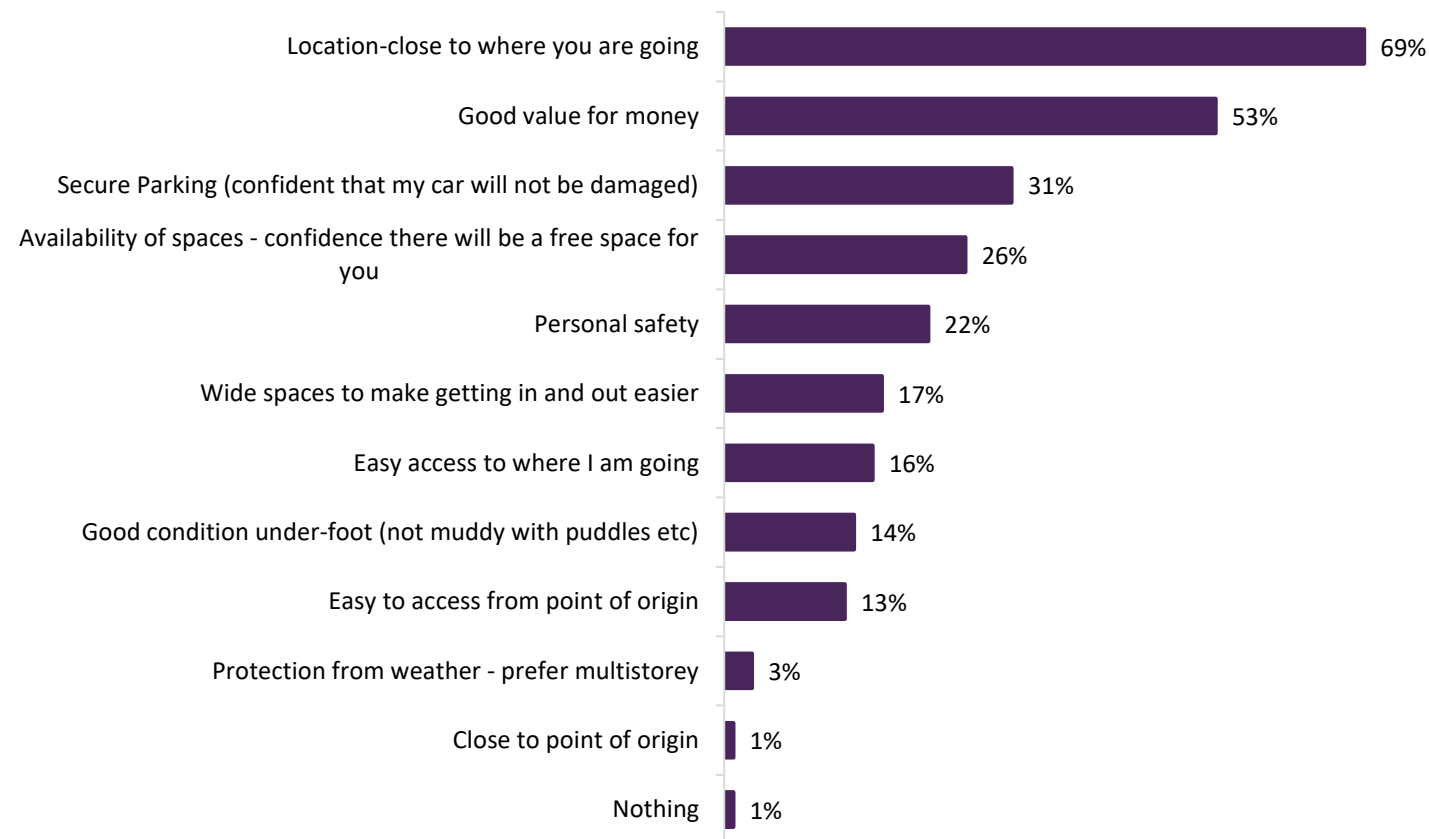
Respondents who normally never visit the city on Saturdays for reasons other than work were not aware of the parking promotion and are therefore not included in the chart.



Important considerations for car park choice

33

When parking in Lisburn City Centre, what are the most important considerations for you?



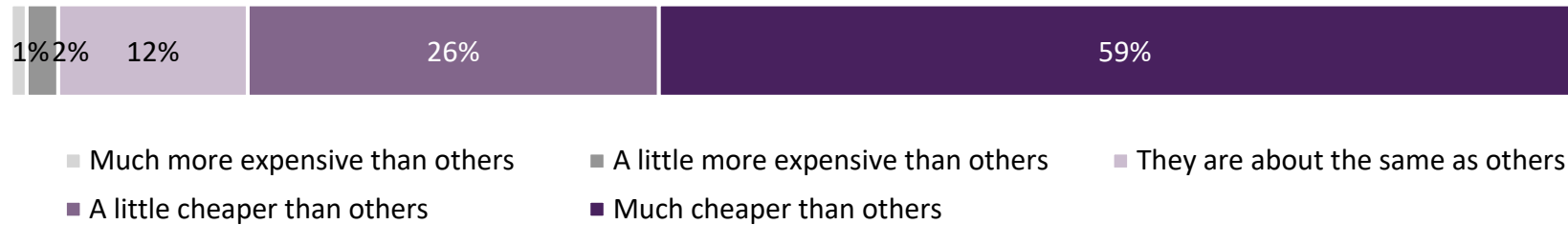
For respondents, the most important consideration when parking is location - being close to their destination (69%). This is followed closely by value for money (53%).



Perceptions of price and quality

34

Count of Parking in Council car parks costs £1 for 3 hours. How would you rate value for money in Council car parks in comparison to other parking options available to you in the city centre?



Count of How would you rate the general quality of Council car parks in Lisburn city? In relation to their condition, maintenance and layout.



85% of respondents said that council car parks are a little or much cheaper than others, while 99% indicated that the quality of the council car parks is at least average.

When asked about their preferred method of payment, 39% said cash, a further 39% said contactless payment, 17% selected the RinGo parking app, and 5% opted for phone payment.

Conclusions

35

- The face-to-face sample, which included a high proportion of local residents, showed relatively high awareness of the free parking promotion (76%), with word of mouth identified as the main source of information (44%). Most respondents were visiting Lisburn for shopping (40%), meeting a friend (13%), or attending an appointment (13%).
- Despite this high awareness, the overall influence of the promotion was more limited, with 28% reporting that it impacted their visit, most commonly by encouraging them to stay longer in Lisburn (16%).
- However, the promotion was effective in attracting new Saturday visitors, with 16% of those who would not normally visit Lisburn on a Saturday reporting that they did so because of the free parking and used council car parks.
- In contrast, the online sample, which captured respondents from a wider catchment area, showed lower awareness of the promotion (56%), although word of mouth remained the main source (23%).
- Among this group, the impact of the promotion was significantly higher, with 48% reporting that it influenced their visit. Specifically, 23% said they visited on a Saturday because of the promotion, while 21% reported staying longer.
- January users were more likely to report staying longer due to the promotion (32% vs. 26% in December) and less likely to say it had no influence (7% vs. 9%).



For further information please contact:

CARD Group head office

hello@card-group.com

+44 (0) 28 9447 7463

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

Item for:	Decision
Subject:	Belfast City Council – NIHMO Service Level Agreement

1.0	<u>Background and Key Issues</u>
1.1	The Houses in Multiple Occupation Act (Northern Ireland) 2016 (“2016 Act”), came into operation on the 1 April 2019. The legislation was established to provide improved protection for tenants living in Houses of Multiple Occupation (HMOs) by introducing a system of mandatory licensing and new provisions about standards of housing.
1.2	An economic appraisal commissioned by the Department for Communities considered a number of delivery options prior to the implementation of the 2016 Act.
1.3	This appraisal recognised that whilst an 11-council model was the most desirable, it would mean that full cost recovery for councils would prove difficult and could create a potential rate base burden on councils as the service would have to be provided within existing resources. It was decided that the only way to negate these risks and provide a cost neutral and fit for purpose service was to cluster councils and provide the new regime via a shared service.
1.4	The selected model for service delivery was to cluster councils on a geographical basis, the cluster leads being those areas with the largest number of HMOs, namely, Belfast, Causeway Coast and Glens, and Derry City and Strabane.
1.5	The Environmental Health, Risk and Emergency Planning Service Unit has received a Service Level Agreement (SLA) from Belfast City Council (BCC), the Lead Delivery Council, to formalise this arrangement (attached as Appendix 1 EH for Members’ information). This SLA clarifies the roles and responsibilities of all parties in satisfying the requirements of the HMO Act. There is no cost to this council for the delivery of this service.
1.6	The SLA is an essential element between BCC, the Lead Delivery Council, and the sub-regional lead Councils that are part of the current delivery model (Causeway Coast and Glens Borough Council and Derry City and Strabane District Council). Key aspects of the SLA include, <i>inter alia</i> the following: • Provisions to assist the Lead Delivery Council and cluster lead councils to implement and administer the mandatory licensing scheme. • Definition of the roles, responsibilities and obligations of those Councils included and bound by the SLA.

	• Provision to jointly review performance under the SLA on a regular basis with the SLA partners ensuring that necessary action agreed is taken to maintain a high level of service delivery. • Details relating to the funding, financial and other resource arrangements. • Separate SLAs will cover the provision of Legal Services and ICT.	
1.7	The committee is requested to grant approval for the Chief Executive to sign the document on behalf of Lisburn & Castlereagh City Council.	
2.0	<u>Recommendation</u> It is recommended that the committee approves • the Chief Executive to sign the SLA between Belfast City Council and Lisburn & Castlereagh City Council to satisfy the requirements of the Houses in Multiple Occupation Act (NI) 2016 in delivering the mandatory licensing scheme.	
3.0	<u>Finance and Resource Implications</u> None.	
4.0	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out	N/A
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.	N/A

Appendices:	Appendix 1 EH – NIHMO Service Level Agreement
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SERVICE LEVEL AGREEMENT

Between **Belfast City Council** (Lead Delivery Council)

and

Causeway Coast and Glens Borough Council (cluster area 2); Mid and East Antrim Borough Council; Antrim and Newtownabbey Borough Council; Lisburn and Castlereagh City Council; and Ards and North Down Borough Council

and

Derry City and Strabane District Council (cluster area 3); Fermanagh and Omagh District Council; Mid Ulster District Council; Newry Mourne and Down District Council; and Armagh Banbridge and Craigavon Borough Council.

Regarding

The Roles, Responsibilities and Obligations of the Signatory Councils to Administer and Fulfil the HMO Licencing Requirements Set Out in the ‘Houses in Multiple Occupation Act (NI) 2016’

1 June 2026 to 31 March 2029

Effective date: 1 June 2026

Approval of the Service Level Agreement

This document identifies the roles of all parties to ensure effective working in partnership to satisfy the requirements of the Houses in Multiple Occupation Act (NI) 2016 and in delivering the mandatory licensing scheme.

In signing below, I agree to the terms and conditions outlined in this Service Level Agreement

1. Signed

Chief Executive of Belfast City Council

Date

2. Signed

Chief Executive of Causeway Coast and Glens Borough Council

Date

3. Signed

Chief Executive of Derry City and Strabane District Council

Date

4. Signed

Chief Executive of Council

Date

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1.0 Foreword

Houses in Multiple Occupation Act (NI) 2016

The Houses in Multiple Occupation Act (Northern Ireland) 2016 (“2016 Act”) which received Royal Assent on 12th May 2016 came into operation on the 1 April 2019.

The purpose of the 2016 Act was to better protect tenants living in HMOs by introducing a system of mandatory licensing and new provisions about standards of housing. The HMO Act also streamlined the definition of an HMO and clarified the law in relation to a number of issues such as overcrowding.

The effective implementation of the 2016 Act has had a positive impact on the lives of those living in HMOs, the owners of HMOs, and the residents of the communities in which HMOs are located.

An economic appraisal commissioned by the Department for Communities considered a number of delivery options prior to the implementation of the 2016 Act. The appraisal included financial and option modelling.

This appraisal recognised that whilst an 11-council model was the most desirable it would mean that full cost recovery for councils would prove difficult and could create a potential rate base burden on councils as the service would have to be provided within existing resources. It was considered that the only way to negate these risks and provide a cost neutral and fit for purpose service was to cluster councils and provide the new regime via a shared service.

The appraisal also recognised that to properly satisfy the requirements of the legislation, a new ICT system would be required to support HMO Licensing. The Idox public protection system was selected as the IT solution to deliver the regulatory requirements of the 2016 Act, the system includes a public interface for making HMO licence applications.

The selected model for service delivery was to cluster councils on a geographical basis, the cluster leads being those areas with the largest number of HMOs, Belfast, Causeway Coast and Glens, and Derry City and Strabane.

2.0 Agreement Overview

This Service Level Agreement (SLA) clarifies the roles and responsibilities of all parties in satisfying the requirements of the HMO Act.

The SLA is an essential element between the agreed lead delivery council (Belfast City Council) and the sub-regional lead Councils that are part of the current delivery model (Causeway Coast and Glens Borough Council and Derry City and Strabane District Council). Key aspects of the SLA include, *inter alia* the following:

- Provisions to assist the lead delivery Council and cluster lead Councils to implement and administer the mandatory licensing scheme.
- Definition of the roles, responsibilities and obligations of those Councils included and bound by the SLA.
- Provision to jointly review performance under the SLA on a regular basis with the SLA partners ensuring that necessary action agreed is taken to maintain a high level of service delivery.
- Details relating to the funding, financial and other resource arrangements.
- Separate SLAs will cover the provision of Legal Services and ICT.

3.0 Designations

For the purpose of this document the designations include:

Lead Delivery Council	Belfast City Council
Sub-regional / cluster lead Councils	Belfast City Council
	Causeway Coast and Glens Borough Council (Cluster Area 2)
	Derry City and Strabane District Council (Cluster Area 3)
Document owners	Belfast City Council
	Causeway Coast and Glens Borough Council
	Derry City and Strabane District Council
Signatories	Chief Executives, or their nominee
Primary Stakeholders	Elected Council Members
	All 11 Councils in Northern Ireland
	Department for Communities
Other stakeholders	Owners/managing agents of HMOs
	Tenants of HMOs
	Residents of communities in which HMOs are located

4.0 Shared objectives

The shared objectives of this agreement are:

To maintain the provisions under which a regional framework assists the Councils to work collaboratively to provide an ICT support system for the HMO Licensing Service, and to meet all its enforcement obligations and other responsibilities under the 2016 Act.

To define the roles, responsibilities and obligations of the service providers and stakeholders within Northern Ireland.

The agreement updates the existing SLA which came into operation on the 1 April 2019 and it shall continue in force indefinitely unless superseded by another SLA or equivalent, or unless terminated in circumstances detailed below (see section 12.14).

5.0 Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide a consistent HMO Licencing Service, support and delivery between the signatories and the service providers and to promote positive working in partnership.

The **goal** of this Agreement is to obtain mutual agreement on HMO Licensing Service provision between the signatories.

The **objectives** of this Agreement are to:

- fulfil the HMO licensing requirements set out by HMO (NI) Act 2016;

- clearly define ownership, accountability, roles and/or responsibilities;
- present a clear, concise and measurable description of service provision to the Customer;
- monitor, license and raise levels of compliance for properties affected by the HMO Act;
- satisfy the requirements of the MoU established and agreed between the Councils and DfC.

6.0 Confidentiality

All information received by Councils or gathered by Councils in the course of the administration and enforcement of the HMO (NI) Act 2016 shall be held in accordance with the individual Council's Records / Information Policy.

Each cluster lead will treat as strictly confidential all information acquired by it from, or about the other councils, and external suppliers. No party will disclose such information to any other party, directly or indirectly, except where disclosure is required by law or is with the relevant party's prior written consent. Such sharing of information is the subject of a data sharing agreement between the councils.

The DfC will monitor the HMO licensing activities of councils and maintain mandatory oversight of the scheme. Via the Memorandum of Understanding with DfC, a monitoring programme identifying distinct functions subject to reporting mechanisms has been created, in consultation with the councils for each financial year.

7.0 Variations or Amendments

There may be circumstances during the term of the SLA which prevent the full discharge of the SLA through no fault of any party. Circumstances in which variations may occur during the period of the SLA may include:

- Non-provision of responsibilities by the service provider or signatory;
- Significant changes in the anticipated workload;
- New regulations or change in policy;
- Performance of hardware / software.

Any proposed variations or amendments to the content of this Agreement shall be made in writing between the parties. Said amendments are not to be unreasonably rejected. All parties will discuss the need for any variation to the SLA at the earliest opportunity and will make any variation by mutual agreement. Where significant variances are highlighted, a rationale must be provided.

8.0 Periodic Review

This Agreement is valid from the effective date outlined herein until further notice. This Agreement should be reviewed at a minimum once per fiscal year. The review process will be initiated and facilitated by Belfast City Council at the last HMO Regional Monitoring Group meeting of cluster leads during each fiscal period.

The cluster leads, signatories or primary stakeholders may propose at any time during the period to revise the agreement and agree any reasonable alteration or addition to or omission from the Agreement. In the event of such a revision being proposed, the cluster leads shall assess what resources, if any, will be involved, prior to mutually agreeing to the revision, and shall agree these costs with other stakeholders prior to any implementation of the revision. In circumstances where such revisions cannot be agreed by the cluster leads, the process will be managed under the terms of section 12.15 resolution of disputes.

However, in lieu of a review during any period specified, the current Agreement will remain in effect. The last HMO Regional Monitoring Group meeting of cluster leads during each fiscal period will provide a forum to review the SLA. The document owners will inform the signatories, and the Department for Communities (DfC), of all subsequent revisions.

Amendments and revisions will be recorded in Section 13.0 of the SLA. During those years where no amendments or revisions have been requested or made to the SLA, a note to this effect will be made following the annual review meeting of the service providers in Section 13.0 (see below).

9.0 Performance Review and Reporting

The Lead Delivery Council shall review performance under the Agreement on a bi-annual basis, progress reports will be provided by the Lead Delivery Council to the cluster leads and the DfC to inform the process. KPIs and other performance indicators identified in the MoU between the DfC and Councils will form the basis of the performance review data. A summary report for each 12-month period will be provided in the fourth quarter report.

The cluster leads will meet bi-annually and as above, the last HMO Regional Monitoring Group meeting of the fiscal year will provide a forum for reviewing the SLA. Notwithstanding any amendments or revisions made during the year to the SLA, and already noted in Section 13.0, a note will be made in Section 13.0 of the year-end review of the SLA.

10.0 Force Majeure

No party to this Agreement shall be liable to the others or shall be held to be in breach of this agreement to the extent that it is prevented, hindered or delayed in the performance or observation of its obligations hereunder due to any cause beyond its control including industrial action, strike, walk out, riot, civil disobedience, inclement weather, inability to obtain supplies, accident or any other contingency whatsoever beyond its reasonable control.

11.0 Governing Law

It is hereby agreed that this Agreement shall be governed by Northern Ireland law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

12.0 Implementation and Operation of the Licensing Scheme under the HMO Act (NI) 2016.

12.1 Financial arrangements

Each cluster lead will be responsible for their own budget planning and setting, to provide for the management of relevant operations of the HMO function within their cluster.

Belfast City Council will administer the scheme throughout Northern Ireland in its role as the Lead Delivery Council, and as the employing authority, will receive income from the scheme, which will include fees received from HMOs licenced throughout Northern Ireland, both new HMOs and renewals, and income from fixed penalty notices.

The cluster leads and the DfC will ensure the service is cost neutral.

Expenditure will include all normal and reasonable costs associated with running a licensing scheme of this nature, and will include staff costs, direct, indirect and overhead costs.

The fee structure will be periodically reviewed to ensure the service operates on a cost neutral basis for councils.

12.2 Resources

It will be the responsibility of the Lead Delivery Council to ensure that adequate staff resources are in place, available and appropriate to exercise the functions in relation to HMO licensing and enforcement under the Houses in Multiple Occupation Act (Northern Ireland) 2016.

Each cluster lead will ensure that appropriate resources are available to meet the anticipated needs of their responsibilities for service delivery and management within that cluster, outside of the administrative and technical functions being delivered by Belfast City Council.

The Lead Delivery Council will ensure that staff resources are allocated between clusters, to ensure consistent service delivery across all council areas.

Individual councils will ensure there is an ability to provide 'hot desk' accommodation for Licensing and Enforcement Officers / Technical Officers undertaking work in their council areas, where access to such office/desk accommodation might be required. Local councils will nominate a point of contact for Licensing and Enforcement Officers / Technical Officers.

12.3 Charges and Liabilities

The Councils shall bear their own costs and expenses incurred in complying with their obligations, listed in the Appendix 1.

The Councils will remain liable for any losses or liabilities due to their own or their employee's actions and no Council intends that the other Councils shall be liable for any loss it suffers as a result of this SLA.

The partners will promote consistency in enforcement. However, this SLA does not restrict the powers of authorised officers of the Councils from discharging their duties under any other legislative framework.

Whilst it is understood this will occur only in exceptional circumstances, in instances where parties to this agreement undertake work that is not normally their responsibility as per Appendix 1, i.e. occasions where the work requested to be undertaken has been specifically requested by the Lead Delivery Council or a Cluster Lead Council, in order to provide support to the Lead Delivery Council or a Cluster Lead Council in

the delivery of its responsibilities in managing the scheme, provision is made for the council to make claim to the Lead Delivery Council or a Cluster Lead Council, in arrears, for the costs of the activity provided. The relevant parties will need to agree the work in advance, agree or estimate the likely cost and be satisfied that funds are released appropriately and only to cover costs incurred. To achieve this evidence of the activity will be required. Such claims will be made quarterly, using a template claim form. The template claim form will detail time allocations to each of the activities that have been undertaken by the council. The Lead Delivery Council will undertake periodic audits of the claims being made.

12.4 Line Management

Line management of the staff resources will be undertaken by the Lead Delivery Council via the post holder's terms and conditions with the service provider i.e. Belfast City Council. Where staff undertake work in a cluster other than their own, e.g. Belfast City Council staff working in other cluster areas, while they may be required to report in to an assigned officer within the cluster they are allocated to, formal line management of the person will remain the responsibility of the Lead Delivery Council.

12.5 Monitoring and Reporting

The cluster councils are responsible for the monitoring of the delivery of the scheme on an ongoing basis, across the cluster areas. Monitoring information will be collated by the service provider and will form the basis of data to be presented at the regular HMO Regional Monitoring Group meetings, as per 9.0 Performance Review and Reporting. Such data collection and monitoring, and performance indicators, have been agreed between the Department, Lead Delivery Council and cluster leads and can be revised and updated on agreement between the parties.

Where data from the other cluster leads is required by the service provider for reporting and monitoring purposes, it will be provided by the lead clusters on request of the Lead Delivery Council. This will be managed under a data sharing agreement to be agreed between the councils.

12.6 Training

The Lead Delivery Council/employing authority will be responsible for the training needs of all NIHMO Unit staff. Cluster leads and local councils will supply any additional training for their staff as identified and required.

12.7 ICT Support

An SLA regarding ICT functions and support is the subject of a separate and specific agreement between the Cluster Lead Councils and Belfast City Council, as the lead provider of ICT.

12.8 Enforcement Decisions

In the case of fixed penalty notices, the issuing of notices and subsequent enforcement action will be undertaken by the Lead Delivery Council. The income from fixed penalty notices will be collected by the Lead Delivery Council.

The relevant local council will be informed of any fixed penalty notices issued. The Lead Delivery Council will provide advice to the councils where it is considered that further enforcement action is required within their council area. Data sharing agreements between the cluster leads will allow for data on these activities to be shared between the cluster leads and the council area within which the HMO is located.

In the event that a Service Provider solicitor is unavailable during non-working hours, and an HMO Licensing and Enforcement Officer / Technical Officer consider that there is an emergency, s/he may revoke a licence, subject to having the necessary authorisation under the relevant Council's Scheme of Delegation.

The decision to take legal action will lie with individual councils. Prosecutions that may be required will be managed collaboratively between the Lead Delivery Council and the relevant local council. The legal process will be undertaken in the council area within which the offence took place. The Lead Delivery Council will provide resources (i.e. legal support and officers for court attendance) should prosecutions be undertaken, but the responsibility for the decision and initiation of such court action will rest with the respective local council.

An SLA regarding Legal Services and functions is the subject of a separate and specific agreement between the cluster area councils and Belfast City Council, as the lead provider of legal services to the scheme.

12.9 Licence Applications

The Lead Delivery Council will administer the process for renewal licence applications. This will include the administration of the application and inspection process. The Lead Delivery Council will consult with the relevant local council in relation to all renewal applications. Local councils will nominate a point of contact to receive all applications, and respond within agreed statutory timescales, regarding local issues such as environmental health matters and in conjunction with any other relevant department local councils wish to involve.

The Lead Delivery Council will make a recommendation to the local council regarding the issuing of the licence (Notice of Proposed Decision). The Lead Delivery Council will oversee the issuing of a renewal licence to the owner of the HMO on behalf of the local council.

In the case of new licence applications, the Lead Delivery Council will administer the application process. This will include the administration of the application and inspection process. The Lead Delivery Council will consult with the relevant local council in relation to all new applications. Local councils will nominate a point of contact to receive all applications, and respond within agreed statutory timescales, regarding local issues such as planning consent (a response to any planning enquiry should be returned to the Lead Delivery Council within 5 working days from date of receipt by the local council), environmental health matters and in conjunction with any other relevant department local councils wish to involve. The Lead Delivery Council will also oversee the required process for placement of newspaper advertisements for the proposed HMO, and collate any objections received. The process of committee hearings, and the arrangements for objectors to attend committee hearings in person, will be managed by the relevant local council. The relevant local council will inform the Lead Delivery Council of their Committee and Council decisions.

The Lead Delivery Council will oversee the issuing of the Notice of Determination to each relevant person on behalf of the local council. If required, the Lead Delivery Council will provide legal and officer support including committee attendance to the respective Council.

12.10 Information Requests / Media Enquiries

Local information requests (i.e. FOI) or media enquiries will be dealt with by officers from the relevant Council area (i.e. this is not necessarily the responsibility of the cluster lead and/or the service provider). The Lead Delivery Council will provide such information and advice that may be requested or required to assist the local officers in managing the enquiry.

Where information requests or media enquiries encompass more than one Council area, the cluster lead(s) for those areas, will be responsible for coordinating any required contact and responses. If the Lead Delivery Council is not directly involved, it will provide information to support the enquiry or request, though not necessarily (unless directly involved in the case) actual management or direct resource support.

In such instances that a more comprehensive response, covering the whole region, is required, it will be managed and overseen by a nominated officer from Lead Delivery Council. In such cases, this may require significant liaison between councils across the region. It is expected and anticipated that the relevant councils will provide such information, appropriate and relevant resources, and assistance, in a timely manner so that the Lead Delivery Council can liaise and manage any response across the region as is necessary.

12.11 Legal Services

An SLA regarding Legal Services is the subject of a separate and specific agreement between the councils and Belfast City Council, as the lead provider of Legal Services.

12.12 Regional HMO Forums

The HMO Regional Monitoring Group will continue to meet bi-annually.

The cluster leads, as per 9.0 above, will meet to review performance.

The cluster leads and / or the Lead Delivery Council will report to EHNI as necessary to -

- Ensure consistency and efficient working practice and collaborative working;
- Implement agreed policy from the HMO Regional Monitoring Group;
- Provide the means to translate central government recommendations into policy appropriate for local government;
- Maintain an overview of HMO scheme tasks and duties;
- Deal with routine issues arising from the HMO Regional Monitoring Group;
- Consider issues raised from the Public Health and Housing Sub-Group.

The Lead Delivery Council will nominate a representative from the HMO Licensing Service to liaise with the EHNI Public Health and Housing Sub-Group and their role will be to update colleagues in relation to technical or other HMO activities, share information and have an understanding of each other's work.

12.13 Health and Safety

Council employees must adhere to the H&S requirements of their employer council. This includes adherence to H&S requirements specific to Council offices, as well as in the delivery of services external to the Council offices such as lone working and site specific requirements. Officers engaged in inspections and other duties in council areas other than their employing council area will show cognisance of the health and safety requirements of those councils.

12.14 Termination

This SLA may be terminated by any of the signatories where any of the other signatories is in breach of any of its obligations under this Agreement, and in the case of a breach capable of rectification, where the defaulting signatory fails to remedy the breach within 28 days of having been given notice of same, by one of the other signatories.

Further, the SLA may continue in full force and effect from the commencement date until the earlier of the following dates:

- All the Councils agree in writing to its termination, or
- There is only one remaining Council that has not withdrawn from the SLA.

The SLA may be terminated by any of the signatories by giving at least 6 months written Notice to the other signatories.

Termination of the SLA shall not, in any way, remove any responsibility of any of the signatories for enforcement of the HMO Act 2016.

12.15 Resolution of Disputes

All Councils will use their best endeavours to work together to achieve the aims and objectives of the SLA and avoid disputes.

Any day to day matters which give cause for concern or dispute, which have the potential to impact on the fulfilment of requirements within the Agreement, and which cannot be resolved by the officers directly involved, will be referred to line management.

If a situation arises which line managers are unable to resolve, it will be referred to the relevant Head of Service or Director.

Disputes that cannot be resolved, or have the potential to impact across cluster boundaries, or have the potential to impact on the functioning of the SLA, will be referred to the HMO Regional Monitoring Group for consideration and resolution.

13.0 Amendments and Revisions to the Service Level Agreement

Document Owner: Chief Executive of the 3 Cluster Lead Councils or their nominee		
Revision/review reference:	Revision/review date:	Author:
Version 1.0 – Original SLA	April 2019	
Version 1.1 – Updated SLA	April 2026	H Morrissey and K Bloomfield, Belfast City Council.

Appendix 1: Table outlining Council responsibilities expected via the SLA

Item	Lead delivery council (BCC)	Sub-regional / cluster lead Councils (BCC, CC&GBC, DC&SDC)	All councils
7.0 Variations or Amendments			
Any proposed variations or amendments to the content of this Agreement shall be made in writing between the parties. Said amendments are not to be unreasonably rejected. All parties will discuss the need for any variation to the SLA at the earliest opportunity and will make any variation by mutual agreement. Where significant variances are highlighted, a rationale will be provided.			
8.0 Periodic Review			
The cluster leads, signatories or primary stakeholders may propose at any time during the period to revise the agreement and agree any reasonable alteration or addition to or omission from the Agreement.			
The last HMO Regional Monitoring Group meeting of cluster leads during each fiscal period will provide a forum to review the SLA.			
9.0 Performance Review and Reporting			
The Lead Delivery Council shall review performance under the Agreement on a bi-annual basis, progress reports will be provided by the Lead Delivery Council to the cluster leads and the DfC to inform the process.			
The cluster leads will meet bi-annually and the last HMO Regional Monitoring Group meeting of the fiscal year will provide a forum for reviewing the SLA.			
12.1 Financial Arrangements			
Each cluster lead will be responsible for their own budget planning and setting, to provide for the management of relevant operations of the HMO function within their cluster.			
Belfast City Council will administer the scheme throughout Northern Ireland in its role as the Lead Delivery Council, and as the employing authority, will receive income from the scheme.			
12.2 Resource			
It will be the responsibility of the Lead Delivery Council to ensure that adequate staff resources are in place, available and appropriate to exercise the functions in relation to HMO licensing and enforcement under the Houses in Multiple Occupation Act (Northern Ireland) 2016.			
Each cluster lead will ensure that appropriate resources are available to meet the anticipated needs of their responsibilities for service delivery and management within that cluster, outside of the administrative and technical functions being delivered by Belfast City Council.			
The Lead Delivery Council will ensure that staff resources are allocated between clusters, to ensure consistent service delivery across all council areas.			
Individual councils will ensure there is an ability to provide 'hot desk' accommodation for Licensing and Enforcement Officers / Technical Officers undertaking work in their council areas, where access to such office/desk accommodation might be required.			
Local councils will nominate a point of contact for Licensing and Enforcement Officers / Technical Officers.			
12.3 Charges and liabilities			
The Councils shall bear their own costs and expenses incurred in complying with their obligations.			
The Councils will remain liable for any losses or liabilities due to their own or their employee's actions and no Council intends that the other Councils shall be liable for any loss it suffers as a result of this SLA.			
In instances where parties to this agreement undertake work that is not normally their responsibility as per Appendix 1, i.e. occasions where the work requested to be undertaken has been specifically requested by the Lead Delivery Council or a Cluster Lead Council, provision is made for the council to make claim to the Lead			

Delivery Council or a Cluster Lead Council, in arrears, for the costs of the activity provided.			
The Lead Delivery Council will undertake periodic audits of the claims being made.			
12.4 Line Management			
Line management of the staff resources will be undertaken by the Lead Delivery Council via the post holder's terms and conditions with the service provider i.e. Belfast City Council.			
Where staff undertake work in a cluster other than their own, e.g. Belfast City Council staff working in other cluster areas, while they may be required to report in to an assigned officer within the cluster they are allocated to, formal line management of the person will remain the responsibility of the Lead Delivery Council.			
12.5 Monitoring and Reporting			
The cluster councils are responsible for the monitoring of the delivery of the scheme on an ongoing basis, across the cluster areas			
Monitoring information will be collated by the service provider.			
Where data from the other cluster leads is required by the service provider for reporting and monitoring purposes, it will be provided by the lead clusters on request of the Lead Delivery Council.			
12.6 Training			
The Lead Delivery Council/employing authority will be responsible for the training needs of all NIHMO Unit staff.			
Cluster leads and local councils will supply any additional training for their staff as identified and required.			
12.7 ICT Support			
An SLA regarding ICT functions and support is the subject to a separate and specific agreement between the Cluster Lead Councils and Belfast City Council, as the lead provider of ICT.			
12.8 Enforcement Decisions			
In the case of fixed penalty notices, the issuing of notices and subsequent enforcement action will be undertaken by the Lead Delivery Council			
The income from fixed penalty notices will be collected by the Lead Delivery Council.			
The relevant local council will be informed of any fixed penalty notices issued. The Lead Delivery Council will provide advice to the councils where it is considered that further enforcement action is required within their council areas.			
In the event that a Service Provider solicitor is unavailable during non-working hours, and an HMO Licensing and Enforcement Officer / Technical Officer considers that there is an emergency, s/he may make revoke a licence, subject to having the necessary authorisation under the relevant Council's scheme of delegation.			
The decision to take legal action will lie with individual councils.			
Prosecutions that may be required will be managed collaboratively between the Lead Delivery Council and the relevant local council.			
The legal process will be undertaken in the council area within which the offence took place.			
The Lead Delivery Council will provide resources (i.e. legal support and officers for court attendance) should prosecutions be undertaken, but the responsibility for the decision and initiation of such court action will rest with the respective local council.			
12.9 Licence Applications			
The Lead Delivery Council will administer the process for renewal licence applications. This will include the administration of the application and inspection process.			
The Lead Delivery Council will consult with the relevant local council in relation to all renewal applications. Local councils will nominate a point of contact to receive all applications, and respond within agreed statutory timescales, regarding local issues such environmental health matters and in conjunction with any other relevant department local councils wish to involve.			
The Lead Delivery Council will make a recommendation to the local council regarding the issuing of the licence (Notice of Proposed Decision).			
The Lead Delivery Council will oversee the issuing of a renewal licence to the owner of the HMO on behalf of the local council.			

In the case of new licence applications, the Lead Delivery Council will administer the application process. This will include the administration of the application and inspection process.			
The Lead Delivery Council will consult with the relevant local council in relation to all new applications. Local councils will nominate a point of contact to receive all applications, and respond within agreed statutory timescales, regarding local issues such as planning consent, environmental health matters and in conjunction with any other relevant department local councils wish to involve.			
The Lead Delivery Council will also oversee the required process for placement of newspaper advertisements and site notices at the proposed HMO, and collate any objections received.			
The process of committee hearings, and the arrangements for objectors to attend committee hearings in person, will be managed by the relevant local council.			
The relevant local council will inform the Lead Delivery Council of their Committee and Council decisions.			
The Lead Delivery Council will oversee the issuing of the Notice of Determination to each relevant person on behalf of the local council.			
If required, the Lead Delivery Council will provide legal and officer support including committee attendance to the respective Council.			
12.10 Information Requests and Media Enquiries			
Local information requests (i.e. FOI) or media enquiries will be dealt with by officers from the relevant Council area (i.e. this is not necessarily the responsibility of the cluster lead and/or the service provider).			
The Lead delivery Council will provide such information and advice that may be requested or required to assist the local in managing the enquiry.			
Where information requests or media enquiries encompass more than one Council area, the cluster lead(s) for those areas, will be responsible for coordinating any required contact and responses.			
If the Lead delivery Council is not directly involved, it will provide information to support the enquiry or request, though not necessarily (unless directly involved in the case) actual management or direct resource support.			
In such instances that a more comprehensive response, covering the whole region, is required, it will be managed and overseen by a nominated officer from Lead Delivery Council. In such cases, this may require significant liaison between councils across the region.			
12.11 Legal Services			
An SLA regarding Legal Services is the subject of a separate and specific agreement between the councils and Belfast City Council, as the lead provider of Legal Services.			
12.12 Regional HMO Forums			
The HMO Regional Monitoring Group will continue to meet bi-annually.			
The cluster leads and / or the Lead Delivery Council will report to EHNI as necessary.			
The Lead Delivery Council will nominate a representative from the HMO Licensing Service to liaise with the EHNI Public Health and Housing Sub-Group and their role will be to update colleagues in relation to technical or other HMO activities, share information and have an understanding of each other's work.			
12.13 Health and Safety			
Council employees must adhere to the H&S requirements of their employer council.			
12.14 Termination			
This SLA may be terminated by any of the signatories where any of the other signatories is in breach of any of its obligations under this Agreement, and in the case of a breach capable of rectification, where the defaulting signatory fails to remedy the breach within 28 days of having been given notice of same, by one of the other signatories.			
Further, the SLA may continue in full force and effect from the commencement date until the earlier of the following dates: All the Councils agree in writing to its termination, or There is only one remaining Council that has not withdrawn from the SLA.			
The SLA may be terminated by any of the signatories by giving at least 6 months written Notice to the other signatories.			
12.15 Resolution of Disputes			
All Councils will use their best endeavours to work together to achieve the aims and objectives of the SLA and avoid disputes.			

Any day to day matters which give cause for concern or dispute, which have the potential to impact on the fulfilment of requirements within the Agreement, and which cannot be resolved by the officers directly involved, will be referred to line management. If a situation arises which line managers are unable to resolve, it will be referred to the relevant Head of Service or Director.			
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Committee:	Environment & Sustainability
Date:	7 October 2026
Report from:	Head of Service - Environmental Health, Risk and Emergency Planning

Item for:	Decision
Subject:	Drinking Water Inspectorate (DWI) Service Level Agreement

1.0	<u>Background and Key Issues</u>
1.1	The Environmental Health, Risk and Emergency Planning Service Unit has received a Service Level Agreement (SLA) from the Drinking Water Inspectorate for Northern Ireland (DWI) acting on behalf of the Department of Agriculture, Environment and Rural Affairs (DAERA).
1.2	This Agreement outlines the arrangement between the Drinking Water Inspectorate for Northern Ireland and Lisburn & Castlereagh City Council, appointed as a competent person, for the purpose of undertaking risk assessments and sampling of private water supplies under The Private Water Supplies Regulations (Northern Ireland) 2017 on behalf of DWI 2017.
1.3	The <i><u>'Drinking Water and Health: a Guide for Public and Environmental Health Professionals and for those in the Water Industry in Northern Ireland'</u></i> document (referred to in the SLA as 'the Framework'), which is produced by the Drinking Water and Health Liaison Group, outlines the roles and responsibilities of the key partner organisations and provides the basis for this Agreement.
1.4	The Agreement replaces the current agreement and will remain in force for a period of 2 years. At the expiry of the 2-year period, the parties may agree to extend the SLA on a bi-annual basis thereafter.
1.5	Members are requested to review the attached SLA and grant approval for the Chief Executive to sign on behalf of Lisburn & Castlereagh City Council.
2.0	<u>Recommendation</u> It is recommended that Committee: approves the Chief Executive to sign the SLA between The Drinking Water Inspectorate (on behalf of DAERA) and Lisburn & Castlereagh City Council for the purpose of undertaking risk assessments and sampling of private water supplies under The Private Water Supplies Regulations (Northern Ireland) 2017 on behalf of DWI.
3.0	<u>Finance and Resource Implications</u> The Council will invoice DWI quarterly for risk assessments completed, or samples taken for analysis in line with the planned inspection programme.

4.0	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out	N/A
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.	N/A

Appendices:	Appendix 2 EH – DWI Service Level Agreement
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SERVICE LEVEL AGREEMENT

For the provision of services by:

The Environmental Health Department of

XXXX Council

to The Drinking Water Inspectorate for Northern Ireland

BETWEEN:

- (1) **XXXX** Council of (**insert Council address**) (hereinafter known as 'The Council')
and
- (2) Drinking Water Inspectorate for Northern Ireland acting on behalf of the
Department of Agriculture, Environment and Rural Affairs (DAERA) of 17
Antrim Road, Tonagh, Lisburn, Co. Antrim, BT28 3AL (hereinafter referred to as
DWI) together known as 'the Parties'.

Schedule of Amendments

Version Number	Issue Date	Detail of amendments from previous version	
		Section	Amendment
1.0	17 May 2017	N/A	
2.0	27 May 2020	1.2	Updated link to most recent version of Drinking Water and Health Guidance Document
		2.1	Replace <i>'take effect from'</i> with <i>'replace the current agreement'</i>
		3.2	Insert <i>'including reviews'</i> after <i>'Private Supplies Risk Assessment'</i>
		6.3	Replace <i>'from time to time with the agreement of both Parties'</i> with <i>'in line with the review of this SLA'</i>
		7.1	Replace paragraph
		8.0	Insert <i>'A Data Sharing Agreement will be signed between the parties outlining how the information which is shared is stored and used.'</i>
		11.0	Insert <i>'pandemic'</i>
		Annex A, Page 9: Private Supplies Investigations	Replace paragraph
		Annex B	Updated references to year of Regulations
		Annex C	Replace <i>Updated Schedule of Fees</i>
		Annex D	Insert new Annex
3.0	15 December 2021	Appendix 1	Amendment to Section 8.1: • Insert wording <i>'2018 and the UK General Data Protection Regulation'</i> after <i>'Data Protection Act'</i> • Replace the wording <i>'A Data Sharing Agreement'</i> with <i>'A Data Processing Contract (Appendix 1).'</i> Insert the word <i>'processed /'</i> before <i>'shared'</i> Add Appendix 1 – Data Processing Contract Remove Schedule of Amendments from Annex D to front of document
		Annex A	Amendments to Annex A: Private Supplies Risk Assessments; Private Supplies Investigations; Private Supply Training / Competency

4.0	16 October 2025	N/A	Update to DWI address
		1.2	Updated link to most recent version of Drinking Water and Health Guidance Document
		Annex B	Update to new NIEA tri-lingual logo
		Annex C	Update to Schedule of fees
		Appendix 1	Update to new NIEA tri-lingual logo
			Amendment to Section 1.0 to update DWI address

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1.0 LEGISLATIVE BACKGROUND AND AUTHORISATION

- 1.1 This agreement outlines the arrangement between the Drinking Water Inspectorate for Northern Ireland and XXXX Council, appointed as a competent person, for the purpose of undertaking on behalf of the DWI risk assessments and sampling of private water supplies under The Private Water Supplies Regulations (Northern Ireland) 2017.
- 1.2 The ['Drinking water and health: a guide for public and environmental health professionals and for those in the water industry in Northern Ireland'](#)¹ document (hereinafter referred to as 'the Framework'), produced by the Drinking Water and Health Liaison Group outlines the roles and responsibilities of the key partner organisations and provides the basis for this agreement.

2.0 TERMS OF AGREEMENT

- 2.1 The Agreement shall replace the current agreement from the date of signature by both parties and shall remain in force for a period of two years (unless terminated in accordance with 2.2). At the expiry of the two year period, the parties may agree to extend the SLA on a bi-annual basis thereafter.
- 2.2 The Agreement may be terminated or not extended (as in Section 2.1) by either party on 12 months' written notice.
- 2.3 The Agreement shall be reviewed at least every two years, or on request at any time by either party (in accordance with Section 12.0). Any revised Agreement must have the approval of both Parties.
- 2.4 Any dispute in relation to the operation of the Agreement can be raised at the Annual Meeting (Section 7) for resolution. Any dispute requiring urgent resolution should be raised in writing by the relevant signatory(s) to the Chief Inspector of Drinking Water for resolution.

¹ Drinking water and health: a guide for public and environmental health professionals and for those in the water industry in Northern Ireland.
<https://www.niwater.com/media/qlaepsdr/guidanceondrinkingwaterandhealthmay2023.pdf>

3.0 OBJECTIVES

3.1 The objectives of the Agreement are to establish administrative provision under which the Council will provide the professional services of council staff in roles where they are acting as agents of the DWI. It will enable the Council to provide sampling, risk assessment, and investigatory services, including staff and resources to DWI as defined in 3.2, and to define each party's role, responsibilities and obligations as detailed in the Annex A to this document. It will enable the DWI to individually authorise the Council to carry out duties on their behalf.

3.2 The services being provided by each of the Parties hereto are as listed below hereinafter referred to as the "Services". Further detail of the exact nature of the Services being provided is set out in Annex A hereto.

- **Private Supplies Registration**
- **Private Supplies Risk Assessment (including reviews)**
- **Private Supplies Sampling**
- **Private Supplies Investigations**
- **Private Supplies Training / Competency**

4.0. OPERATING PROCEDURES FOR THE COUNCIL

4.1 The Council shall ensure that delivery of the Services is carried out expeditiously and competently, in accordance with such timescales, conditions and costs as may be agreed with DWI.

4.2 The Council shall use reasonable endeavours to ensure that the staff resources necessary to discharge the Services are available.

4.3 Both the DWI and the Council have a legal obligation for the Health and Safety of their respective staff. The Parties hereto shall take all reasonable steps to ensure that all employees involved with the Services comply with the requirements of the Health & Safety at Work (Northern Ireland) Order 1978 and such other regulations as required.

5.0. OPERATING PROCEDURES FOR DRINKING WATER INSPECTORATE (DWI)

- 5.1 DWI is responsible for specifying the exact nature of the service required of the Council; monitoring the delivery of these services in accordance with this Agreement and subject to satisfactory completion of services, ensuring payment of agreed costs within 30 days from receipt of invoice.
- 5.2 DWI will issue quarterly invoice requests to the Council detailing the sampling and risk assessments undertaken in the previous quarter (3 months).
- 5.3 An annual programme of sampling will be issued by 31 December each year. This schedule will be subject to review and updated at least quarterly.
- 5.4 DWI will provide the Council with training, equipment and all sampling kit consumables as required to conduct sampling and risk assessments of registered private water supplies.
- 5.5 DWI will provide technical advice and guidance to the Council in relation to private water supplies.
- 5.6 All council staff carrying out duties on behalf of the DWI should be individually authorised by the DWI to perform those duties. A sample authorisation document is attached at Annex B.

6.0. BILLING ARRANGEMENTS

- 6.1 The Council will provide quarterly invoices to DWI based on the invoice requests issued by DWI for each quarter. DWI will ensure invoices are paid within 30 days of receipt.
- 6.2 The Chief Inspector of Drinking Water in consultation with the Council through Environmental Health NI (EHNI) will agree a Schedule of Fees which would be standard for all Councils.
- 6.3 The Schedule of Fees is given in Annex C and shall be updated in line with the review of this SLA, with the agreement of both Parties.

7.0 ANNUAL MEETING & ONGOING ENGAGEMENT

- 7.1 DWI will engage with the Council through Environmental Health (NI) (EHNI) and agree the membership and Terms of Reference for a Drinking Water Working Group. DWI will attend the EHNI every two years or as required at the request of either party. The Drinking Water Working Group will meet annually to discuss the provision of services covered by this agreement.
- 7.2 All day-to-day matters relating to the services covered by this Agreement shall be conducted by officers of either party operating under the terms of the Agreement.

8.0 CONFIDENTIALITY

- 8.1 Information relating to private drinking water supplies will be subject to the requirements of the Data Protection Act 2018 and the UK General Data Protection Regulation. All information received by or gathered by the Parties as a result of performing the Services shall be held in accordance with the Parties' respective Records Management / Information policy. A Data Processing Contract (Appendix 1) will be signed between the parties outlining how the information which is processed / shared is stored and used.

9.0 LIABILITY

Each Party shall indemnify and keep indemnified, the other, against all claims, proceedings actions, damages, legal costs, expenses, fines, penalties, demands, loss or damage and any other liabilities, howsoever arising, whether in contract, tort, under statute, common law or otherwise directly or indirectly out of or in the course of or in connection with any provision or failure to provide those Services set out in this Agreement which are the responsibility of that party.

10.0 COMPLAINTS

If a complaint is received by either party in respect of the services carried out under this agreement, the Party receiving the complaint will inform the other in writing and the Parties will agree which Party will investigate the complaint.

11.0 FORCE MAJEURE

Neither party to this Agreement shall be liable to the other or shall be held to be in breach of this Agreement to the extent that it is prevented, hindered or delayed in the performance or observation of its obligations hereunder due to any cause beyond its control (including industrial action, strike, walk out, riot, civil disobedience, inclement weather, inability to obtain supplies, accident, pandemic or any other contingency whatsoever beyond its reasonable control).

12.0 AGREEMENT VARIATIONS

Both parties may request amendments to the scope of Services at any time by submitting a written request to the other party. Any variations will be made only with the consent of both Parties in writing. PROVIDED ALWAYS that DWI can agree that a variation can be implemented across all local Councils in Northern Ireland.

13.0 DISPUTE RESOLUTION

A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.

The Parties shall use all reasonable efforts to resolve any dispute that may arise under this SLA through good faith negotiations. Each party shall nominate a senior representative of its management to meet at any mutually agreed location to resolve the dispute.

Where an attempt to resolve any dispute under this SLA and where initial contact between representatives of management of either Party has failed, the matter will be escalated to a discussion between a member of senior management from both parties hereto.

14.0 CONFLICT OF INTEREST

In the circumstances where the Council is providing the Service on premises which are in the ownership or control of the Council it is acknowledged that there may be a conflict of interest arising. The Council shall inform the DWI, if it believes that there may be a conflict of interest. The DWI shall, in consultation with the Council provide

such staff as are necessary to assist with or carry on the Services in order to investigate a failure on the Council premises.

15.0 GOVERNING LAW

It is hereby agreed that this Agreement shall be governed by Northern Ireland law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

16.0 AUTHORISATION

16.1 The authorised person² within the council and the Chief Inspector of Drinking Water authorise this agreement.

Council	Print Name	Signature
<i>[Insert the position of relevant authorised person for XXXX Council]</i>		

Drinking Water Inspectorate	Print Name	Signature
Chief Inspector of Drinking Water for Northern Ireland	Berni Corr	

16.2 The Agreement will take effect from *[Insert Date]*

² Chief Executive, Director or Head of Service, as appropriate

OPERATIONAL DELIVERY OF SERVICES

Private Supplies Registration

Councils to:

- Advise DWI of new private water supplies when identified;
- Inform DWI of any changes to registered private supplies;
- Provide information on the annual review of the register of supplies and potential new supplies within required timescales.

Drinking Water Inspectorate to:

- Provide private water supply registration forms for completion;
- Notify council of newly registered supplies where received directly and provide copies of completed registration forms;
- Provide details of registered sites and any known potential new supplies to councils annually for review;
- Manage and maintain register of private water supplies.

Private Supplies Risk Assessment

Councils to:

- Liaise with owner/users to collate information in preparation for the risk assessment;
- Undertake site visit to carry out risk assessment of private water supply;
- Complete/review a risk assessment of private water supply within the required timeframe (within 6 months for new supplies, and review every 5 years or sooner if circumstances change at a site or following an event or critical failure as instructed by DWI);
- Follow up with owner/user on any information outstanding to complete risk assessment/review of the supply;
- Recommend risk assessment actions to DWI.

Drinking Water Inspectorate to:

- Provide methodology and guidance for completion of risk assessments;
- Provide electronic system for collation of risk assessment information;
- Provide historical data, where available, in preparation for risk assessment;
- On request, accompany councils on completion of risk assessments;
- Verify and agree risk assessment actions;

- Issue agreed actions to supply owner;
- Follow-up with supply owner to ensure risk assessment actions implemented;
- Instruct councils on when to complete a risk assessment for new supplies and when to review a risk assessment for existing supplies (every 5 years or sooner if circumstances change at a site or following an event or critical failure).

Private Supplies Sampling

Councils to:

- Liaise with the appointed contractor on the receipt and storage of sample bottles;
- Collect, transport and store samples in accordance with guidance provided by DWI;
- Undertake on-site testing with validated instrumentation and in line with the manufacturer's instructions for equipment being used;
- Ensure accurate completion of field sheets;
- Care for and store sampling kit and meters in accordance with manufacturer's instructions;
- Provide on-site meters for annual validation by DWI and sampling kits for inspection if required;
- Ensure consumables within sample kit are within expiry date;
- Advise DWI or appointed contractor as soon as possible if unable to collect scheduled samples;
- Adopt a flexible approach and liaise with DWI and the appointed contractor in the collection of scheduled monthly compliance samples.

Drinking Water Inspectorate to:

- Provide sampling kits and appropriate meters to councils for the purpose of sampling registered private supplies;
- Replenish sampling consumables on an annual basis or sooner if required;
- Validate on-site meters annually;
- Provide guidance on sampling and identification of appropriate sample points;
- Provide annual sampling schedule for the year and at least quarterly updates;
- Through contractor, arrange the provision of the necessary sample bottles and field sheets for the collection of samples each month;
- Adopt a flexible approach and liaise with councils and the appointed contractor in the collection of scheduled monthly compliance samples.

Private Supplies Investigations

Councils to:

- Provide points of contact to be notified in the event of failure;
- Adopt a flexible approach and liaise with DWI and the appointed contractor in the collection of resamples or other adhoc samples to ensure they are taken in a timely manner and in response to any public health concerns;
- Work in conjunction with DWI and other agencies in the investigation of failures as outlined in the Framework referred to in Section 1.2;
- Accompany DWI staff on request, to investigate failures;
- Follow-up with owners/users to ensure the ongoing protection of public health.

Drinking Water Inspectorate to:

- Take the lead role in private water supply investigations. Where Councils have a regulatory duty (eg. food / H&S) both Parties will collaborate to achieve compliance through the most appropriate legislation;
- Notify owners / users of sample failures and provide public health advice;
- Adopt a flexible approach and liaise with councils and the appointed contractor in the collection of resamples or other adhoc samples to ensure they are taken in a timely manner and in response to any public health concerns;
- To notify and liaise on public health failures to Public Health Agency;
- Provide onward advice in relation to public health to councils;
- Work in conjunction with council and other agencies in the investigation of failures as outlined in the Framework referred to in Section 1.2.

Private Supplies Training / Competency

Councils to:

- Permit only competent, authorised staff to undertake sampling and risk assessments;
- Complete designated DWI training courses to ensure ongoing competency in relation to private water supplies;
- Maintain appropriate auditable training records for staff;
- Facilitate DWI audits to ensure competency under the regulations;
- Advise DWI of council staff training needs.

Drinking Water Inspectorate to:

- Authorise all individual Council staff to carry out duties on behalf of the DWI;
- Provide staff undertaking sampling and risk assessments of private water supplies with the necessary training to ensure competency;
- Provide training for council staff on request and as required to enable Council to fulfil its responsibilities and obligations under the Service Level Agreement with DWI;
- Provide technical support/guidance in relation to risk assessments and private water supplies in general;
- Conduct annual audit of the service provided within parameters of audit terms of reference.

ANNEX B

SAMPLE AUTHORISATION DOCUMENT

 Northern Ireland Environment Agency Gníomhaireacht Comhshaoil Thuaisceart Éireann Norlin Airlan Environment Agency Card No.: PWSXXX Expires: XX/XX/XXXX THE WATER AND SEWERAGE SERVICES (NORTHERN IRELAND) ORDER 2006: ARTICLE 124 RIGHTS OF ENTRY THE PRIVATE WATER SUPPLIES REGULATIONS (NORTHERN IRELAND) 2017: REGULATION 7—RISK ASSESSMENT REGULATION 12—SAMPLING	Issued by: The Department of Agriculture, Environment and Rural Affairs Northern Ireland Environment Agency 17 Tonagh Road Lisburn Co. Antrim BT28 3AL Tel No. 0845 302 0008 if found should be returned to this address or handed in to your local police station
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This is to certify that is authorised to act on behalf of The Department of Agriculture, Environment and Rural Affairs to exercise and perform the powers and duties conferred upon him/her by the aforementioned legislation and as detailed below: Authorised Officer (DAERA)	Rights of entry, under Article 124 of The Water & Sewage Services Order (Northern Ireland) 2006 to enter any premises for the purpose of Regulation 7 Requirement to carry out a Risk Assessment and of Regulation 12 Sampling and Analysis under The Private Water Supplies Regulations (Northern Ireland) 2017.
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Each Officer's Warrant card will reflect their level of authorisation

SCHEDULE OF FEES

Activity*	Description	Unit Cost
Scheduled Sample Collection	Routine collection of water quality samples as planned within the annual schedule published in the DWI for NI web application.	£75 / sample
Resample Collection (Investigation)	Ad hoc water quality samples as a result of regulatory contraventions or investigations which occur outside of the routine sampling within the annual schedule.	£75 / sample
Full Risk Assessment (with site visit)	Initial completion of a risk assessment for a new site: assessment of risk from source to tap (all sections) and controls in place to mitigate the risk, with site visit to gather information and photographs.	£585 / risk assessment
5-year Review of Risk Assessment (with site visit)	Review of all sections of a current risk assessment (validated by DWI), with a site visit to gather information and photographs.	£585 / risk assessment review
Review of Risk Assessment (with site visit)	Interim review of limited sections of a current risk assessment (validated by DWI), with a site visit to gather information or photographs.	£200 / risk assessment review
Review of Risk Assessment (without site visit)	Interim review of limited sections of a current risk assessment (validated by DWI), with no site visit (desktop only – photographs or additional information may be provided by the site).	£100 / risk assessment review

**Council staff may contact DWI to clarify what is required for each activity.*



DATA PROCESSING CONTRACT

Between

**Northern Ireland Environment Agency (NIEA)
Drinking Water Inspectorate (DWI)**

And

**Northern Ireland Councils'
Environmental Health Departments (EHDs)**

APPENDIX 1

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1.0	Parties to the Agreement DAERA, NIEA, Drinking Water Inspectorate, Cawowen Building, 17 Antrim Road, Tonagh, Lisburn, Co. Antrim, BT28 3AL (the Data Controller) Northern Ireland Councils', Environmental Health Departments (the Data Processor) HAVE AGREED on the following Contractual Clauses (the Clauses) in order to meet the requirements of the Data Protection Act 2018 (DPA 2018) and UK General Data Protection Regulation (UK GDPR) to ensure the protection of the rights of the data subject. Each organisation referred to in this document is a 'Party'; together 'Parties'.
2.0	Introduction The Contract relates to the provision of Services by Northern Ireland Councils' Environmental Health Departments (EHDs) to the Drinking Water Inspectorate (DWI) for Northern Ireland as outlined in the Service Level Agreement (SLA) between the Parties. The Clauses set out the rights and obligations of the Data Controller and the Data Processor, when processing data, including personal data³ on behalf of the Data Controller. For the purpose of this agreement, the DWI is the Data Controller and EHDs are the Data Processors. The Clauses have been designed to ensure the Parties' compliance with Part 3 of the DPA 2018. The terms Controller and Processor are defined in Section 32 of the DPA 2018. The Data Controller determines the purposes and means of the processing of data, including personal data. The Data Processor will process data, including personal data on behalf of the Data Controller in accordance with the Clauses. The Clauses shall take priority over any similar provisions contained in other agreements between the Parties. The Clauses shall be retained in writing, including electronically, by both Parties. The Clauses shall not exempt the Data Processor from obligations to which the Data Processor is subject pursuant to the UK General Data Protection Regulation (the UK GDPR) or other legislation.
3.0	Purpose The primary purpose for processing the information referred to in the Clauses is for law enforcement⁴ purposes as defined in Section 31 of the DPA 2018. The DWI has a legal vires to collect this information as the regulatory authority for:

³ **'personal data'** means any information relating to an identified or identifiable living individual ('data subject'); an identifiable living individual means a living individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual; **data subject** means *'the identified or identifiable living individual to whom personal data relates.'* (S3(5) DPA 2018)

⁴ *'The prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against the prevention of threats to public security.'*

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	• The Water and Sewerage Service (NI) Order 2006; • The Private Water Supplies Regulations (NI) 2017; • The Water Supply (Water Quality) Regulations (NI) 2017; and, • The Water Supply (Domestic Distribution Systems) Regulations (NI) 2010. The information that is processed by the EHDs on behalf of DWI will be used to assess compliance with the legislation. DWI also has a duty under the legislation to provide advice and guidance to owners and users of individual private water supplies that are exempt from the monitoring requirements. This may require EHDs to share personal information to enable DWI to fulfil this duty. EHDs may hold similar information for the purposes of law enforcement under other statutory obligations (eg food safety legislation). This is outside the scope of these Clauses, however where the information processed by EHDs on behalf of DWI is not independently collected by councils and has the potential to impact on public health under other statutory obligations for which the council has a regulatory duty, that information will be shared in the interests of public health protection.
4.0	Legal purpose for Data Processing / Sharing As the competent authority for the enforcement of drinking water legislation, DWI is required to take appropriate enforcement action to ensure the water supplied by a ‘relevant person’⁵ in relation to a private water supply (PWS) meets the requirements of the regulations and is safe. Personal information is therefore required to identify a ‘relevant person’. As it can be difficult to determine the category of a private water supply owner or user, (e.g. some may be sole-traders, limited companies, public bodies and some are private householders), all information will be treated as though it is personal data. Information to be processed / shared will include details of owners and users of a PWS and information concerning compliance with drinking water quality regulations. The processed / shared information enables DWI to maintain a record of PWS sites and manage the risk assessment and monitoring programme for these supplies as required under the regulations. The information to be processed / shared is that which is detailed on the PWS Registration Form as detailed in Clause 6.0. Not sharing this data could result in an unsafe PWS being used for drinking water and other domestic uses, posing a risk to public health and a breach of the drinking water legislation.
5.0	Organisations Involved The Parties to the Agreement are outlined in Clause 1.0

⁵ “relevant person” means – (a) the owner or occupier (who may be the same or different persons) of premises which are supplied with water for domestic or food production purposes by means of a private supply; (b) the owner or occupier (who may be the same or different persons) of land on which any part of the supply is situated; (c) any other person who exercises powers of management or control in relation to that supply. (Private Water Supplies Regulations (NI) 2017)

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	EHDs will process information on behalf of, and share information with DWI and DWI will share information with EHDs.
6.0	Data to be Processed / Shared Information processed⁶ / shared in respect of and as a requirement of the SLA between DWI and EHDs is as follows: • Contact details (including name, full address details, and telephone numbers) of PWS owners and users (or other relevant persons) for sites, of which DWI is the regulatory authority; • Location and description of the supply, including the grid reference of the PWS source; • Nature of the premises, volume used, number of persons served, purpose of the supply at the site; • Schematic layout of the supply source, treatment and distribution;; • Monitoring schedule and test results; • Risk assessment information; • Letters and general correspondence on the data subject; • All relevant information required by DWI to carry out its role as the regulatory authority; • All relevant information required by DWI for audit purposes; and, • Investigation reports and information generated relating to potential and ongoing enforcement. The information is gathered from the relevant person(s) responsible for the PWS by EHDs on behalf of DWI, or it may be gathered directly by DWI and shared with EHDs. Information may be shared or transferred between the Parties to this agreement: on an ongoing basis; as sites are identified and require to be registered; as monitoring is required according to the annual schedule; communications are issued in relation to monitoring results; risk assessments are completed; during completion of the annual review; when advice is provided to sites etc. The Regulations require monitoring information to be retained for at least 30 years, however there is no such requirement to retain personal information for this period of time. Personal information will be removed from the site record where a site ceases to operate or where it is no longer relevant to the regulatory duty that DWI has in relation to the site, eg historical information of a relevant person after 10 years.
7.0	Duty of Confidence EHDs shall only grant access to the personal data being processed on behalf of DWI to persons under the Data Processor's authority or are under an appropriate statutory obligation of confidentiality, and only on for the purposes of law enforcement or provision of advice and guidance under drinking water legislation. The list of persons to whom access

⁶ 'Processing' means any operation or set of operations which is performed on information, or on sets of information, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

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	has been granted shall be kept under periodic review, and the Data Controller can withdraw such access to personal data if access is no longer necessary. Where access is withdrawn, personal data shall consequently not be accessible anymore to those persons.
8.0	Information use EHDs will process the information on behalf of DWI. DWI will primarily only use the information for the purposes for which it is collected as detailed in Clause 3.0. DWI may also use this information for other legitimate purposes in line with the Freedom of Information Act 2000 and The Environmental Information Regulations 2004 where such disclosure is in the public interest and in compliance with DAERA Privacy Statement referred to in Clause 4.0. No information collected on behalf of DWI should be released to a third party without the express written authority of DWI. EHDs will inform DWI of any information requests it receives relating to DWI data, and will refer that request to DWI for a response where that data is not publically available in accordance with Clause 11.0.
9.0	Responsibilities of Each Party 9.1 The Rights and Obligations of DWI (the Data Controller): DWI is responsible for ensuring that the processing of personal data takes place in compliance with the UK GDPR and DPA 2018. DWI has the right and obligation to make decisions about the purposes and means of the processing of personal data. DWI shall be responsible, among others, for ensuring that the processing of personal data, which the Data Processor is instructed to perform, has a legal basis. 9.2 The Rights and Obligations of the EHDs (Data Processor): The EHDs shall only process data on documented instructions from DWI. Subsequently instructions can also be given by the Data Controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically, in connection with the Clauses. The EHDs shall immediately inform DWI if instructions given by the Data Controller, in the opinion of the EHDs, contravene the UK GDPR or DPA 2018. The EHDs shall assist DWI by appropriate technical and organisation measures, insofar as this is possible, in the fulfilment of the DWI's obligations to: • Keep personal data secure; • Notify personal data breaches to the supervisory authority; • Notify personal data breaches to the data subjects; • Carry out data protection impact assessments (DPIAs) when required;

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	• Consult the supervisory authority where a DPIA indicates there is a high risk that cannot be mitigated; and • Respond to subject access requests for exercising the data subject's rights laid down in Chapter III UK GDPR. This requires that the EHDs shall, insofar as this is possible, assist DWI in the DWI's compliance with: • The right to be informed when collecting personal data from the data subject; • The right to be informed when personal data has not been obtained from the data subject; • The right of access by the data subject; • The right to rectification; • The right to erasure (the right to be forgotten); • The right to restriction of processing; • Notification obligation regarding rectification or erasure of personal data or restriction of processing; • The right to data portability; • The right to object; and • The right not to be subject to a decision based solely on automated processing, including profiling In addition to the EHD's obligation to assist DWI, the EHD shall furthermore, taking into account the nature of the processing and the information available to the EHD, assist the DWI in ensuring compliance with: • The Data Controller's obligations to notify the Competent Supervisory Authority in the event of a data breach as detailed in Clause 14.0; • The Data Controller's obligation to without undue delay communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons; • The Data Controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment); and • The Data Controller's obligation to consult the competent supervisory authority, the Information Commissioner's Office prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Data Controller to mitigate the risk.
10.0	Use of Sub-processors The EHDs shall meet the requirements specified in Article 28(2) and (4) UK GDPR in order to engage another processor (a sub-processor). The EHDs shall therefore not engage another processor (sub-processor) for the fulfilment of the Clauses without the prior specific written authorisation of the DWI.

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	The EHDs shall engage sub-processors solely with the specific prior authorisation of the DWI. The EHDs shall submit the request for specific authorisation at least 28 working days prior to the engagement of the concerned sub-processor. There are currently no sub-processors approved by DWI for use by EHDs. Where the EHDs engages a sub-processor for carrying out specific processing activities on behalf of the DWI, the same data protection obligations as set out in the Clauses shall be imposed on that sub-processor by way of a contract or other legal act under domestic law, in particular providing sufficient guarantees to implement appropriate technical and organisation measures in such a manner that the processing will meet the requirements of the Clauses and UK GDPR. The EHDs shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which the EHDs is subject pursuant to the Clauses and the UK GDPR. A copy of such a sub-processor agreement and subsequent amendments shall, at the DWI's request, be submitted to the DWI, thereby giving the DWI the opportunity to ensure the same data protection obligations as set out in the Clauses are imposed on the Sub-processor. Clauses on the business related issues that do not affect the legal protection content of the Sub-processor agreement, shall not require submission to the DWI. The EHDs shall agree a third-party beneficiary clause with the Sub-processor where, in the event of bankruptcy of the Data Processor, the DWI shall be a third party beneficiary to the Sub-processor agreement and shall have the right to enforce the agreement against the Sub-processor to delete or return the personal data. If the Sub-processor does not fulfil their data protection obligations, the EHDs shall remain fully liable to the DWI as regards the fulfilment of the obligations of the Sub-processor. This does not affect the rights of data subjects under the UK GDPR, in particular those unforeseen in Articles 79 and 82 GDPR, against the DWI and the EHDs, including the Sub-processor.
11.0	Requests for information DWI will retain responsibility for handling requests for information under DPA 2018, FOI, and EIR where the requested information is not publicly available. DWI will apply all necessary checks prior to the release of information to identify exemptions, including the Public Interest test. Where a request for information is submitted to EHDs, and that information is publicly available or published by DWI, the EHDs shall provide that information or links to where it can be found directly to the requestor and inform DWI accordingly. It is the responsibility of the Data Processors to assist the Data Controller with responding to Subject Access Requests using appropriate technical and organisational measures.
12.0	Security of Processing
12.1	How will data be shared? Information will be transferred / shared on both a routine and ad hoc basis.

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12.2	As Data Processor, EHDs will process information as instructed by DWI. Data will be transferred in a format compatible with DWI information technology systems. This includes transfer electronically via the Risk Assessment Web Application (each user has a unique password), via email across the secure government network and occasionally in paper format via post or hand delivered (i.e. at meetings), in all cases an acknowledgement of receipt will be provided. Where necessary, information will be protectively marked in line with <u>Government Security Classifications</u> (Official, Secret, and Top Secret). DWI and EHDs shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk as outlined in Article 32 of UK GDPR. DWI shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. Depending on their relevance, the measures may include the following: • Pseudonymisation and encryption of personal data; • The ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; • The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; • A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. DWI shall also evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the DWI shall provide the EHDs with all information necessary to identify and evaluate such risks. DWI and EHDs shall ensure that: • Unauthorised staff and other individuals are prevented from gaining access to personal data; • Visitors are received and supervised at all times in areas where personal data is stored; • All computer systems that contain personal data be password-protected (the level of security should depend on the type of data held, but ensure that only those who need to use the data have access); • Appropriate training is provided for the staff who access the information; • Workstations / PCs are not left signed on when not in use; • All disks, tapes or printouts are locked securely away when not in use; • All new software is virus-checked prior to loading onto a Council machine; • No personal data is transmitted by open email; • Paper files are stored in secure locations and only accessed by those who need to use them; • Personal data is not disclosed to anyone other than the Data Subject unless you have the Data Subject's consent, or it is a registered disclosure, required by law, or permitted by a Data Protection Legislation exemption;
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12.3	• No information is left on public display in any form; sensitive material is locked away safely at the end of each day; • No information is exploited for commercial purposes; and • Crown Copyright and any intellectual property rights are invested in the information provided. DAERA Privacy Statement DWI takes data protection, freedom of information and environmental information issues seriously. It takes care to ensure that any personal information supplied to it is dealt with in a way which complies with the requirements of the DPA 2018. This means that any personal information supplied will be processed principally for the purpose for which it has been provided. DWI and EHDs have a statutory duty to process personal data in compliance with this Act. The Department however, is also under a duty to protect the public funds it administers, and to this end may use the information provided by EHDs for this purpose. It may also share this information with other bodies responsible for the audit or administration of public funds, in order to prevent and detect fraud. In addition, the Department may also use it for other legitimate purposes as outlined in the <u>DAERA Privacy Statement</u>. A Data Protection Impact Assessment (DPIA) screening assessment has been completed and determined a full DPIA is not required for this Contract.
13.0	Retention and Disposal The Private Water Supplies Regulations (NI) 2017 require that records for sampling and analysis be retained for 30 years, and all other information in relation to the site be retained for 10 years according to information retention procedures. Records are retained according to DAERA's record retention schedule which is reviewed annually. Data relating to subjects should only be retained by the EHDs whilst the site is in operation and requires active data processing. When the site is removed from the requirements of the Regulations and the Order (no longer using a private water supply), the EHD will be advised in writing by the DWI and Clause 15 will be enacted. Information processed on behalf of DWI by EHDs in relation to other regulations shall be dealt with in a similar manner and disposed of after 10 years.
14.0	Notification of a Personal Data Breach In case of any personal data breach, the EHDs shall, without undue delay after having become aware of it, notify DWI of the personal data breach. The EHD's notification to DWI shall, take place without undue delay and in any case within 24 hours after the EHDs has become aware of the personal data breach to enable the DWI to comply with the Data Controller's obligation to notify the personal data breach to the Competent Supervisory Authority, within 72 hours as required by Article 33 of UK GDPR.

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	In accordance with Clause 9.2, the EHDs shall assist the DWI in notifying the personal data breach to the Competent Supervisory Authority, meaning that the EHD is required to assist in obtaining the information listed below which, pursuant to Article 33(3) UK GDPR, shall be stated in the DWI's notification to the Competent Supervisory Authority: • The nature of the Personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; • The name and contact details of the Data Protection Officer or other contact where further information may be obtained; • The likely consequences of the personal data breach; • The measures taken or proposed to be taken by the DWI to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects. The EHDs must be fully engaged in the resolution of an incident by assisting in the investigation being carried out by DWI. DWI will report any data breaches immediately, according to the DWI Information Loss Handling Plan.
15.0	Audit and Inspection The EHDs shall make available to DWI all information necessary to demonstrate compliance with the obligations laid down in Article 28 and the Clauses and allow for and contribute to audits, including inspections, conducted by DWI or another auditor mandated by DWI. Procedures applicable to the DWI's audits, including inspections, of the Data Processor and Sub-processors are specified in Annex 1 of the SLA. The Data Processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the DWI's and EHD's facilities, or representatives acting on behalf of such supervisory authorities, with access to the Data Processor's physical facilities on presentation of appropriate identification.
16.0	Commencement and Termination of Data Processing Agreement This agreement will be reviewed every two years in line with the review of the SLA and can only be amended with agreement of both Parties. The Clauses shall become effective on the date of both Parties signature. Both Parties shall be entitled to require the Clauses to be renegotiated if changes to the law or inexpediency of the Clauses should give rise to such renegotiation. The Clauses shall apply for the duration of the provision of data processing services. For the duration of the provision of personal data processing services, the Clauses cannot be terminated unless other Clauses governing the provision of the personal data processing services have been agreed between the Parties. If the provision of data services is terminated, and the personal data is deleted or returned to the DWI pursuant to Clause 17.0 (erasure and return of data), the Clauses may be terminated by written notice by either party.

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17.0	Erasure and Return of Data On termination of the provision of data processing services, the EHDs shall be under obligation to delete all personal data processed on behalf of DWI and certify to DWI that is has been done in a secure manner and in accordance with the security requirements of Article 32 of the UK GDPR.
18.0	Indemnity In the event of a breach of this agreement which results in a financial penalty, claim or proceedings, the Parties agree to co-operate to identify and apportion responsibility for the breach and the defaulting party will accept responsibility for any such claim.
19.0	Signatures I have read, understood and agree to abide by the terms and conditions of this agreement. All information received will only be used for the purpose defined and listed in the agreement. Signed on behalf of Drinking Water Inspectorate (Data Controller) ----- Name (block capitals): Berni Corr Date: Signed on behalf of Local Council Environmental Health Department (Data Processor) ----- Name (block capitals): Date:

Notification of Data Breach by Data Processor to Data Controller

The Processor shall notify the Controller without undue delay after becoming aware of **any** data breach. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

Date & Time of Notification	
Name & Contact of Person Making Notification	
Extent Nature and cause of the data / information loss	
Describe the nature of the data breach including where possible: - the categories and approximate number of data subjects concerned - the categories and approximate number of personal data records concerned	
Contact Details	
Name and contact details of the data protection officer or other contact point where more information can be obtained	
Cause	
Detail the cause of the data loss: - What happened - Human error - IT system failure - Fraud - Theft	
Containment and Recovery	
Has it been stopped? Has the data been recovered? Damage limitation?	
Consequences	
Detail the likely consequences of the data breach; - Did it include personal data? - Did it include sensitive personal data?	
Data Subjects	
Who is affected? Have they been informed?	
Actions taken	
Measures taken / proposed by the Processor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects	

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

Item for:	Decision
Subject:	Consultation on Restricting Promotions of High Fat, Sugar and Salt Foods

1.0	<u>Background and Key Issues</u>
1.1	The Environmental Health, Risk and Emergency Planning Service Unit is responsible for the enforcement of Food Safety legislation and related regulations made under it. The council is responding to this Consultation specifically regarding its legal remit.
1.2	The Food Standards Agency (FSA) in Northern Ireland and the Department of Health have launched a public consultation on proposals to introduce restrictions on the promotion of products high in fat, sugar and salt (HFSS).
1.3	The consultation seeks views on proposals to restrict volume price promotions, such as multibuy offers, and the placement of HFSS products in prominent locations in stores and online to support healthier shopping environments and shift the balance of promotions to increase the affordability of healthier options.
1.4	Similar restrictions are already in place in England and Wales, and Scotland will be introducing similar restrictions in October 2026.
1.5	The draft Consultation response has been developed collaboratively on behalf of the NI Food Managers Group which represents all 11 Northern Ireland councils.
1.6	The Consultation document and proposed draft response was circulated to Members on 19 August 2026. Members were asked to forward any comments to be included in the final response to the Environmental Health, Risk and Emergency Planning Service Unit by Friday 4 September 2026.
1.7	At the meeting of the Environment & Sustainability Committee held on 2 September 2026, delegated authority was granted for Members to approve the final consultation response at the meeting of committee on 7 October 2026 to enable the response to be submitted prior to the closing date of 21 October 2026.
1.8	Whilst officers support the principle behind the proposals to introduce legislative restrictions on the promotion of products high in fat, sugar and salt (HFSS) in Northern Ireland the following needs to be considered: • In the absence of dedicated funding and support for enforcement, it is inevitable that higher-risk public health responsibilities within Environmental Health teams would take precedence over HFSS promotion controls. • There may be a perceived impact on household food budgets as fewer promotional offers may be available in retail outlets. Given the broad range of products affected by the proposed restrictions, there is concern that the overall cost of the consumer shopping basket could increase.

1.9	Attached as Appendix 3 EH is the final draft of the Consultation response for Members' approval.	
2.0	<u>Recommendation</u> It is recommended that the committee: approve the draft response, thereby enabling the council to respond to this consultation before the closing date of 21 October 2026.	
3.0	<u>Finance and Resource Implications</u> It is unknown at this stage whether financial support will be provided to support Councils.	
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. Third Party/Central Government Legislation/Consultation	
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. Third Party/Central Government Legislation/Consultation	

Appendices:	Appendix 3 EH – Draft Consultation Response
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Consultation on restricting promotions of products high in fat, sugar and salt

Launch date: 29 July 2026
Respond by: 21 October 2026

This document will be of most interest to:

- Large retailers, supermarkets, convenience stores and non-grocery retailers that also sell food (DIY shops, clothing stores and pharmacies).
- Online retailers selling food and drink products.
- Out-of-home food businesses.
- Trade associations representing food retail, food manufacturing and the out-of-home sector.
- Public health organisations, NGOs and consumer advocacy bodies.
- Local councils.
- The general public.

Purpose of the consultation

In Northern Ireland, the Food Standards Agency and the Department of Health are considering the introduction of legislative restrictions on the promotion and placement of food and drink high in fat, sugar and salt (HFSS). Regulations to restrict the promotion of HFSS products by location and volume price have already been implemented in England and Wales, and Scotland are introducing restrictions in October 2026.

Evidence shows that:

- Volume-based price promotions, such as multibuys, significantly increase purchasing and overconsumption of HFSS food, particularly among children¹.

¹ Public Health England (2015) Sugar Reduction: The evidence for action - Annexe 4: An analysis of the role of price promotions on the household purchases of food and drinks high in sugar
https://assets.publishing.service.gov.uk/media/5a7f9a6040f0b623026907cd/Annexe_4_Analysis_of_price_promotions.pdf

- Placement of HFSS products in prominent locations increases impulse purchasing and contributes to unhealthy dietary patterns².
- The consumption of HFSS food and drink is a key driver of overweight and obesity, which in turn increases the risk of diet related noncommunicable diseases including type 2 diabetes, cardiovascular disease and some cancers².

The purpose of this consultation is therefore to seek views on proposed measures to:

- Reduce people's exposure to HFSS promotions and impulse purchase drivers.
- Support healthier shopping environments and shift the balance of promotions to increase the affordability of healthier options.
- Ensure Northern Ireland maintains policy coherence with the rest of the UK food market to minimise complexity for industry.

Please note that it is advised that respondents should first read the consultation document before attempting to respond to these consultation questions.

How to respond

The consultation will be open for 12 weeks from Wednesday 29 July 2026. Responses should be received by 23:59 on Wednesday 21 October 2026.

Responses can be submitted via the online questionnaire available at <https://consultations2.nidirect.gov.uk/doh-1/consultation-on-restricting-promotions-of-hfss>

Alternatively, please send your response via the form below to Executive.Support@food.gov.uk

Or write to:

Food Standards Agency in Northern Ireland

10A-C Clarendon Road

Belfast BT1 3BG

² Department of Health and Social Care (2020; updated 2025). Impact assessment: Restricting checkout, end of aisle and store entrance sales of HFSS products.
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1008423/impact-assessment-restricting-checkout-end-of-aisle-and-store-entrance-sales-of-HFSS.pdf

Questions asked in this consultation:

1. Are you responding on behalf of an organisation?

Yes ☒

No ☐

2. If you are responding on behalf of an organisation, please state what type of organisation it is.

Retailer ☐

Out of home food business ☐

Trade association ☐

Public health organisation ☐

NGO ☐

Consumer advocacy body ☐

Local council ☒

Community and voluntary organisation ☐

Not applicable ☐

Other (please add your organisation below) ☐

Lisburn & Castlereagh City Council

3. Do you agree that restrictions on the promotion and placement of products high in fat, sugar and salt (HFSS) should be introduced in Northern Ireland?

Yes ☒

No ☐

Not Sure ☐

4. Do you agree that a legislative approach should be considered for Northern Ireland similar to England, Scotland and Wales?

Yes ☒

No ☐

Not Sure ☐

5. Are there any considerations specific to Northern Ireland that should be taken into account regarding the proposals in this consultation?

Northern Ireland (NI) Councils are structured differently from local authorities in England, and this should be taken into account when considering enforcement arrangements for any new Regulations. In England, responsibility for enforcement may fall to Trading Standards services within local authorities, meaning that Environmental Health Officers (EHOs) do not necessarily carry out the primary enforcement, depending on the structure of the authority, such as a county, district or unitary council.

In Northern Ireland, Trading Standards is a separate regulatory body within the Department for the Economy and operates independently of district councils. Given its existing responsibilities for marketing, pricing and advertising standards, consideration should be given to designating the NI Trading Standards Service to enforce these Regulations when made.

It is the opinion of Lisburn & Castlereagh City Council that NI District Councils would be unlikely to enforce these Regulations effectively without significant additional financial support, training and appropriate guidance. District Council Environmental Health Officers (EHO's) have enforcement powers in relation to food safety and food standards matters, of which this is neither.

In addition, NI District Council Environmental Health Departments are already facing resource and workforce pressures. Enforcement activities are undertaken in accordance with the principles of proportionality and risk and prioritises resources toward regulations addressing the highest risk to health, such as, food safety and allergens. In the absence of additional ringfenced Government funding for enforcement of the new Regulations, it is inevitable that regulations addressing high risk would take precedence over HFSS regulations because they involve immediate and clear threats to public health.

As a consequence, the enforcement of high in fat, sugar and salt (HSFF) regulations by Council Environmental Health Departments, could in practice be primarily advisory based.

Environmental Health Departments in NI have recently been subject to a number of changes in relation to Food Hygiene and Standards frameworks, including the introduction of the Food Standards Delivery Model and changes to the Food Law Code of Practice, which have required additional resource and are still being embedded. Adding an additional enforcement remit to these Environmental Health teams without additional resources, will place further stress and pressures and potentially impact the delivery of existing statutory functions.

Northern Ireland is unique in its retail landscape. Most small retail businesses here operate under a franchise arrangement or trade under a symbol group banner. Therefore, most small local retailers e.g. Spar, Costcutter, Nisa etc. will fall within the scope of the volume restrictions, despite them not meeting the staff and area exemptions individually. Lisburn & Castlereagh City Council believes that smaller retailers and franchise stores are likely to be less familiar with the regulations and may face greater challenges in achieving compliance. Unlike larger retail chains, they may have limited resources available to support implementation. FSA research indicated that for Lisburn & Castlereagh City Council, 64.1% of grocery premises will be in scope for volume restrictions, to say nothing of placement and free refill restrictions. This has the potential to create a large body of work for NI Council EHO's to educate and enforce in these premises, most of which are situated in rural locations. For these reasons, Lisburn & Castlereagh City Council would welcome further refinement of this aspect of businesses in scope.

6. Do you agree with the proposed product categories that would be subject to HFSS promotion restrictions in Northern Ireland?

Yes ☒

No ☐

Not Sure ☐

7. Do you agree that non-prepacked products should remain out of scope (consistent with England, Wales and Scotland), except for soft drink refills?

Yes ☒

No ☐

Not Sure ☐

8. Which approach should be used to determine which products are in scope of restrictions? Option 1) Use the existing 2004/05 Nutrient Profiling Model; Option 2) Use the updated 2018 Nutrient Profiling Model; or Option 3) Use the 2004/05 Nutrient Profiling Model and review at a later date.

Option 1 ☐

Option 2 ☒

Option 3 ☐

9. Do you have evidence on the challenges or operational issues businesses may face if the 2018 Nutrient Profiling Model is applied in Northern Ireland, including impacts on product classification?

As stated above in Q5, most small local retailers here in NI e.g. Spar, Costcutter, Nisa etc. will fall within the scope of the volume restrictions, despite them not meeting the staff and area exemptions individually. It is the belief of Lisburn & Castlereagh City Council that smaller retailers and franchisee stores will be less familiar with the regulations and more likely to encounter challenges in complying. Unlike larger retail chains, they have limited resources to support implementation.

Learning from the implementation of equivalent regs in England, (*"It was a force for good but..."*: a mixed-methods evaluation of the implementation of the high in fat, sugar and salt (HFSS) legislation. (Elsevier Journal on Food Policy)) has shown that retailers described difficulties in accurately classifying products as HFSS or non-HFSS due to the complexity of the Nutrient Profiling Model. Reliance was made on suppliers to provide the necessary information. Retailers also reported that significant effort was required to train staff across all areas of the business. This report stated that there is a critical need for an open, regularly updated food composition database to support consistent implementation, compliance, enforcement and timely evaluation of the legislation.

The BMC research article *"If government is saying the regulations are important, they should be putting in funding to back it up."* - An in-depth analysis of local authority officers' perspectives of the Food (Promotion and Placement) (England) Regulations 2021' found that English Local Authorities said the new regulations are more complex because they require officers to understand how to calculate NPM scores to determine compliance. Officers found the determining compliance a time-consuming and arduous task because each individual store needed assessment at three levels: in-scope business (depending on store size and number of employees), in-scope locations within stores, and in-scope products at those locations. It will therefore be a challenge

to effectively and consistently advise and educate businesses, particularly smaller businesses on such complex issues.

Lisburn & Castlereagh City Council is of the view that in light of the findings of the English evaluations above, the Nutrient Profile Model will pose difficulties due to its complexity, will be time consuming for officers to correctly classify in-scope and out-of-scope products, and will require a dedicated resource to deliver.

- 10.** Do you agree with the proposal to restrict multibuy and volume promotions (e.g., “3 for 2”, “BOGOF”, extra-free offers) for HFSS products in Northern Ireland?

Yes ☒

No ☐

Not Sure ☐

- 11.** Do you agree with restricting the placement of HFSS products in the following in-store locations: a) store entrances; b) covered external areas; c) checkouts and queuing areas; and d) aisle ends?

Yes ☒

No ☐

Not Sure ☐

- 12.** Do you agree that equivalent restrictions (both volume price and location) should apply to online retail environments (e.g., homepages, pop-ups, checkout pages)?

Yes ☒

No ☐

Not Sure ☐

- 13.** Do you agree with prohibiting free refills of sugar sweetened soft drinks in Northern Ireland?

Yes ☐

No ☐

Not Sure ☒

14. Do you agree that the volume price and location restrictions should apply only to retailers with 50 or more employees?

Yes ☒

No ☐

Not Sure ☐

15. Do you agree that location restrictions should apply only to stores with a relevant floor area of 2,000 square feet or more?

Yes ☐

No ☐

Not Sure ☒

16. Should specialist retailers that sell one type of food product e.g. chocolatiers or confectioners, be exempt from location restrictions?

Yes ☒

No ☐

Not Sure ☐

17. Do you agree with the proposed exemptions (e.g., micro and small businesses, care homes, educational settings)?

Yes ☐

No ☐

Not Sure ☒

18. Do you have evidence on how the proposals may impact small and micro-businesses that may be in scope due to an association with a franchise or symbol group?

As stated above in Q5 and Q9, most small local retailers here in NI e.g. Spar, Costcutter, Nisa etc. will fall within the scope of the volume restrictions, despite them not meeting the staff and area exemptions individually. It is the opinion of Lisburn & Castlereagh City Council that smaller retailers and franchisee stores will be less familiar with the regulations and more likely to encounter challenges

in complying. Unlike larger retail chains they have limited resources to support implementation.

As regulators within an enforcing authority, Lisburn & Castlereagh City Council is not in a position to comment in detail on the costs, savings or administrative burdens that may arise for businesses. However, there may be perceived financial impacts on small businesses that are independently owned but under a symbol franchise. These perceived impacts may come from costs in training staff, potential lost revenue from product offers, and possibly financial impacts from enforcement sanctions due to challenges in achieving compliance.

19. Do you agree that local councils should be the enforcing authorities for HFSS promotion restrictions in Northern Ireland?

Yes ☐

No ☐

Not Sure ☒

20. Which enforcement approach do you consider most appropriate for Northern Ireland, and why? Option 1) Enforcement through improvement notices and criminal prosecution only; or Option 2) Explore the introduction of monetary sanctions as an alternative to criminal prosecution (while progressing the policy initially with the approach outlined in Option 1).

Option 1 ☒

Option 2 ☐

Why did you choose option1 or 2

Lisburn & Castlereagh City Council regard that neither option is ideal. Option 1 will require amendments to existing food law as improvement notices can only be served for food hygiene or food standards matters, of which this is neither. In addition, only authorised and competent food officers can issue improvement notices. This will put pressure on Food Safety teams within Environmental Health Departments as no other officers or technical support staff would have the necessary competencies in place. The effective enforcement of the Regulations would necessitate the provision of additional funding and resources. In the event of non-compliance, Option 1 may necessitate criminal proceedings at cost and resource for Councils and a criminal conviction for businesses but allows for an incremental approach to enforcement with advisory actions available in the first instance.

Option 2 may be initially perceived to be less onerous and be a source of revenue generation. However, Lisburn & Castlereagh City Council foresees difficulties in issuing on-the-spot monetary sanctions due to the complexity of the legislation, including the assessment of in-scope products and floor space calculations, which could create uncertainty for officers, increase the risk of inconsistent enforcement and may put Officers in a difficult enforcement position. This option would also require the introduction of new legislation.

21. If local councils were to enforce the policy, what resources do you think would be required to support enforcement?

As described in earlier questions, NI Councils are facing resource and workforce constraints and in line with their enforcement policy / Food Law Code of Practice already must prioritise those regulations addressing the highest risk to health. Enhancing enforcement activity will require additional funding to provide the necessary staff capacity for busy Environmental Health Departments to deal with this. If option 1 for enforcement is selected, improvement notices under existing food law regulations are required to be served by authorised officers. Qualification requirements mean that this must be an EHO rather than a technical or support officer – an alternative which could have reduced the burden for EHO's. Provision of central training would also be required to increase officer confidence in interpreting the regulations and guidance and assessing business non-compliance. Setting up a central Nutrient Profile Model score calculator that is accessible to both businesses and officers, aiming to promote consistency, prevent confusion, and offer technical guidance on products falling within the relevant categories would be required. Lisburn & Castlereagh City Council feels that the Nutrient Profile Model is complex and would take significant officer time and training to interpret and advise businesses proficiently.

Consideration could be given to adopting a model similar to that of Tobacco Control enforcement within Northern Ireland where dedicated, ringfenced, funded officers are responsible for enforcing requirements relating to the display and placement of tobacco products within retail premises. This approach enables officers develop expert knowledge on legislation, enabling a consistent approach and reduces the burden within Environmental Health Departments.

22. Do you have evidence on any challenges that may affect the ability to enforce the policy in a proportionate and consistent way in Northern Ireland?

As outlined in Q5, Lisburn & Castlereagh City Council is of the view that NI Council Environmental Health Departments are already facing resource and workforce constraints. Officers must abide by an enforcement policy / or Food Law Code of Practice that is based on proportionality of risk and prioritises

resources on regulations addressing the highest risk to health, such as, food safety and allergens. In the absence of additional allocated Government funding for enforcement of the new Regulations, it is inevitable that regulations addressing a risk to health would take precedence over HFSS regulations. This could mean that enforcement of HFSS regulations by NI EHO's would be primarily advisory based.

It is the opinion of this Council that District Councils in will require appropriate funding and comprehensive training if these regulations are to be introduced and enforced in Environmental Health Departments. For consistent enforcement, a central Nutrient Profile Model score calculator that is accessible to both businesses and officers, aiming to promote consistency, prevent confusion, and offer technical guidance on products falling within the relevant categories would be required as outlined above in Q21. Lisburn & Castlereagh City Council also believes that training referred to must enable officer confidence when interpreting regulations, guidance and assessing business non-compliance.

While we welcome centralised dedicated Government support e.g. from the Food Standards Agency to assist with consistency of approach, the Council are concerned that such oversight may incur additional burdens in terms of audits or returns to be submitted, when they are already subject to scrutiny on official food controls and any addition to this would be unwelcome.

Lisburn & Castlereagh City Council is of the view that the proposed rules are complex and do not align with existing regulatory frameworks, such as those governing Sunday trading. In NI, Sunday trading legislation applies to stores with a floor area exceeding 3,014 square feet, whereas the proposed Regulations would introduce a lower threshold of 2,000 square feet. This difference will require officers to adopt new rules that are not consistent with existing enforcement practices and officers would need to identify ways to obtain and interpret data on store dimensions, layouts, and employee counts. The BMC research article analysing local authority officers' perspectives of the Food (Promotion and Placement) (England) Regulations 2021 shows that English Authorities have experienced similar issues.

23. Do you agree that a lead in period of 12 months is appropriate to allow preparation for implementation of the policy?

Yes ☐

No ☐

Not Sure ☒

24. Are there specific operational barriers that should be considered when determining implementation timelines?

This Council is of the view that should enforcement falls to Councils in NI, a 12-month implementation timeline may be insufficient depending on the enforcement model adopted and any required amendments to legislation. Should funding be provided for extra resource, time for staff recruitment will be needed. Time will also be required for the development and publication of good quality technical guidance for both businesses and enforcement officers. This will be especially important in relation to the Nutrient Profile model which is complex.

As described in Q9 and Q22, a centralised NPM score calculator, or database would be desirable and as such would take time to develop. Significant time spend will be required for officer training to ensure consistency of approach and understanding of the rules, so that appropriate advice can be delivered to affected businesses.

As outlined in Q5, NI has many small retailers which will fall under the rules due to being part of a franchise arrangement or trade under a symbol group banner. Therefore, more time will be needed ahead of implementation to support these smaller businesses.

25. Do you have evidence on the potential health impacts of the proposed restrictions in Northern Ireland?

Lisburn & Castlereagh City Council is aware of the health impacts of overweight and obesity. Council is cognisant of the NI Department of Health Obesity strategic framework (Healthy Futures) and the Department of Health - *Health Survey Northern Ireland: First results 2024/25*.

The Council is also familiar with the findings of the Elsevier Journal on Food Policy 2026 evaluation of the implementation of the high in fat, sugar and salt (HFSS) legislation in England.

This evaluation found that the HFSS legislation marks a substantial shift in the UK government's approach to addressing obesity by enforcing changes to the retail food environment. However, it highlighted challenges in implementation and enforcement, namely the need for clearer, timely guidance, adequate support and access to data, and more co-production to ensure the legislation is effective and contextually appropriate. One of its recommendations was to ensure healthier food is more accessible and affordable.

Future legislation should go further, by not only restricting placement and promotion of less healthy foods but by increasing the affordability and accessibility of healthier foods through incentivisation and promotion in prominent locations. This is

particularly important to support healthier purchases among lower-income households.

- 26.** Do you have evidence on how the proposed restrictions may impact businesses, including compliance costs, operational and supply chain impacts, product reformulation, and competitiveness between larger and smaller retailers?

As outlined in Q5 and Q18, Lisburn & Castlereagh City Council is of the view that many small retailers in NI will be affected by this legislation, despite them not meeting the staffing or floor space scope.

As regulators within an enforcing authority, the Council is not in a position to comment in detail on the costs, savings or administrative burdens that may arise for businesses. However, there may be perceived financial impacts on small businesses that are independently owned but under a symbol franchise. These perceived impacts may come from costs in training staff, potential lost revenue from product offers, and possibly financial impacts from enforcement sanctions due to challenges in achieving compliance.

The Council is familiar with the findings of research published by the Elsevier Journal on Food Policy, (*"It was a force for good but...": a mixed-methods evaluation of the implementation of the high in fat, sugar and salt (HFSS) legislation*). This research highlighted businesses impacts, including excessive staff training costs, costs due to changes to business layouts in order to comply e.g. whole store refits and moving products to different locations" (i.e., off aisle ends).

This research also detailed how retailers aimed to use novel approaches to promote in-scope HFSS products without violating the legislation, including using "digital advertising" amongst other things. This was perceived to not be in the spirit of the Legislation and created some competitive practices between retailers.

Product reformulations were also highlighted as part of this research which generated significant costs to manufacturers in order to bring their products out of scope.

- 27.** Do you have evidence on the potential impacts of the proposed restrictions on consumers, including impacts on household food budgets, consumer perceptions of fairness and choice, the extent to which promotions influence purchasing behaviour, and whether the restrictions may support healthier default choices for families?

Lisburn & Castlereagh City Council have no specific evidence in relation to this area. However, we believe there will be a perceived impact on customer food budgets in that less discount offers may be available in retail outlets. The fact that the legislation covers such a wide range of foods may exasperate this and

this Council would have concerns that the cost of the consumer 'shopping basket' may increase.

This Council is of the opinion that increasing the affordability and accessibility of healthier foods through incentivisation and promotion of these in prominent locations would be more desirable. This is particularly important to support healthier purchases among lower-income households.

- 28.** What impacts, if any, do you think the proposed policy would have on people on the basis of their: age, sex, race, religion, sexual orientation, pregnancy and maternity, disability, gender reassignment and marriage/civil partnership?

No comment

- 29.** Are there population groups or communities who may be disproportionately affected, positively or negatively, by the proposals. Please list below

No Comment

- 30.** Do you have any additional comments or evidence not covered elsewhere in this consultation?

Responses of Lisburn & Castlereagh City Council on those questions where there is no space for comments are outlined below.

Q3 - Restriction of free refills of sugar-sweetened soft drinks. Lisburn & Castlereagh City Council believes that this is not common practice in NI and therefore this aspect may have minimal impact.

Q12 - The Council queries how enforcement bodies would effectively monitor police this as this may pose difficulties. Much officer time and resource would be required to monitor online retail environments. What is the expectation for NI Councils in this respect?

Q14 - The Council refers to answers in questions 5, 9 and 18 in as far as this exemption will not be applicable to many small businesses in Northern Ireland that operate under a franchise or symbol group banner. This Council considers this to be detrimental to these businesses and will significantly increase resources required for Councils in NI to enforce the legislation.

Q15 - The Council comments as per Q14 above.

Q17- The Council considers that thought should be given to the inclusion of educational facilities. Some secondary level schools may have till-end sales of in scope products and have a large customer base of children.

Q19- We refer to the answer given in question 5. Whilst NI Councils support the principle behind this legislation and appreciate the need for action, Lisburn & Castlereagh City Council would not be able to effectively enforce these regulations without significant financial support and appropriate guidance. Consideration should be given to other enforcement bodies where these Regulations may be a better fit to their current remits.

The Council also has the following questions/comments which we do not feel have been explained in the document:

- 50 or more employees- Is this people or FTE positions? i.e will part-time or casual staff count towards this figure?
- Other retailers that sell food or drink are included in scope e.g. DIY Stores, pharmacies, clothing stores and garden centres. District Council EHO's are generally not routinely present in these types of establishments to perform official food controls. This is because they are very low risk in terms of food safety and the NI Food Law Code of Practice allows alternative enforcement strategies for these types of businesses. Having to visit to enforce these Regulations in these types of businesses will therefore pose an additional burden on Environmental Health Departments.
- Section 4 of the consultation document lists impacts for health, business and the consumer. Impacts on the proposed enforcement authorities are not considered.

Thank you

We thank all respondents for their engagement with this consultation and for providing their views and evidence.

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

Item for:	Noting
Subject:	Environmental Crime Update

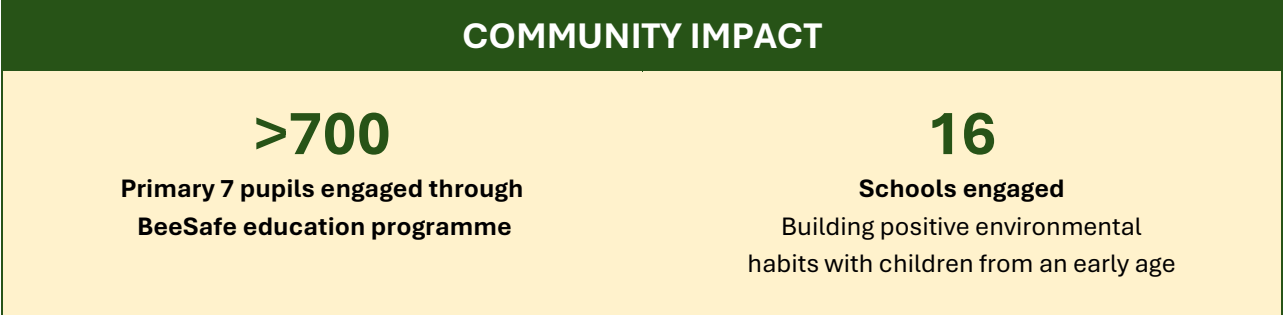
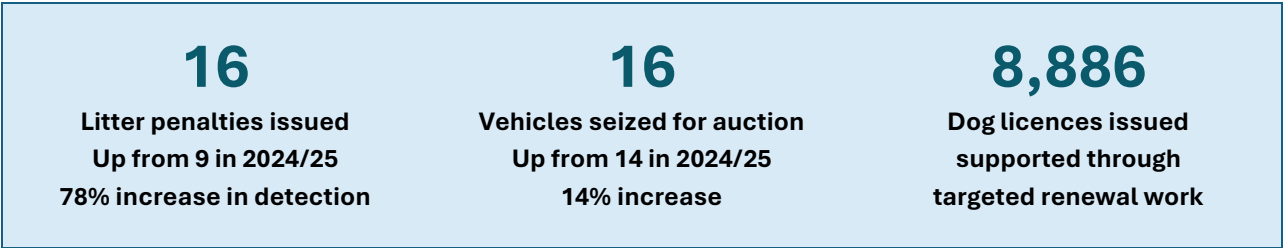
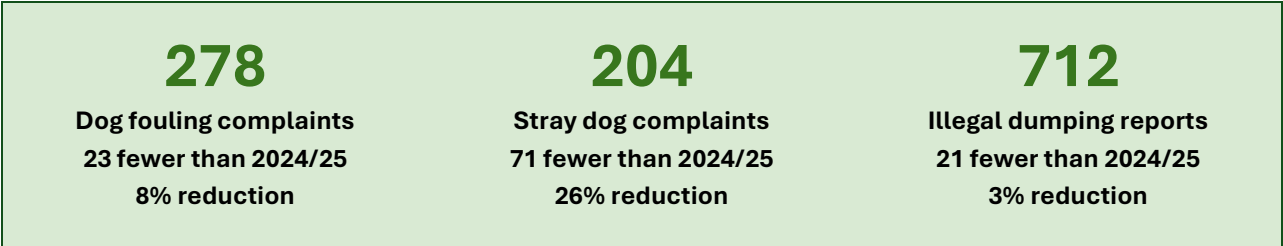
1.0	<u>Background and Key Issues</u>	
1.1	Environmental Crime remains a significant challenge and is generally categorised into Dog Fouling and Environmental Crime – including littering, fly tipping and graffiti. These offences continue to generate considerable public concern due to their impact on local neighbourhoods.	
1.2	The two most recent reports considered by the committee on this matter were on 3 September 2025 and 7 January 2026. These reports provided details of environmental crime incidents, enforcement activity and associated performance data, together with a narrative outlining the actions planned to address identified issues and improve compliance across the district.	
1.3	Committee requested that an annual report is tabled to the meeting of the Environmental Services Committee. Attached as Appendix 4 EH is the annual report for 2025/2026.	
1.4	Officers have captured and reviewed the issues and concerns raised through DEA meetings and have developed targeted initiatives to support local priorities. These initiatives, together with the actions taken in response to issues identified by Members and local communities, are detailed within the report.	
2.0	<u>Recommendation</u>	
2.1	It is recommended that the committee notes: the annual update report on Environmental Crime across the council area.	
3.0	<u>Finance and Resource Implications</u>	
	N/A.	
4.0	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	Brief summary of the key issues identified and proposed mitigating actions or rationale why the screening was not carried out	
	Operational update only.	

4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	Brief summary of the key issues identified and proposed mitigating actions or rationale why the screening was not carried out. Operational update only.	

Appendices:	Appendix 4 EH – Environmental Crime Report September 2026
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ENVIRONMENTAL CRIME 2025/26

Targeted patrols, stronger enforcement and community education are helping create cleaner, safer neighbourhoods.



1.0	<u>Background</u>
1.1	This report has been prepared to provide the Environment & Sustainability committee with a comprehensive overview of environmental crime and the actions taken to address it across the council area. It sets out, in infographic format, the overall position on numbers of complaints and actions taken by council officers and community initiatives delivered in partnership to address persistent issues.
1.2	The report also highlights the positive impact interventions by council officers have had on reducing certain aspects of environmental crime and the challenges the council continues to face. The most significant issues are in respect of illegal dumping and fly tipping. These offences represent the most substantial category of environmental crime in terms of both frequency and impact. They place considerable pressure on council resources, affect both rural and urban environments, and contribute to wider environmental degradation.
1.3	In addition to summarising performance over the reporting period, the document provides narrative on emerging patterns in environmental offending and the operational challenges associated with enforcement and compliance. It also outlines the planned actions and strategic priorities for the forthcoming year, setting out how the council intends to strengthen prevention, improve community engagement, enhance enforcement capability, and deliver more effective environmental protection across the district.
1.4	Together, this information is intended to support informed decision-making, ensure transparency and shape future policy and resource allocation in response to environmental crime.
1.5	<u>Key Issues</u>
1.6	Environmental crime - including dog fouling, general littering and fly tipping remains challenging to tackle effectively and, in practical terms, impossible to eradicate entirely. These issues generate strong public feeling, and residents often express frustration at their impact on neighbourhoods, shared spaces and community wellbeing. Despite this, it continues to be difficult to persuade members of the public to report offenders.
1.7	The council employs a range of strategies designed to educate, encourage, and enforce responsible behaviour. These approaches aim to promote responsible dog ownership, reduce environmental nuisance, and reinforce community expectations around civic responsibility. However, effective enforcement depends heavily on offences being witnessed directly by authorised officers and on officers being able to gather relevant evidence and details. This requirement makes detection resource-intensive and often diverts environmental wardens from other essential duties.
2.0	<u>Types of Environmental Crime</u>
2.1	Environmental crime within the Council area can broadly be divided into 2 categories:

- **Dog Fouling** — offences relating to irresponsible dog ownership and failure to remove dog waste.
- **General Environmental Crime** — including fly tipping/dumping, littering, abandoned vehicles, graffiti and flyposting.

2.2 **Dog Fouling**

2.3 Complaints regarding dog fouling have reduced by 8% over the reporting period, as illustrated in the infographic. This reduction reflects the impact of several previous and ongoing strategies aimed at promoting responsible dog ownership. Environmental Wardens have participated in targeted initiatives focusing on parks and identified hotspot areas, carrying out patrols during early mornings and later evenings when offences are most likely to occur. These proactive measures have contributed to improved visibility, increased public reassurance, and a modest decline in fouling-related complaints.

2.4 There has been a 26% reduction in the number of complaints relating to stray dogs during the reporting period. This suggests improved public awareness and more effective intervention by environmental warden staff. In contrast, the number of reported dog attacks has increased. Due to the seriousness of these incidents and the potential risk to public safety, such complaints are prioritised for immediate response by council officers. This ensures timely investigation, appropriate follow-up, and coordination with relevant agencies where required. While there is no single factor that can definitively explain the increase, it may be related to an increase in dog ownership generally and/or greater public awareness of reporting mechanisms encouraging reporting of incidents that may previously have gone unreported.

2.5 The trends outlined above demonstrate the ongoing need for a balanced approach combining education, engagement and enforcement. The council's continued focus on responsible dog ownership, supported by targeted patrols and improved administrative processes, will help ensure that resources are directed where they are most needed and that public expectations are met.

3.0 **General Environmental Crime**

3.1 Over the reporting period, there were 54 complaints relating to graffiti (up 24 from the previous year) however there was a decrease of litter complaints from 184 to 171. This rise reflects both a growing visibility of these offences in public spaces and the ongoing challenge of identifying offenders, who often act quickly and anonymously.

3.2 In contrast, illegal dumping continues to be the most dominant form of general environmental crime within the council area. It consistently exceeds littering by a significant margin and reinforces the need for continued prioritisation of targeted interventions, including education, surveillance, and enforcement.

4.0 **Legislative powers**

Environmental crime is addressed through several legislative instruments, each providing specific powers and penalty levels depending on the nature and severity of the offence:

- Dog fouling is enforced under the *Clean Neighbourhoods and Environment Act 2011*. The current fixed penalty rate is £100.
- Littering and small-scale dumping are dealt with under *The Litter (Northern Ireland) Order 1994*. The current fixed penalty rate is £100.
- Larger-scale dumping can be prosecuted under *The Waste and Contaminated Land (Northern Ireland) Order 1997*. The current fixed penalty rate is £400.

This tiered enforcement framework ensures that penalties are proportionate to the severity of the offence and provides officers with appropriate tools to respond effectively to a wide range of environmental crimes.

5.0 **Council Initiatives**

5.1 The council has continued to develop and implement a range of new initiatives aimed at tackling **graffiti**, **flyposting**, **littering** and **illegal dumping**. These initiatives are designed to strengthen operational capability, improve responsiveness, and support more effective enforcement across identified hotspot areas.

5.2 **Graffiti Removal Initiatives**

- 5.3 To address the increasing number of graffiti-related complaints, officers have progressed and implemented several practical measures:
- Spray paint cover-ups - Officers now carry appropriate coloured paint to cover small areas of offensive graffiti on street furniture and public property. Priority is given to the most offensive examples to ensure swift removal and reduce public distress.
 - Graffiti remover for private property - Where private property has been defaced and the owner does not have the means to remove, officers provide graffiti remover to assist with cleaning. This supports residents and helps maintain neighbourhood appearance.
 - Protective PPE — Officers use protective overalls, long gloves and masks to safeguard against windblown paint spray and ensure safe working conditions.

These measures have been implemented as required and have improved the council's ability to respond to offensive graffiti.

5.4 **Littering and illegal dumping initiatives**

5.5 A suite of new tools and operational supports has been introduced to strengthen the council's response to littering and illegal dumping:

- CCTV Wi-Fi cameras (service provider) — Stationary cameras have been installed at fly-tipping hotspots to detect offences and identify offenders. These cameras have proven invaluable in keeping areas clear and have recently been relocated to address a newly emerging hotspot.

- Remote battery-operated CCTV cameras — Additional cameras have been purchased for officers to deploy at hotspot locations. Implementation has been progressed in compliance with policy requirements.
- CCTV signage — In line with CCTV policy and procedures, signage has been prepared and is ready for use at any location where cameras are deployed.
- Large blue refuse sacks (Council-branded) — These sacks assist officers when decanting rubbish from black bags during evidence searches at fly-tipping sites. They also clearly indicate to cleansing services that the waste has been inspected and is ready for collection.

5.6 Dog Fouling Initiatives and Community Engagement

5.7 The council continues to implement a range of initiatives aimed at reducing dog fouling across parks, pitches and wider public spaces. These measures focus on improving signage, increasing public awareness, enhancing accessibility to dog waste disposal materials, and strengthening engagement with local communities.

5.8 Environmental Wardens continue to play a vital role in strengthening community relationships and promoting responsible dog ownership across the council area. Their participation in a series of public-facing initiatives has enhanced visibility, improved public understanding of environmental responsibilities, and supported wider efforts to reduce dog fouling and related offences.

5.9 Environmental Wardens participate in community events, engaging directly with residents and hosting dog shows recently in Lisburn on 4 July 2026 and Dundonald on 25 July 2026. These events provided opportunities for informal interaction between officers and dog owners, helping to build trust and encourage open dialogue about responsible ownership.

5.10 The events offered a range of practical supports, including:

- Free microchipping;
- Dog licensing support;
- Distribution of educational leaflets;
- Provision of free poo bags.

5.11 This multifaceted approach has helped increase awareness of council services, promote compliance with legal requirements, and reinforce positive behaviours within the community.

5.12 The Environmental Wardens also participated in the BeeSafe campaign, delivering an educational programme to approximately 700 Primary 7 school children across 16 schools. The sessions focused on responsible dog ownership, the importance of cleaning up after dogs, and the wider impact of fouling on public spaces and community wellbeing.

Engaging children at an early age supports long-term behavioural change, encourages responsible attitudes within families, and strengthens community understanding of environmental responsibilities. The Wardens' involvement in

this programme demonstrates the council's commitment to proactive education as a core component of its environmental crime strategy.

- 5.13 Through community events, educational outreach and direct engagement with residents, Environmental Wardens continue to promote responsible dog ownership and raise awareness of environmental issues. These initiatives complement enforcement activity, support positive behavioural change, and help build stronger relationships between the council and the communities it serves.

5.14 **Park and Pitch Signage**

- 5.15 The existing park and pitch signage, installed in 2019, was noted to be small and limited in number. There was a growing interest in increasing both the size and coverage of signs across council-managed parks and sports pitches. New, larger signage has now been purchased and is currently being erected throughout these areas. This updated signage provides clearer information on permitted use and seasonal restrictions, helping dog owners understand when and where dogs are allowed.

- 5.16 Some pitches operate seasonal restrictions; however, it was noted that signage at these locations had historically remained unchanged throughout the year. To address this, promotional banners were planned for rotation around pitches identified as fouling hotspots, this has not been progressed but will be throughout this financial year.

5.17 **Temporary Dog Fouling Signs**

- 5.18 Temporary signs are deployed in hotspot areas for a period of 12 weeks to reinforce responsible behaviour. New temporary signage has been purchased and is being widely used across the district by officers in areas experiencing recurring fouling issues.

5.19 **Poo Bag Dispensers and Refills**

To support responsible dog ownership, seven new locations are identified for the installation of poo bag dispensers:

1. Glenmore pitches;
2. Duncans Dam;
3. Hydebank pitches;
4. Killynure/Church road;
5. Strawberry Hill Lane;
6. Lower Ballinderry crossroads; and
7. Milltown.

- 5.20 In addition, a stock of 3 replacement dispensers is required for units that have become damaged beyond repair. Dispenser refills are also needed to ensure adequate supply across both existing and new locations.

- 5.21 Dispensers have already been erected in Milltown, Killynure and Duncans Dam. Community support has been welcomed in Milltown, where bags are delivered directly to the local community group for refilling.

6.0	<u>Team Structure and Operational Challenges</u>
6.1	The council’s approach to environmental crime enforcement continues to be guided by the powers available under the relevant statutory provisions and delivered in accordance with the council’s Enforcement Policy. Members will note that while the prevalence of environmental crime remains challenging across the area, numerous robust measures and community engagement activities are being implemented with a high level of success.
6.2	The Enforcement Officer Team is continuing to transition to the role of Environmental Wardens in the new structure, reflecting the broader remit and community-focused nature of their duties. There are currently 6 established posts within the team. Recruitment has proven challenging, with staff turnover contributing to capacity pressures. Nevertheless, the Environmental Wardens continue to utilise all available statutory powers and work within the council’s Enforcement Policy to deliver proportionate, evidence-based enforcement. Their ongoing training and operational experience are contributing to improved investigative outcomes, despite the constraints.
6.3	Strengthening staffing levels and maintaining ongoing professional development will be essential to improving detection rates and supporting more effective environmental protection across the district.
6.4	We continue to explore the opportunity to raise the competency of other frontline services, including within other council teams to support the reduction of environmental crime within the council area.

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

Item for:	Noting
Subject:	Christmas Waste Collection Arrangements and Recycling Centre Opening Hours

1.0	<u>Background and Key Issues</u>								
1.1	Alternative waste collection arrangements and revised Household Recycling Centre opening hours will be in place over the Christmas holiday period. These arrangements are consistent with those implemented for Christmas 2025.								
1.2	<u>Residual waste bin collections</u> <table border="1"> <thead> <tr> <th>Scheduled collection date</th><th>Alternative collection date</th></tr> </thead> <tbody> <tr> <td>Friday 25th December</td><td>Tuesday 22nd December</td></tr> <tr> <td>Monday 28th December</td><td>Thursday 24th December</td></tr> <tr> <td>Friday 1st January</td><td>Wednesday 30th December</td></tr> </tbody> </table>	Scheduled collection date	Alternative collection date	Friday 25th December	Tuesday 22nd December	Monday 28th December	Thursday 24th December	Friday 1st January	Wednesday 30th December
Scheduled collection date	Alternative collection date								
Friday 25th December	Tuesday 22nd December								
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1.3	<u>Recycling bin collections</u> <table border="1"> <thead> <tr> <th>Scheduled collection date</th><th>Alternative collection date</th></tr> </thead> <tbody> <tr> <td>Friday 25th December</td><td>Wednesday 23rd December</td></tr> <tr> <td>Monday 28th December</td><td>Tuesday 29th December</td></tr> <tr> <td>Friday 1st January</td><td>Thursday 31st December</td></tr> </tbody> </table>	Scheduled collection date	Alternative collection date	Friday 25th December	Wednesday 23rd December	Monday 28th December	Tuesday 29th December	Friday 1st January	Thursday 31st December
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Friday 25th December	Wednesday 23rd December								
Monday 28th December	Tuesday 29th December								
Friday 1st January	Thursday 31st December								
1.4	<u>Brown bin collections</u> There will be no brown bin collections between Monday 21st December and Sunday 3rd January to accommodate the alternative Christmas and New Year residual waste and recycling bin collections. Brown bin collections were suspended during the same two-week period for Christmas 2025, with no adverse impacts reported.								
1.5	<u>Kerbie/Wheelie box collections</u> <table border="1"> <thead> <tr> <th>Scheduled collection date</th><th>Alternative collection date</th></tr> </thead> <tbody> <tr> <td>Friday 25th December</td><td>Sunday 27th December</td></tr> <tr> <td>Monday 28th December</td><td>Collections as normal</td></tr> <tr> <td>Friday 1st January</td><td>Saturday 2nd January</td></tr> </tbody> </table>	Scheduled collection date	Alternative collection date	Friday 25th December	Sunday 27th December	Monday 28th December	Collections as normal	Friday 1st January	Saturday 2nd January
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1.6 **Household Recycling Centres**

Household Recycling Centre opening times are as follows:

Date	Opening hours
Thursday 24th December	9am to 3pm*
Friday 25th December	CLOSED
Saturday 26 th December	CLOSED
Monday 28th December	9am to 3pm*
Thursday 31 st December	9am to 3pm*
Friday 1 st January	CLOSED

*last entry is 10 minutes before closing time

1.7 **Communications**

Information on holiday collection arrangements and changes to Household Recycling Centre opening hours will be promoted through the Council's social media channels, website, online collection calendar and Binformation mailing list. The information will also be included in the winter edition of CityWide, which is due to be delivered to all households in November 2026.

2.0 **Recommendation**

It is recommended that the committee:

- notes the alternative waste collection dates and alternative Household Recycling Centre opening hours over the Christmas holiday period.

3.0 **Finance and Resource Implications**

There are no financial implications for the Council.

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

4.1	Has an equality and good relations screening been carried out?	No
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4.2	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out	
	Not required.	

4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	No
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4.4	Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.	
	Not required.	

Appendices:

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

Item for:	Noting
Subject:	Christmas Toy Reuse Scheme 2026

1.0	<u>Background and Key Issues</u>
1.1	In 2022, officers established a pilot ‘Christmas Toy Reuse Scheme’ in partnership with local reuse charity Habitat ReStore, Lisburn. Following its success, the scheme has continued annually and is now being delivered for the fifth consecutive year.
1.2	The scheme helps divert pre-loved toys from landfill while providing families experiencing financial difficulties, including those on low income and in areas of social deprivation, access to quality toys for their children at low cost.
1.3	By extending the life of toys that might otherwise be discarded, the scheme reduces landfill waste and disposal costs while saving the resources, energy and emissions involved in producing new toys. It also promotes sustainability by encouraging residents to make the most of what they already have and reduce unnecessary waste.
1.4	Residents will be encouraged to donate gently used, pre-loved toys at dedicated drop-off points across the Council area from 26 October to 12 December 2026: • Habitat ReStore, Lisburn • The Cutts Household Recycling Centre • Maghaberry Community Centre • Dundonald International Ice Bowl
1.5	LCCC staff will also have the opportunity to donate toys at Lagan Valley Island.
1.6	Habitat ReStore will create a dedicated toy shop area within their Lisburn premises from Thursday 12 November to Saturday 19 December.
1.7	Pop-up toy shops will be held to enable residents from outlying areas the opportunity to benefit from the project: • Dundonald International Ice Bowl: Tuesday 24 November, 11am to 2pm • Lough Moss Leisure Centre: Tuesday 01 December, 11am to 2pm • Maghaberry Community Centre: Tuesday 08 December, 11am to 2pm
1.8	The Christmas Toy Reuse Scheme will be communicated on the council website, CityWide magazine and on council social media channels.

2.0	<u>Recommendation</u> It is recommended that the committee: notes the information contained within this report.	
3.0	<u>Finance and Resource Implications</u> There are no financial implications for the Council.	
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 Not required.	
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. Not required.	

Appendices:	