Lisburn & Castlereagh City Council

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March 4th, 2024

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

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

Notice Of Meeting

A meeting of the Regeneration and Growth Committee will take place on **Thursday, 7th March 2024** at **6:00 pm** in the **Council Chamber and Remote Locations** for the transaction of business on the undernoted agenda.

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

DAVID BURNS
Chief Executive
Lisburn & Castlereagh City Council

Agenda

1.0 APOLOGIES

2.0 MEMBERS DECLARATION OF INTERESTS

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

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

3.0 REPORT OF HEAD OF ECONOMIC DEVELOPMENT

3.1 NI Enterprise Support Service (ESS) – 'Go Succeed' – Business Support Small Grant

For Decision

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3.2 Car Park Strategy

For Decision

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3.3 EV Notice of Motion

For Decision

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3.4 Labour Market Partnership (LMP) Action Plan 2023-2024 Update

For Noting

4. 23-24 LMP Action Plan Spend - Noting.pdf ***Page 163***

4.0 REPORT OF HEAD OF PLANNING & CAPITAL DEVELOPMENT

4.1 Department for Infrastructure (DfI) A Call for Evidence of the Strategic Planning Policy Statement (SPPS) on the Issue of Climate Change

For Decision

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4.2 Local Development Plan 2032 Revised Timetable

For Decision

6. LDP Timetable.pdf ***Page 173***

Appendix 6 Timetable Complete Document 2024.pdf ***Page 175***

5.0 CONFIDENTIAL BUSINESS

5.1 Acquisitions, Disposals and Estates Update

For Decision

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

1Confd Aquisitions, Disposals and Estates Update 28.2.24.pdf *Page 188*

5.2 Regeneration and Economic Reserve Fund

For Decision

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

2Confd Regeneration and Economic Reserve Fund 190224 (003).pdf ***Not included***

5.3 Refurbishment of the Light Floor in Lisburn City Centre

For Decision

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

3. Refurbishment of the light floor 19 02 24 (002).pdf ***Not included***

5.4 Funding available from the Department for Communities

For Decision

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

4. DfC Funding for City Centre marketing 19 02 2024.pdf ***Not included***

6.0 ANY OTHER BUSINESS

Lisburn & Castlereagh City Council

Committee:	Regeneration & Growth
Date:	7 March 2024
Report from:	Head of Economic Development

Item for:	Decision
Subject:	NI Enterprise Support Service (ESS) – 'Go Succeed' – Business Support Small Grant

1.0 **Background**

1. As previously conveyed to Members at the Regeneration and Growth Committee meeting on 5 October 2023, the NI Business Start-Up Programme has undergone a transition and has now been replaced by a new NI Enterprise Support Service, branded as 'Go-Succeed'. Funding has been received through the UK Shared Prosperity Fund (UKSPF) with match-funding from the 11 Councils. The new service is led by Belfast City Council (BCC) on behalf of the 11 Councils. The SOLACE Economic Development Group (which includes representation by the Council's Head of Economic Development) provides a NI-wide oversight function in the delivery of the programme.

2. Go Succeed launched on 13 November 2023, and during the initial implementation phase has focused on mentoring support and training sessions for startup and existing businesses.

3. As part of the overall Go Succeed service for start-up and growth businesses, there is an offer of a business support grant for existing businesses. The grant support is scheduled to roll out over the coming months and will complete in March 2025 at the end of this funded period. An overview of the 'Go Succeed' Grant Support Programme, criteria for applying and the allocation of funding along with the number of grants available for Lisburn and Castlereagh businesses is attached (**see Appendix**).

2.0 **Key Issues**

1. The total small grant budget available to businesses within Lisburn and Castlereagh City Council area to March 2025 is £304,040

2. Individual grants available to businesses range from a minimum of £1,000 up to a maximum of £4,000. In order to qualify for the grant, businesses must have firstly completed up to 50% of the appropriate support package. At the time of drafting the report there are 17 qualifying businesses.

3. Each Council will manage the roll out and delivery of the grants. To ensure consistency of approach, BCC has led on the procedures to administer the small grants programme. Each Council is responsible for ensuring that sufficient resources are allocated within their teams to execute these detailed procedures efficiently. Financial reimbursements from BCC/Department for Levelling-Up, Housing and Communities (DLUHC), will only be issued after thorough documentation verification, necessitating Councils to manage cash flow for the grants programme and seek retrospective payment.

4. BCC has proposed that for each grant there is an upfront payment of 80% to each business. Currently the 80% upfront payment has been agreed by seven Councils with Mid Ulster opting for 25% upfront and Armagh City, Banbridge & Craigavon Borough Council 20% upfront, whilst Fermanagh & Omagh District Council are not offering any upfront payment. In line with current policy in Economic Development, LCCC officers propose that the Council would also not offer any payment upfront with the total grant paid in retrospect based on evidence of vouched expenditure. Officers will review and evaluate this process after six months in terms of effectiveness.

5. The above is based on experience in handling grants disbursed through the rural development scheme where often small business have not the capacity or the motivation to provide the requisite information post the award. In addition, it should be anticipated, given the vulnerability of the sector that this is aimed at, there will be a level of attrition, and whilst the individual grant is small the cumulative write off could be significant.

6. The programme requires a 5-day turnaround for quality, though the due diligence process may extend beyond this timeframe. While the pace of progress relies on the grant applicant's provision of complete documentation to access the grant, officers are committed to employing a 'best endeavours' approach. This entails utilising all reasonable efforts, resources, and capabilities to meet the grant programme obligations.

7. This programme runs to March 2025 with an overall target of circa £300K of grant. The targets as outlined, given the architecture of the scheme, are ambitious and will be challenging to meet as previously reported to Committee. At this point there is no clarity on what succeeds this scheme. That said, there is a Inter-Council Officer Working Group whick led on the development of the initial bid and continues to engage with DfE.

2.0 **Recommendation**

It is recommended that the Committee considers and:

1. Notes the update provided and approves the post receipt grant award approach.
2. Agrees to receive further reports on the roll-out of ‘Go Succeed’ in due course.

3.0 **Finance and Resource Implications**

The total small business grant allocation for Lisburn and Castlereagh from the UK Shared Prosperity Fund is £304,040 for 2023/2025.
This forms part of the overall indicative £1.7M programme grant from the UK Shared Prosperity Fund, which in turn is match funded by the Council in the sum of £119,250 per year for the period 2023/2025.

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

4.1	Has an equality and good relations screening been carried out?	Yes
4.2	Brief summary of the key issues identified and proposed mitigating actions **or** rationale why the screening was not carried out.	

	BCC has screened the NIESS – Go Succeed. A copy was provided to the Regeneration and Growth Committee in October 2023.	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed? .	Yes
4.4	Brief summary of the key issues identified and proposed mitigating actions **or** rationale why the screening was not carried out. BCC has completed an RNIA for the NIESS – Go Succeed. A copy was provided to the Regeneration and Growth Committee in October 2023	

Appendices:	Appendix 1 - Overview of NIESS 'Go-Succeed' Grants Programme

Shared Prosperity Fund Grants

NI Enterprise Support Service - NIESS

February 2024

LCCC Budget and Output

- LCCC Budget for 2 Years of Programme £343,417

- 10% Admin allowance agreed with funder £39,377

- Budget Grant for Businesses £304,040

- Number of approved grants (average assumed at £3.5k) 86
  - Target of number of approved grants Year 1 30
  - Target of number of approved grants Year 2 56

- Individual Grant Value
  - Maximum approved grant £4,000
  - Minimum approved grant £1,000

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Grant Overview

Grant Amounts

- Grant amounts of between £1000 and £4000 (supporting approximately 86 businesses 23/24 and 24/25)

Target businesses

- Employer enterprises in receipt of support under ESS - foundation or growth stages
- Employer enterprises that can demonstrate growth, identified through the one-to-one mentoring process and aligned directly to the business's strategic growth plan (i.e., productive growth, export development, efficiencies, job creation potential
    - *Evidenced on application form - needs developed into questions – measurable outputs*

Funding

- Funding may be used for either capital equipment or revenue requirements
- Common template and approach across NI
- A competitive process and all grants awarded will be determined on the basis of merit.
- An assessment of all other funding options would be undertaken prior to award of the grant
- To support costs associated with business growth that cannot be funded through another available grant programme. (An assessment of all other funding options would be undertaken prior to award of the grant, i.e. INI, DTFF, Intertrade), –

Eligibility Overview

- Employer enterprises / social economy enterprises who have min of 1 FTE, and max of less than 10 FTE in total, including the business owner/s)
- Employer enterprises / social economy enterprises that have received support / in receipt of support through either Foundation or Growth stages of ESS programme, and grant has been identified as part of growth plan
- Employer enterprises / social economy enterprises that are actively trading commercially for over 6 months
- Non invest NI clients (or if INI client, approval from INI that business can receive support through ESS programme)
- All applicants must have a business bank (or other financial institution account) used for the sole purpose of their business – i.e. separate from personal finances.

Type of Eligible Expenditure

- **New** equipment / machinery that contributes towards business productivity growth or efficiency
- Mobile machinery, such as scissor lifts, forklifts, ride-on lawn mowers
- Computer equipment & software (outright purchase only, on-going license fees ineligible)
- Web development / e commerce website sites
- Marketing / brand development
- Specialist Consultancy costs (which cannot be provided for through the wider ESS programme or another external agency), e.g., Energy efficiency improvements, digital transformation
- Attendance at trade shows/exhibitions/market visits to create market exposure and sales opportunities (could be linked with targeting a new export market)

Ineligible Expenditure One

- Businesses previously funded via the ESS Grants
- Equipment / services that are eligible for funding through another programme (e.g., DTFF, INI, Intertrade Ireland)
- Retrospective expenditure (e.g., where services/items have already been obtained and paid in advance of a signed Letter of Offer)
- Motorised vehicles, including vans, lorries, cars, boats, bikes, quads or any other form of motorised mobile vehicles that can used as a means of transport
- Secondhand equipment, where like for like quotations cannot be obtained
- General maintenance or refurbishment works
- Servicing of existing equipment
- Capital Improvements, building works, refurbishments (i.e., of any residential property or commercial property
- Training costs where it is not part of the funded project
- Labour costs not directly associated with the installation of purchased equipment / capital works or build of websites
- Any activity or action that is a statutory requirement of your business (e.g., for Health and Safety purposes such as Personal Protective Equipment) or the responsibility of another government department

Ineligible Expenditure Two

- Activities which are party-political in intention, use or presentation
- Alcohol, gratuities, gifts and prizes
- Costs that are not auditable (e.g., cash payments unsupported by an approved petty cash system)
- Purchase of stock for general trading purposes
- Business running costs (e.g., staff costs, rent, rates, electric, insurance, stock)
- Consumable items used by businesses that are replaced regularly because they wear out or are used up (e.g., hand sanitizer, masks, gloves, visors, high-visibility vests for staff, printer ink).
- Staff Uniforms or clothing, including personal protective items
- On-going Licence Fees
- Loan Repayments, Bank interest charges, referral fees and foreign currency transaction charges.
- Costs that can be claimed back from elsewhere (e.g., VAT.)

Please note this list is not exhaustive

Lisburn & Castlereagh City Council

Committee:	Regeneration and Growth
Date:	7 March 2024
Report from:	Head of Economic Development

Item for:	Decision
Subject:	Car Park Strategy

1.0 **Background**

1. Following a period of public consultation, the Council agreed its Car Park Strategy and Action Plan in June 2019. A copy of the final document is appended to this report (**see Appendix**).

2. The co-ordination of the project was led by Economic Development, but the Strategy and Action plan dealt with car parking matters for the whole Council on a cross-directorate basis including a statutory connection to the Local Development Plan. In particular the Action Plan deals with the Council's off-street car parks, and includes recommendations for key stakeholders (Lagan Valley and Ulster Hospitals, DfI, commercial providers, Translink) that have direct and indirect parking influences and responsibilities.

3. The scope of the original commission involved:

   - consideration of the baseline in terms of parking provision and policies and also an assessment and review of usage, operation and tariffs etc
   - detailing current issues, challenges and trends in relation to car parking within the Council area and identifying, through successful scheme examples, best practice in terms of the management and operation of parking facilities, and
   - detailing potential future developments and the impact they may have upon parking provision in off-street carparks within Lisburn City Centre.

2.0 **Key Issues**

1. Since the Strategy was agreed in 2019, the wider economic context has changed, and the plans of third-party stakeholders have been updated. The closure of two banks on Bow Street and the relocation of the health centre has impacted the requirement for short term parking. In addition, the longer-term impact of covid, particularly on people's working patterns, has seen a potential reduction in the requirement for parking across the working week.

2. It is therefore proposed that the Car Park Strategy and Action Plan is refreshed, and that the original scope is updated to include the following:

   - A review of pricing (charges and policy) for off-street car parks under the Council's control

- Embracing new technologies, best practice and innovative solutions
- Consideration of linkages to active travel, including bus, rail, walking, wheeling and cycling
- Consideration of the benefits and issues associated with free-parking over key periods across the public and private sector estate offering car parking
- Regeneration initiatives in the city centre and wider settlements, including the potential disposal of Council sites under Development Brief (such as Linenhall Street and Castle Street car parks)
- The growth in Electric Vehicles and the pace of development of supporting infrastructure
- The Council's plans for Destination Royal Hillsborough under Belfast Region City Deal
- Consideration of the Eastern Transport Plan 2035 (previously known as the Belfast Metropolitan Transport Plan) which is currently being drafted by the Department for Infrastructure and is aligned to the Council's Local Development Plan

3. It is proposed that the Council publicly procures an appropriately qualified commercial third party to complete this work.

Recommendation

It is recommended that the Committee considers and agrees to a refresh of the Car Park Strategy and Action Plan as outlined above.

4.0 **Finance and Resource Implications**

It is estimated that this exercise would cost in the region of £20 - £25k which would be shared across directorates within their respective revenue budgets.

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

5.1	Has an equality and good relations screening been carried out?	No
5.2	Brief summary of the key issues identified and proposed mitigating actions **or** rationale why the screening was not carried out. The screening will be completed once the new Strategy and Action Plan have been drafted.	
5.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	No
5.4	Brief summary of the key issues identified and proposed mitigating actions **or** rationale why the screening was not carried out.	

	The screening will be completed once the new Strategy and Action Plan have been drafted.	

Appendices:	Appendix 2 - Car Park Strategy and Action Plan 2019

Lisburn and Castlereagh City Parking Strategy

Stage 4 - Parking Strategy and Action Plan

Lisburn and Castlereagh City Council

Project number: 60539778

16 May 2019

Quality information

Prepared by	Checked by	Verified by	Approved by
Laura McCoy Graduate Consultant	Peter Morrow Associate Director	Peter Morrow Associate Director	Tim Robinson Regional Director

Revision History

Revision	Revision date	Details	Authorized	Name	Position
0	01.12.17	Internal Draft	PTM	Peter Morrow	Associate Director
1	15.12.17	First internal Draft	PTM	Peter Morrow	Associate Director
2	18.12.17	First draft for client	PTM	Peter Morrow	Associate Director
3	29.01.18	Second draft for client	PTM	Peter Morrow	Associate Director
4	21.03.18	Third draft for client	PTM	Peter Morrow	Associate Director
5	27.03.18	Fourth draft for client	PTM	Peter Morrow	Associate Director
6	14.05.18	Fifth internal draft	PTM	Peter Morrow	Associate Director
7	10.08.18	Fifth draft for client	PTM	Peter Morrow	Associate Director
8	13.09.18	Sixth draft for client	PTM	Peter Morrow	Associate Director
9	17.10.18	Seventh draft for client	PTM	Peter Morrow	Associate Director
10	28.03.19	Eighth draft for client	PTM	Peter Morrow	Associate Director
11	07.05.19	Ninth draft for client	PTM	Peter Morrow	Associate Director
12	16.05.19	Tenth draft for client	PTM	Peter Morrow	Associate Director

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1. Introduction

AECOM have been appointed by Lisburn and Castlereagh City Council (LCCC) to develop an off street car parking strategy which will apply throughout the Council area, but will have a particular focus upon Lisburn City as well as Moira, Hillsborough, Carryduff and Dundonald.

Lisburn and Castlereagh City Council was formed on 1st April 2015 and assumed responsibility for the former Lisburn City Council and Castlereagh Borough Council areas. As a result of Local Government Reform in Northern Ireland, the Department for Infrastructure Roads (DfI, previously DRD) transferred all of its off street car parks (excluding Park and Ride/Park and Share sites which are currently owned by DfI but managed by Translink) to local councils. LCCC is therefore now responsible for the operation of 12 car parks previously operated by DfI as well as five Legacy Council sites.

The purpose of the Parking Strategy is to address off street car parking under the control of the Council in terms of availability, accessibility and convenience. Furthermore, the Strategy will take account of the performance of the Council's principal settlements i.e. Lisburn City, Hillsborough, Moira, Carryduff and Dundonald as places to work, visit and invest.

1.1 Parking Strategy Stages

The study is split into four stages:

- Stage 1 – Baseline Review;
- Stage 2 – Current Issues, Challenges and Trends;
- Stage 3 – Study of Future Developments; and
- Stage 4 – Parking Strategy and Action Plan.

This strategy and action plan has been developed following the completion of:

- Stage 1 – consideration of the baseline in terms of parking provision and policies and also an assessment and review of usage, operation and tariffs etc.;
- Stage 2 – detailing current issues, challenges and trends in relation to car parking within the LCCC area and identifying, through successful scheme examples, best practice in terms of the management and operation of parking facilities; and
- Stage 3 – detailing potential future developments and the impact they may have upon parking provision in off street car parks within Lisburn City Centre.

2. Baseline Review and Consultation

2.1 Introduction

This chapter provides an overview of the primary findings of Stages 1 – 3 of the parking strategy development for LCCC. An overview of one-to-one consultations with key stakeholders in the Council area which were undertaken during Stage 2 is also set out within this chapter.

2.2 Existing Car Park Provision

LCCC are responsible for the management of 17 off street parking facilities (i.e. comprising 12 former DfI sites and five Legacy Council sites) in the following four settlements:

- Lisburn City – 13 car parks;
- Hillsborough – 1 car park;
- Moira – 1 car park; and
- Dundonald – 2 car parks.

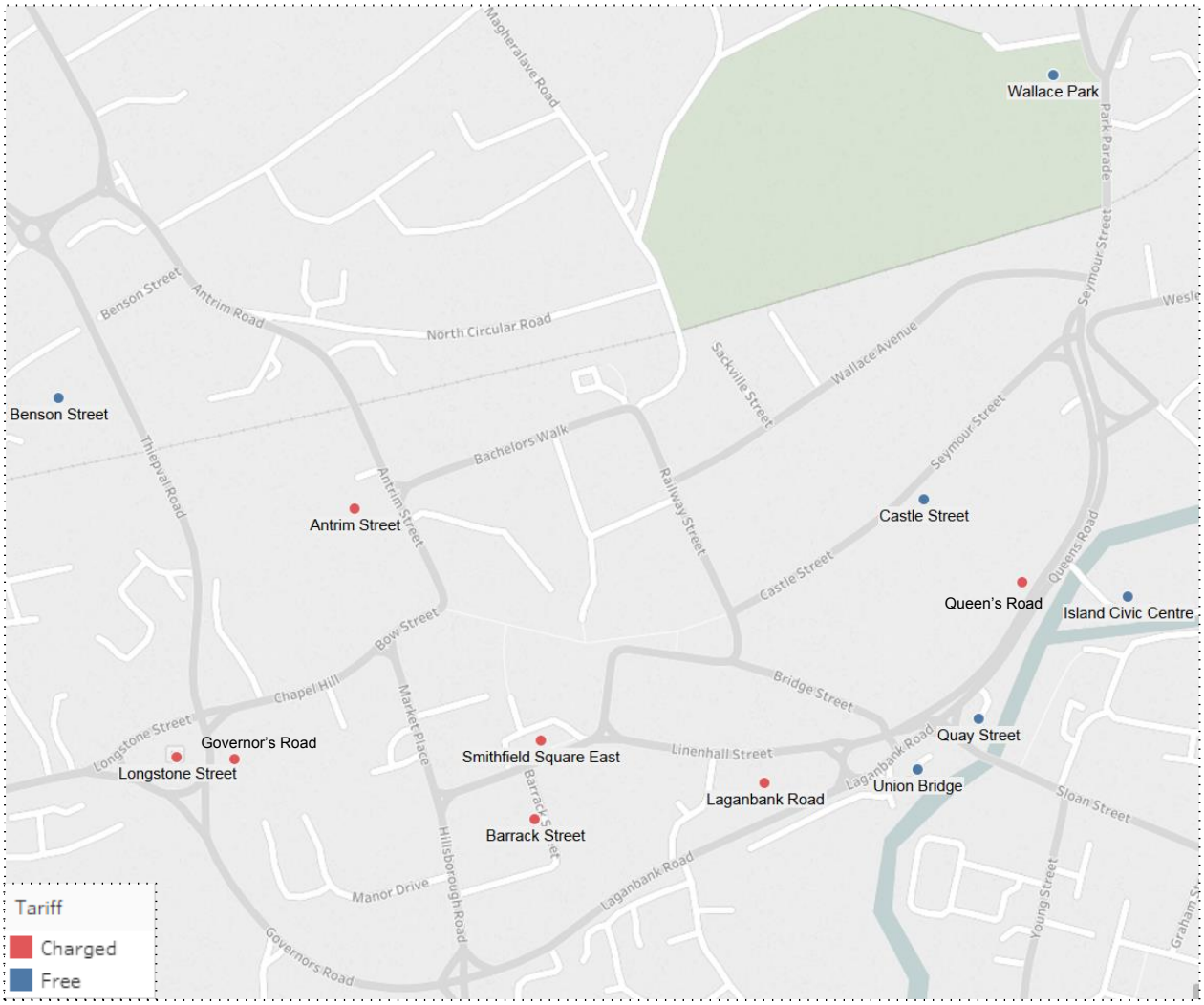
There are no off street car parks under the ownership of the Council in Carryduff.

The 17 Council-owned car parks provide a combination of charged and free parking provision. The 17 sites provide a total of 1,493 spaces, consisting of 736 charged in eight car parks and 757 free spaces in nine car parks.

In Lisburn City, the Council own 13 car parks providing a total of 1,324 spaces, consisting of 680 charged spaces at seven car parks and 644 free spaces at six car parks. In Hillsborough, the Council own one site which provides 56 charged spaces at Ballynahinch Street. In Moira, the Council own one car park which provides 59 free spaces at Main Street. In Dundonald, the Council own two car parks which provide 54 free spaces at Moat Park.

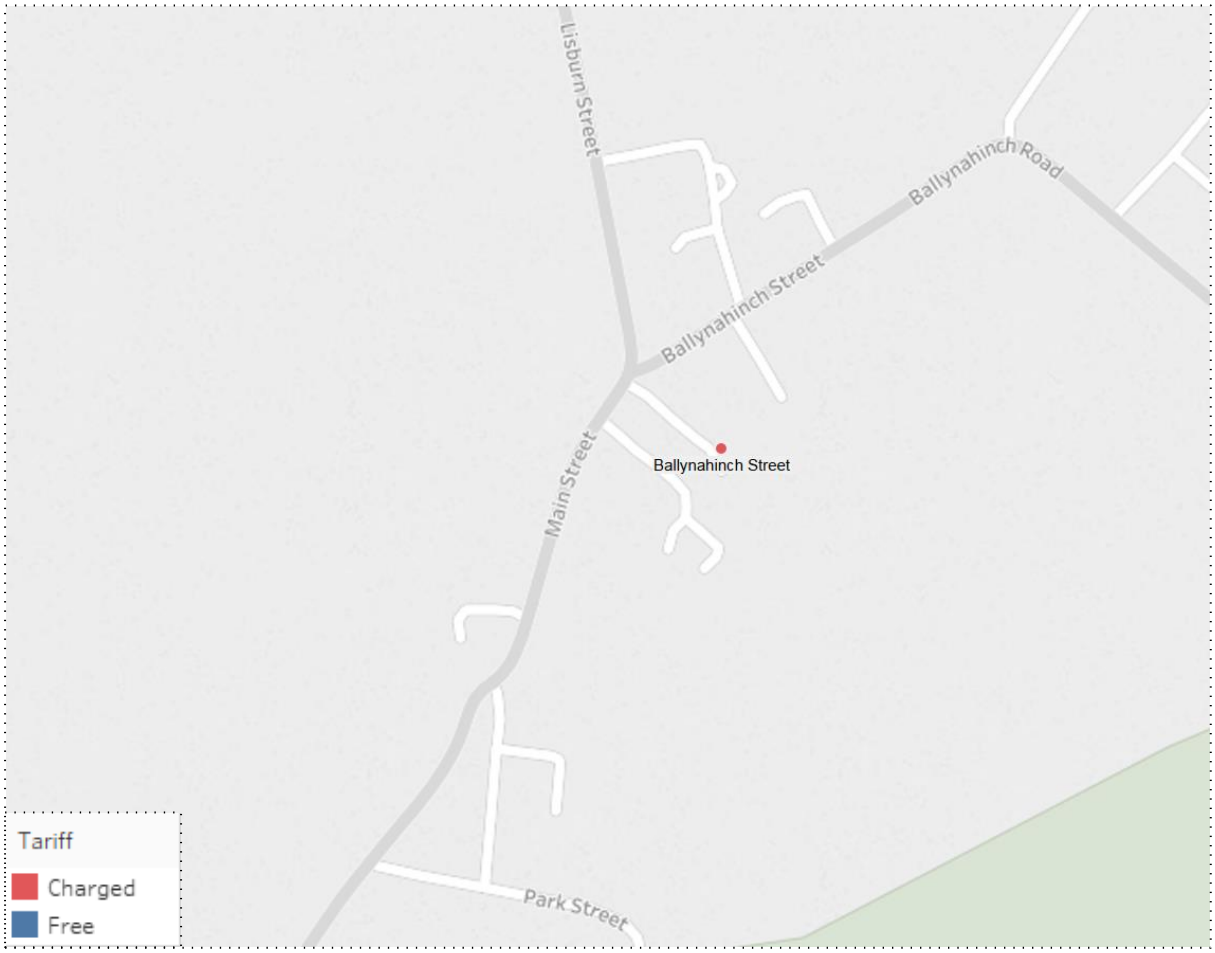
Council parking provision in Lisburn City, Hillsborough and Moira are illustrated respectively in Figures 1 – 3 below.

Figure 1. Council Car Parks, Lisburn



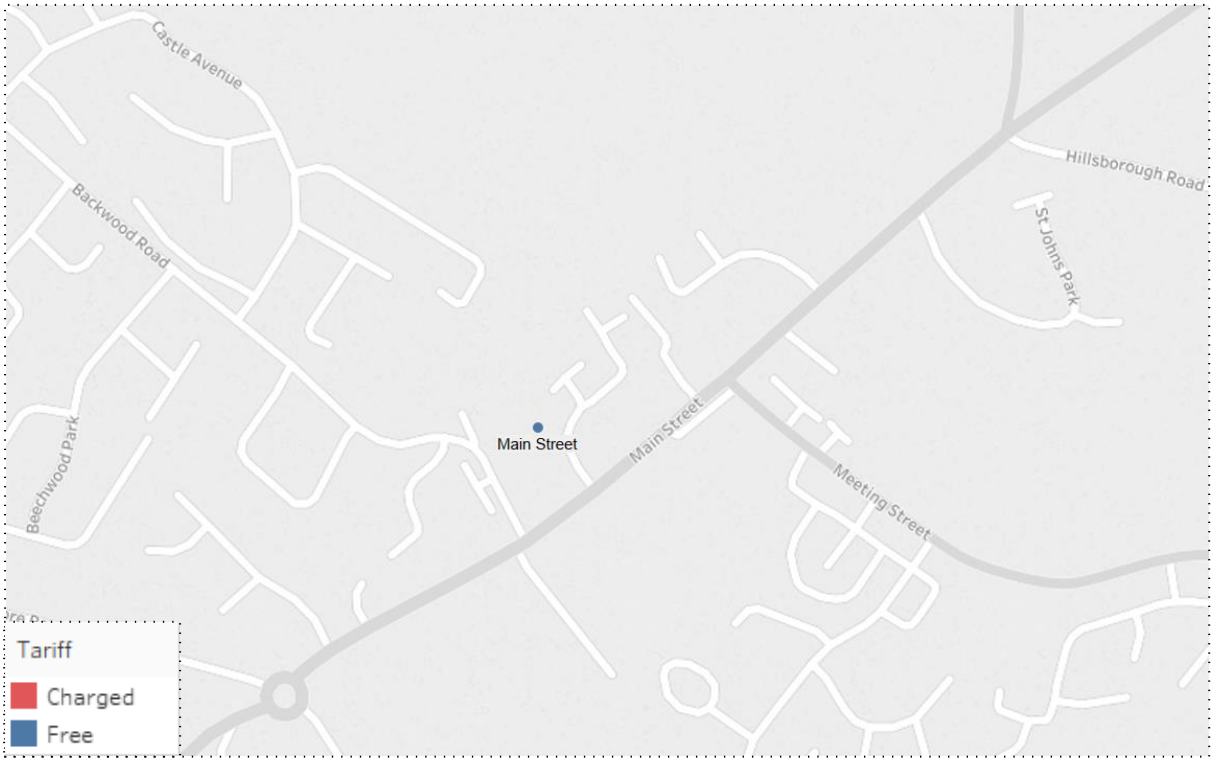
Source: AECOM / Open Street Map

Figure 2. Council Car Parks, Hillsborough



Source: AECOM / Open Street Map

Figure 3. Council Car Parks, Moira



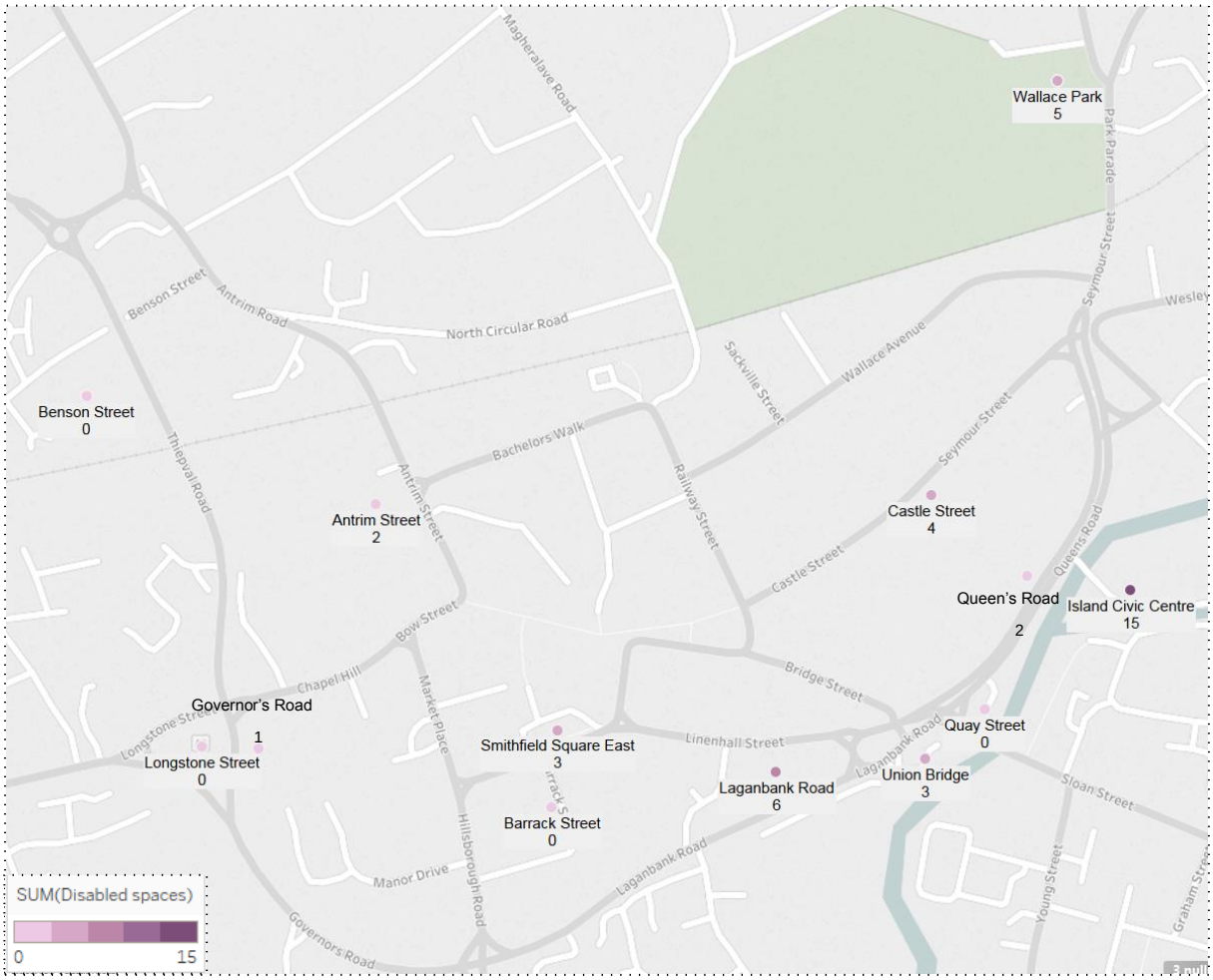
Source: AECOM / Open Street Map

Parking tariffs in the Council owned parking facilities vary between settlements. In Lisburn City there are seven charged and six free Council car parks. A tariff of £0.70 per hour is charged at three sites, £0.50 per hour is charged at one site, £0.40 per hour is charged at two sites and £0.30 per hour is charged at one site in Lisburn City. In Hillsborough, Ballynahinch Street charges £0.40 per hour. Furthermore, a special tariff of £1.00 for up to three hours stay duration is applicable at seven out of eight charged Council sites.

In all Council charged car parks, parking users can pay for parking using a variety of payment methods which include cash, cashless technology i.e. Parkmobile and season tickets.

Disabled parking provision varies within individual Council car parks, with four Council sites providing no disabled parking spaces. Throughout the City Council, designated disabled parking bays account for 3% of off street parking provision. Development Control Advice Note (DCAN) 11 'Access for All' outlines design standards for the number of accessible bays to be provided in a car park based upon car park size. Of the 17 Council car parks throughout the City Council, 10 sites either meet or exceed the recommended DCAN 11 advisory guidance, whereas a shortfall of between two and seven spaces at the remaining seven Council sites.

Figure 4. Disabled parking provision, Lisburn



Source: AECOM / Open Street Map

Electric Vehicle (EV) charging provision is only provided at one Council owned site (Benson Street) and also parent and child provision is only provided at two sites (Wallace Park and Island Civic Centre). Currently there is no motorcycle parking provision in Council owned sites.

Parking audits, which reviewed the car park features at each Council owned parking facility revealed that generally there was a good standard in terms of lighting, parking space size, white lining, parking surface and car park design. However, audits also revealed that some parking facilities lacked EV charging and had restricted views, which can reduce perceived user safety within the car parks.

In relation to car ownership, Lisburn and Castlereagh City have higher levels of multiple car ownership than Northern Ireland as a whole (33% compared to 27%). Also, Lisburn and Castlereagh's population is projected to

increase by 0.7% per annum between 2015 and 2039, compared to a projected 0.4% increase per annum in Northern Ireland as a whole.

2.3 Policy Review

There are several key documents in Northern Ireland which focus upon transport policy and within these documents there are many specific parking policies, both statutory and non-statutory, which are relevant when developing a parking strategy. These include:

- The Programme for Government;
- Regional Development Strategy (RDS);
- Regional Transport Strategy (RTS);
- Sub-Regional Transport Plan (SRTP);
- Strategic Planning Policy Statement for Northern Ireland (SPPS);
- PPS3 – Access, Movement and Parking;
- PPS13 – Transportation and Land-Use;
- Draft Belfast Metropolitan Area Plan (dBMAP);
- Belfast Metropolitan Transport Plan (BMTP);
- West Lisburn Development Framework (non-statutory);
- Laganbank Quarter Development Scheme (DRAFT; non-statutory); and
- Lisburn City Centre Masterplan (non-statutory).

The Draft Programme for Government Framework is a new approach which focuses on the major societal outcomes that the Northern Ireland Executive wants to achieve. The Framework's purpose is to improve wellbeing for all by tackling disadvantage and drive economic growth. The Framework aims to achieve this by improving air quality, environmental sustainability, public transport and active travel usage, and transport connections for people, goods and services.

The Preferred Options Paper, whilst not a policy, also refers to Transport under Section 7E. Key issues are discussed within the document relating to the retention of key infrastructure schemes such as the Knockmore Link Road, retention of Park and Ride sites and the promotion of active travel i.e. walking, cycling and public transport.

These policies outline that the development of a parking strategy for the Council area should be based on applying demand management interventions that better manage the existing car parking provision and tackle the congestion experienced in the settlements during peak times. Such approaches also seek to reduce the propensity for long stay parking in urban centres and to encourage short stay parking opportunities.

Wider regional policies i.e. RDS, RTS, SRTP and SPPS discuss demand management, the importance of economic activity and growth to the success of Lisburn and Castlereagh, which forms part of the Metropolitan Area of Belfast (see Appendix A for details).

In particular the SPPS under regional strategic policy and implementation (page 108) refers specifically to Car Parking and states:-

'LDPs should identify existing and any proposed town centre car parks. As part of preparing an overall car parking strategy, councils should bring forward local policies to ensure adequate provision for car parking within new developments (including spaces for people with disabilities, and parent and child parking spaces) and appropriate servicing arrangements. LDPs should also consider and identify park and ride/park and share sites where appropriate. LDPs should recognize the role of car parking in influencing modal choice between private car and public transport. LDPs should consider a range of initiatives such as designating areas of parking restraint, reducing the supply of long-term parking spaces, pricing policy, land use measures and innovative work practices.'

The draft BMAP 2015 and BMTP 2004 set out transport schemes such as Lisburn West Rail Halt, Belfast Rapid Transit (BRT) and Park and Ride facilities for the Council area in order to strengthen the Council area's regional position within Northern Ireland, and to facilitate sustainable growth, sustainable quality developments and policy coordination at local and regional levels (see Appendix A for details).

Council plans/schemes i.e. Lisburn City Centre Masterplan and Laganbank Quarter Development (LBQD) Scheme sets out a range of commercial, retail and residential developments in the City, with the LBQD Scheme focusing primarily on the Laganbank area of the City. Both plans aim to strengthen and enhance Lisburn City Centre and its public spaces through regeneration, redevelopment and enhancing the City's links with the Lagan riverside area.

The West Lisburn Development Framework is a Council-led framework which aims to grow Lisburn City, both in terms of size and population, to the west/southwest by facilitating economic and residential development, increased employment opportunities and new key infrastructure such as the Knockmore Link Road. The framework will act as a catalyst for wider regeneration and growth in Lisburn City as a whole.

2.4 Assessment of Usage

There was a need to assess the turnover within the Council controlled car parks in the Council area in order to understand the individual characteristics of each site. AECOM conducted surveys at parking facilities in the settlements of Lisburn City, Hillsborough, Moira, Carryduff and Dundonald during April and May 2017.

Overall, Lisburn city centre has 24 car parks, comprising 12 charged and 12 free sites. Of the 24 sites, the Council own 13, and seven of the 13 car parks are charged. Of the 11 sites in private ownership, five are charged and six are free. Parking surveys revealed that the Council parking facilities with the highest occupancies in Lisburn are Union Street, Quay Street, Antrim Street, Smithfield Square East, Benson Street and Wallace Park. Quay Street and Union Bridge were operating at full capacity. The lack of parking control at Union Bridge and Quay Street lends both sites to high parking occupancies and durations.

Overall in Lisburn city centre, between 35% - 50% of all spaces are full at any given time. Also, around 25% of city centre parkers at charged Council car parks and around 60% - 65% of parkers at free Council car parks are long stay during the weekday.

In addition, on street parking is typically full in the central area of the city centre, and around 65 vehicles were observed parking informally along residential streets on the northern side of Lisburn Rail Station i.e. North Circular Road.

There is one Council car park in Hillsborough at Ballynahinch Street which provides 56 charged spaces. Occupancies range between 45% - 70% during the day. Long stay parkers (i.e. more than 4 hours) at the site account for 42% of usage i.e. two in five vehicles are long stay. On street parking is generally full in Hillsborough in marked spaces (up to 1 hour), and vehicles that were also parked along footways (in non-demarcated areas) were observed throughout Hillsborough. This inevitably has impacts on vehicle progression and congestion within the settlement.

Moira has three free car parks, the Council own one site at Main Street and the other two are Park and Ride sites at Moira Station and Moira Park and Ride Overflow. Main Street car park is located in the centre of Moira and parking surveys revealed the site is typically 95% full, with some vehicles observed parked on kerbs within the car park. Furthermore, one in two parkers at Main Street is long stay (i.e. more than 4 hours). On street parking provision is full throughout Moira, both in marked and non-demarcated spaces.

Dundonald has two small free Council car parks at Moat Park off the Upper Newtownards Road, however these two sites were not surveyed as part of this study. Despite this, there is anecdotal evidence of misuse of the car parks at Moat Park by Ulster Hospital staff. Signage in both car parks states that these parking facilities are for users of the park and playground only. Therefore any vehicles parking in these car parks for purposes other than those noted on the signage are misusing the sites.

This is also a wider issue in the local area, with evidence showing that Ulster Hospital staff are parking on residential streets on the southern side of the Upper Newtownards Road and adjacent to the Comber Road such as Park Avenue, Park Drive and Cumberland Road.

Translink historical data for Park and Ride / Park and Share sites, alongside AECOM's own recent surveys, confirmed that Park and Ride facilities in Lisburn and Moira are operating at full capacity i.e. Lisburn Rail Station, Moira Park and Ride and Moira Park and Ride Overflow.

2.5 Current Management and Operational Strategies

Lisburn and Castlereagh City Council have entered into an agency agreement with DfI for the management of their parking facilities. In turn, DfI employ through a contract NSL to complete the majority of the management, enforcement and monitoring associated with the off-street parking facilities. As part of the agency agreement, DfI process the Parking Control Notices (PCNs) which are issued by NSL traffic attendants.

LCCC supplied financial data for the financial year 2016 / 2017 which detailed parking revenue and expenditure. It should be noted that the issued PCNs help to cover the administrative costs associated with parking enforcement.

Each charged car park was reviewed individually alongside parking usage data collected by AECOM in April and May 2017. Calculations revealed that revenues per space per hour per day range between £0.09 and £0.50 per site and on average, the charged car parks generate £0.30 per space per hour per day. It should be noted that the incentivised tariff of £1.00 for three hours parking effectively enables users to park for £0.33 per hour, if utilised.

The Smithfield Square East and Antrim Street car parks appear to be the most popular of the council-owned car parks despite charging the highest tariffs. Both sites are well used throughout the day by shoppers, and have a low proportion of long stay parkers. This suggests that parking location and convenience primarily influences where short-stay users choose to park, and not tariffs, and this is mirrored by similar research into parking preference in other towns and cities.

Governor's Road and Longstone Street, despite being located relatively close to the centre of Lisburn, are underutilised car parks, with occupancies less than 40% at both sites. Therefore, more could be done to better utilise these car parks, particularly for those who need to park for longer durations.

It should also be noted that the busier car parks effectively subsidise the less busy and free parking facilities. Also, the low tariff at the Queen's Road car park effectively encourages long stay parking in the area.

2.6 Best Practice in Management and Operation

A review of best practice was carried out which considered how parking facilities should be designed in terms of signage, layout, lighting, access and security.

This review highlighted the following key features which could be considered applicable in developing the parking strategy for the Council:

- Ease of use in relation to payment options where applicable;
- Improved signage would aid in the redistribution of vehicles wishing to park and indicate choices available in terms of preferred parking location;
- Improving access for pedestrians and those with accessibility issues will improve the attractiveness of some parking facilities;
- The perception of safety in parking facilities is key for continued use, therefore creating defined areas with perimeter fencing, better lighting, CCTV/supervision and improving visibility at some car parks could increase parking occupancies; and
- The setting of parking tariffs can influence parking activity including the level of usage, and hence the traffic generated, the type of user and also length of stay i.e. encouraging space turnover. Comparable tariffs outlined from surrounding facilities and towns are also important when considering how to improve parking usage, for example, in neighbouring Council areas.

The Parking Strategy's associated Action Plan will ensure that specific actions are developed for each Council car park and also for a range of stakeholders. This will ensure that clear lines of responsibility are developed and defined, therefore maximising the potential for delivery of the respective actions.

2.7 Consultation

As mentioned previously, the Strategy's development also involved consultation with key stakeholders in the Council area. AECOM conducted one-to-one consultations with 19 key stakeholders throughout August and September 2017 to discuss parking related issues and potential solutions for the parking strategy development.

AECOM consulted with the following stakeholders:

- Department for Infrastructure (DfI);
- Lisburn Square Car Park;
- Internal Council stakeholders i.e. Planning, Facilities and Building Control;
- Royal National Institute of Blind People (RNIB);
- South Eastern Regional College (SERC);
- PSNI Lisburn;
- Citywatch;
- The Inclusive Mobility and Transport Advisory Committee (IMTAC);
- Royal Palaces;
- Court Services NI;
- Guide Dogs NI;
- Lisney;
- Bow Street Mall;
- McCalls of Lisburn;
- The Fat Gherkin (Moira);
- Smyth Patterson;
- Reaney's Chemist;
- Midas Jewellers;
- Lisburn Health Centre;
- Graham Gardens MSCP; and
- Translink.

Key themes which emerged from discussions with stakeholders are set out below:

- Some respondents stated that increased parking provision is needed in both Lisburn City and Hillsborough;
- There is a lack of an evening economy in Lisburn City which should be promoted and encouraged;
- Improved use of technology could improve overall parking experience for users;
- Lisburn Health Centre stated that there are plans to relocate the Health Centre to the Lagan Valley Hospital site in 2020/21;
- There are proposals to provide an additional P&R site at Moira and a new rail station and associated parking at West Lisburn (Knockmore), as current provision is operating at full capacity;
- Anti-social behaviour is an issue at some sites, particularly P&R sites. There is also a need for investment in CCTV and education and awareness;
- Footway parking and blue badge misuse are issues;
- Issues with commuter parking in Lisburn City and Hillsborough;
- Improved parking signage is required to direct motorists and reduce traffic congestion; and
- Some respondents stated that the £1.00 for three hours tariff is too low in comparison with private parking tariffs, and that it also encourages long stay parking in central locations.

2.8 Future Developments

The brief for the Parking Strategy requested that future changes to parking demand and supply and also the impact of development proposals were considered in Lisburn City Centre as well as the settlements of Moira, Hillsborough, Carryduff and Dundonald. This would enable the Council to make informed decisions concerning future potential development and potential alterations to parking provision across the Council area.

AECOM developed a Car Park Decision Support (CPDS) Tool to model future changes to parking in Lisburn city centre. Parking supply and demand data collected by AECOM as part Stage 1 of the Parking Strategy development was used to form the baseline model for demand.

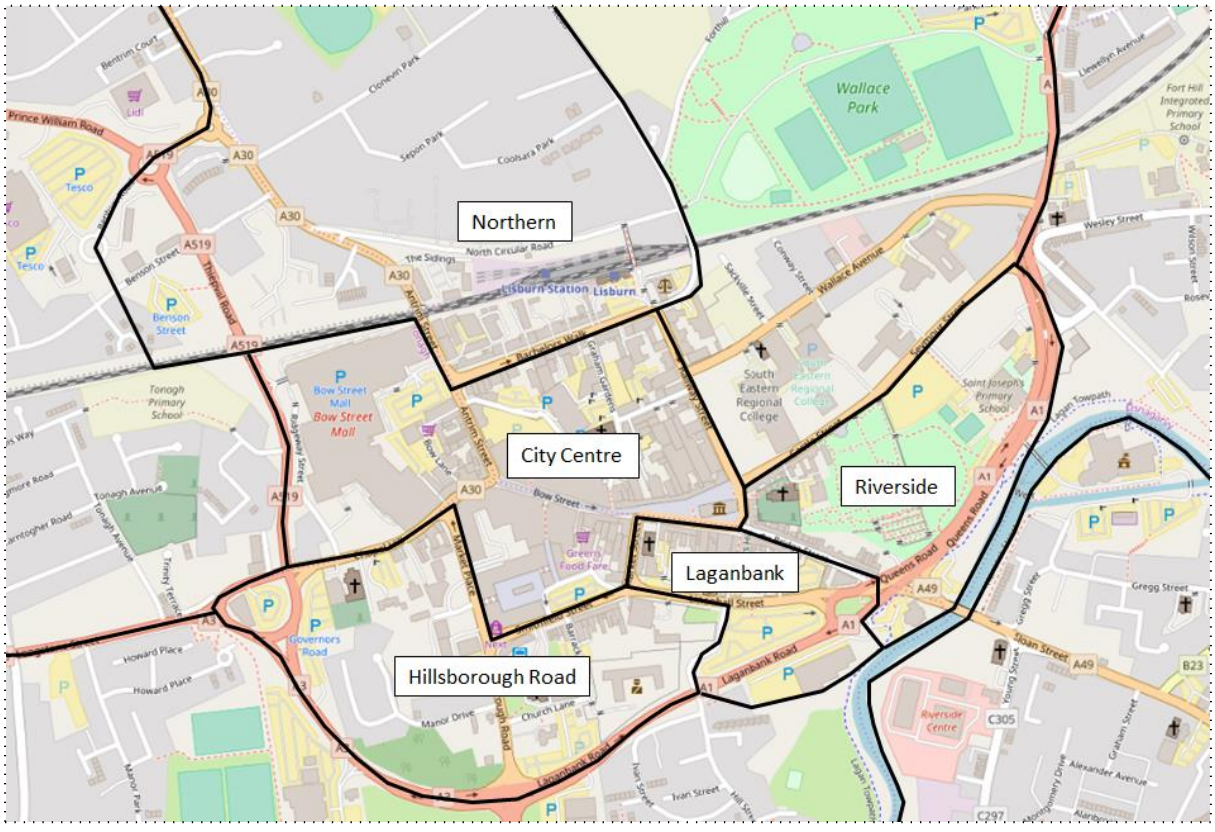
Planning applications (including applications that have been granted planning approval and, for the purposes of this assessment, some that are still in the planning process), the Laganbank Quarter Development Scheme and the Lisburn City Centre Masterplan were considered in regard to their impact upon, or their consideration of, parking within Lisburn city centre.

Six development scenarios and associated assumptions were developed in order to test the impacts of future development scenarios, using the CPDS Tool on parking supply and demand in Lisburn city centre (Figure 4) during the weekday morning, afternoon and weekend (Saturday) periods. It is noted that employment and housing growth projections were not included in the scenarios, as the CPDS Tool uses a parking requirement and development trip rate approach to determine impact.

The following six scenarios were developed:

- Scenario 1 - Baseline Year 2017;
- Scenario 2 - Baseline Year 2017 Updated (closure of Castle Street and Jordan's Mill car parks);
- Scenario 3 - Planning Applications;
- Scenario 4 - Laganbank Quarter Development Scheme;
- Scenario 5 - Lisburn City Centre Masterplan; and
- Scenario 6 - Combination of scenarios 2, 3, 4 and 5.

Figure 5. Lisburn City Centre Parking Areas



Source: AECOM

The assessment showed that parking supply declined in the Riverside / Sloan Street area following the closure of Castle Street Car Park, increasing pressure upon the remaining parking facilities i.e. Quay Street, Queen's Road and Union Bridge. The assessment revealed capacity was full in the Riverside area, adjacent to the River Lagan during the weekday period for Scenario 2, and could be full during the weekday if Scenarios 4 is developed.

The assessment indicated that parking demand in the Central City areas of Lisburn City may not operate at full capacity across all periods for Scenarios 1 - 4. It also suggests that there are opportunities to encourage people to make better use of existing facilities i.e. Graham Gardens, Lisburn Square and Bow Street Mall. However

capacity may be full in the Smithfield area during the weekend period if Scenarios 5 or 6 occur; this may be attributed to increased vehicle trips associated with retail and leisure users.

Potential increases in demand generated by new developments, in conjunction with reduced parking supply associated with potential car park closures resulted in capacity potentially being full in the Laganbank area for Scenarios 4 and 6 across all periods.

Scenario 4 caused the Hillsborough Road area to operate at full capacity during all periods, this may be attributed to a large volume of vehicle trips and demand generated from a potential large commercial development in the vicinity which may cause demand to exceed supply.

In the Northern area of the City Centre, capacity is currently between 85% and 100% full during the weekday morning period. Assessments revealed the Northern area may continue to operate between 85% and 100% capacity during the same period if Scenarios 3 – 6 materialise. Scenarios 3 – 6 suggested that the Northern area may not operate at full capacity during the weekday afternoon or weekend period due to the proposed developed of several new car parks. However the provision of several new car parks in the Northern area as part of Scenarios 3 – 6 is considered unrealistic, and therefore that area of the City Centre may continue to operate at full capacity in the future.

The assessments revealed that the Laganbank, Riverside and Hillsborough Road areas of Lisburn City Centre are likely to experience a shortage in parking supply as a result of future demand.

In the other settlements of Hillsborough, Moira, Carryduff and Dundonald, future changes to parking supply and demand were considered using live planning applications to identify development proposals which may potentially impact upon parking supply and demand in the future.

In these settlements, several large residential developments are proposed and despite the provision of in-curtilage parking as part of these developments, it is considered likely that the settlements will experience increased demand for services and therefore increased parking demand in the future.

It should also be noted that in Dundonald there are plans coming forward for the redevelopment of Dundonald Ice Bowl. These plans should carefully consider parking provision in terms of the overall supply for the facility itself and the potential for use by others.

3. Strategy Actions

3.1 Introduction

This chapter sets out the objectives for the Parking Strategy and the rationale for each of the individual actions for the Parking Strategy. Initially actions for Lisburn and Castlereagh City Council are considered, and then actions that could be carried out by other stakeholders such as DfI, Translink and private car park operators are considered.

The Action Plan is provided at the end of this chapter and it sets out the individual actions, timescales, priority levels and the stakeholders involved.

3.2 Objectives

A number of objectives for this Parking Strategy have been developed which consider the issues identified in the area during Stages 1, 2 and 3 of development of the Parking Strategy.

The objectives for Lisburn and Castlereagh City Parking Strategy are as follows:

1. Providing an appropriate level of parking to support economic vitality whilst at the same time encouraging use of other more sustainable transportation options;
2. Ensuring that parking takes place in appropriate locations;
3. Minimising the potentially negative impacts of parking on residential communities;
4. Providing high quality parking and information, ideally through technology; and
5. Providing parking for all types of users.

3.3 Actions for Lisburn and Castlereagh City Council

3.3.1 Car Park Features

This study has revealed that there are several key car park features which should be considered in order to ensure that the car parks are fit for purpose.

Therefore, it is recommended that the Council review each of their parking facilities in respect of ensuring that:

- Car parks have a good quality surface;
- Parking space size is appropriate;
- Car parks are regularly maintained and cleaned; and
- Safety for users is addressed i.e. views are unobstructed, lighting is provided etc.

There are two nationally recognised car park accreditation ‘standards’ which can be sought to reflect high quality in provision. The first is the ‘Park Mark’ standard which examines how car parks can be improved to reduce crime and the fear of crime, and how provision can be improved for disabled users and parents with children, including increasing the number of dedicated spaces set aside for disabled users and families.

The second is the Disabled Parking Accreditation (DPA) which focuses on improving the personal mobility of disabled motorists and recognises off-street parking facilities which are more accessible for disabled users.

Both accreditations should be considered by the Council in order to improve the customer’s experience and importantly cater for all persons in its wider community.

3.3.2 Parking Demand and Supply

It is important to assess the level of parking demand on a regular basis, as demand ebbs and flows throughout the year. Therefore, it is important to monitor demand at comparable times each year to identify long term trends.

This monitoring should record occupancy and duration of stay on weekdays in the first instance, with data also recorded on Saturday if necessary.

Increased parking supply is not advocated as part of this Strategy as there is adequate overall supply in Lisburn City Centre and Hillsborough based upon survey data. In Moira village the Main Street car park operates at capacity, which is why a change in the status of this car park in the future should be considered.

In the vicinity of Moira rail station there are proposals to increase supply at the Park and Ride site at the station, however given land purchase and planning timescales, Translink currently anticipate that this expansion will not occur until 2023.

There are some localised issues which can be addressed through the introduction of specific actions, and there is a need to develop a link between car park desirability and the tariff. It should also be noted that the private sector may provide additional parking provision if dictated by future changes, but currently this is not advocated within this parking strategy.

3.3.3 Parking for Disabled Users

In addition to seeking DPA accreditation as detailed above, it is recommended that the Council review the number of disabled spaces provided at all Council owned car parks and compare them with guidance and the need for spaces in each car park, to ensure that a suitable number of bays are provided that will be used appropriately. It is recommended that this should also consider individual space size and where the individual bays are located within each car park.

3.3.4 Signage

It is important to provide a good level of clear parking signage in order to direct users to the parking facilities within a settlement. Good parking signage ensures that users are directed to the nearest available car park which reduces wasted time, driver frustration, circulating time in the local area and potentially traffic congestion.

It is recommended that the Council carry out the following steps in relation to parking signage in the Council area:

- Review existing parking signage;
- Identify gaps in existing parking signage provision; and
- Consider providing additional, particularly ‘active’, signage in identified gaps.

3.3.5 Technology: Parking Application (app)

The development of a dedicated parking application (app) could provide information on the location of car parks (including Park and Ride sites), their typical occupancies at particular times of the day and their costs. This would provide parking users with accurate information, enabling them to decide before they start their journey on where they would prefer to park.

Therefore, this would build upon the popularity of existing apps such as Parkmobile which is already in use at parking facilities throughout the Council area. Parking apps can also potentially be used to pre-book and pay electronically for parking, increasing user confidence about parking availability.

Parking solutions such as parking apps and cashless parking should be inclusive and accessible for all users, including older people, to ensure that all users have the opportunity to access information through a range of media and to ensure that a range of payment options are available.

The parking app could be developed through a public – private sector partnership and could utilise local software development expertise. The app could then be marketed widely, enabling residents, tourists and visitors to make use of it as they plan their trip into the City. Furthermore, some parking apps include GPS routing to individual sites, thereby reducing wastage mileage while users try to find a site.

3.3.6 Electric Vehicle Charging Points

Although electric vehicles (EVs) are more expensive to buy than traditionally powered vehicles, they have significantly lower running costs when compared to petrol or diesel equivalents. The number of EVs registered within Northern Ireland is increasing annually. The ecar network is owned and operated by the ESB Group

through its ESB cars business. It consists of 160 double-headed 22kW fast charge points and 14 rapid charge points located through Northern Ireland.

Within the Council area currently one EV charging point is available for public use at one Council owned car park i.e. Benson Street, Lisburn. On street charging spaces throughout Northern Ireland are currently free to use with time limits of 2 hours in place and off street EV spaces are generally free to use in Council owned car parks and in private car parks standard charges apply.

Due to increased demand for electric vehicles, the Council could improve their provision of EV spaces by providing additional charging points at sites within the study area in order to encourage owners of such vehicles to charge their vehicle in an off street, safe environment.

Electric vehicle parking is subject to the existing parking restrictions of the surrounding car parking spaces within public car parks. This means that if other cars pay for parking in the car park then EV owners must pay the same. The Department for Infrastructure introduced legislation to allow free parking in on-street locations only.

A review of ecar usage throughout the Council area and also in Council car parks would prove useful in ascertaining if additional EV charging points are required.

3.3.7 Coach Parking

It is recommended that the Council develop a coach parking map detailing the locations and provision of coach parking spaces, pick up / drop off points and coach parking facilities that are available in the Council area such as at Market Square South in Lisburn City Centre. The map should also include Lagan Valley LeisurePlex as a site for coach parking provision.

A clear, concise visual representation of coach parking facilities in the City Council will improve accessibility for coaches and coach users. Moreover, it is recommended that this map is made available on the Council's website and that it is widely distributed within the Coach and Tourism industries. The Council should consider successful examples for coach parking maps developed by other cities, e.g. Armagh. This could also potentially form part of the above mentioned Parking app.

3.3.8 Parent and Child Parking

This Strategy recommends that some parent and child parking spaces are provided at key car parks in Lisburn City Centre. This would set aside a number of spaces for the sole use by parents with children, with the following centrally located car parks being considered to be appropriate:

- Antrim Street;
- Smithfield Square East;
- Barrack Street; and
- Laganbank Road.

It should be noted however that the use of parent and child parking spaces cannot currently be legally enforced within council car parks. Use of these spaces will require goodwill and deference between users of the car parks.

3.3.9 Parking Standards

The draft Belfast Metropolitan Area Plan 2015, Belfast Metropolitan Transport Plan 2015 and DOE Planning Service Parking Standards set out the parking standards applicable in the City Council.

The area of parking restraint within Lisburn city centre aims to restrict the amount of residential, operational and non-operational parking provided within new developments. The BMTP (which is the extant transport plan covering the Council area) proposes that a parking policy of demand management should be pursued in order to reduce the number of car journeys made during peak periods. The BMTP aims to encourage more sustainable modes of transport in Lisburn through a reduction in car commuters. Also, the amount of parking provided in areas of parking restraint will be controlled through a policy of demand management.

This is reflected in draft BMAP, which introduces a policy for an area of Parking Restraint in Lisburn City Centre (Designation LC46, Lisburn District Proposals). It is therefore important to recognize the relationship between landuse and transport and the role of the future Local Development Plan in managing such controls. This

requires a collaborative approach between the Council, DfI (responsible for on-street parking) and private operators.

Further, publicly owned ground level car parking sites with potential development value may be granted planning permission provided the existing parking spaces are replaced either on site or in the vicinity of the site. Further, BMTP states that these spaces must be reserved for short stay parking only. It is recommended that these policies and approaches are maintained as they can further support the vitality and viability of city/town centres with increased footfall and encourage growth in the night-time economy

The current Parking Standards applicable to new developments impact upon the level of parking provided. It should be noted that Northern Ireland parking standards are comparable to other UK and ROI cities in some respects, however parking standards could be developed to include more specific land use types which would assess parking need at finer level as opposed to applying a generic non-specific standard to a development. This would add clarity and may result in more appropriate parking levels assigned to new developments.

3.3.10 Payment at Car Parks

The Council should develop a consistent approach to payment at each of its car-parks, either as a standard rate or in payment bands, in order to address the differing needs of short-term and long-term users. This should include addressing the payment at car parks and the technology available to do so, as the majority of these facilities operate a 'pay and display' system based on monetary payment (non-card friendly), which is in itself outdated and inconvenient to users.

3.3.11 Linkages between Car Parks and Public Transport

The importance of encouraging a modal shift in the habits of car users should not be underestimated. In conjunction with DfI and Translink (see below) there should be active engagement to address how congestion can be properly addressed through the availability of other services, such as rail and bus.

3.3.12 Motorcycle Parking

It is recommended that the Council investigate best practice for motorcycle parking and consider the feasibility of providing motorcycle parking provision in some of their car parks in the Council area.

In Northern Ireland, motorcycles are currently permitted to park free of charge in all Council controlled off street car parks, although the motorcycle must be parked wholly within a demarcated bay.

3.3.13 Review of Management and Pricing at Council Car Parks

Proposals for the management of Council owned parking provision in Lisburn City, Hillsborough, Carryduff and Moira are outlined in the following three sub-sections.

The management and pricing review suggests that:

- Short stay parking should predominantly occur at car parks in the centre of each of the settlements;
- Long stay parking should predominantly occur in peripheral car parks;
- Existing provision at privately owned sites should be better utilised e.g. Bow Street Mall, Graham Gardens and Lisburn Square;
- Off street Council parking tariffs should generally align with tariffs in place at privately owned parking facilities; and
- The Council retain all of their car parks within the Council area, unless individual sites become part of wider regeneration of development schemes and where the impact of removing spaces can be mitigated.

3.3.13.1 Lisburn City

There are 13 Council car parks in Lisburn City and each car park has been considered depending upon their location, function and end-user.

Table 1 below sets out the current arrangement alongside the associated consideration for the actions at the Council car parks in Lisburn City.

Table 1. Car Park Actions, Lisburn City

Site	Current Arrangement	Consideration	Proposed Action
Antrim Street	£0.70 per hour tariff	This is a key car park in the City Centre, and a link between tariff structure and car park desirability should be developed.	Maintain charged provision and review current tariff in the short term Car park under review as part of the City Centre Masterplan
Laganbank Road	£0.70 per hour tariff	The car park is located in a desirable location and has adequate spare capacity. The relocation of Lisburn Health Centre in 2020/21 to the Lagan Valley Hospital site should reduce parking demand and all day parkers in the short term.	Maintain charged provision and review current tariff in the short term Car park under review as part of the City Centre Masterplan
Smithfield Square East	£0.70 per hour tariff	This is a key car park in the City Centre, and a link between tariff structure and car park desirability should be developed.	Maintain charged provision and review current tariff in the short term Car park under review as part of the City Centre Masterplan
Quay Street	Free parking	This site contains the highest proportion of all day parkers and experiences high occupancies and durations. The site has been identified as a potential development opportunity site and may come forward in the future as a development site.	Review management structure in the short term
Queen's Road	£0.30 per hour tariff	The site contains a high proportion of all day parkers; and a link between tariff structure and car park desirability should be developed.	Maintain charged provision and review current tariff in the short term
Union Bridge	Free parking	This site contains a high proportion of all day parkers and experiences high occupancies and durations.	The car park is to be leased by the new business located within the former 'The Wallace' Public House. However, the Council will keep overall responsibility for this car park.
Barrack Street	£0.50 per hour tariff	This is a key car park in the City Centre, and a link between tariff structure and car park desirability should be developed.	Maintain charged provision and review current tariff in the short term
Benson Street	Free parking	The site contains a high proportion of long stay parkers and there is a need to	Review management structure in the short term.

Site	Current Arrangement	Consideration	Proposed Action
		release capacity as the site is currently full. The site is also situated in a desirable location close to Lisburn Rail Station.	Formalise parking provision through surface lining to improve quality of site for users
Governor's Road	£0.40 per hour tariff	The site performs well with adequate spare capacity. Design changes will improve overall user experience.	Maintain charged provision and review current tariff in the short term Consider car park redesign and treatment
Longstone Street	£0.40 per hour tariff	The site performs well with ample spare capacity. Design changes will improve overall user experience.	Maintain charged provision and review current tariff in the short term Consider car park redesign and treatment
Island Civic Centre	Free parking	The site is used by visitors and staff of the Centre and Lagan Tow Path; the current arrangement should be maintained.	Maintain free parking provision and existing car park management arrangement
Wallace Park	Free parking	The site's desirable location close to Lisburn Station results in a high proportion of all day parkers at present; the current arrangement should be maintained alongside enforcement. The car park is misused by students and staff of local schools and colleges; parking enforcement should be introduced.	Maintain free parking provision for up to four hours stay duration, however parking enforcement should be introduced
Castle Street	Closed	There is spare parking capacity elsewhere in Lisburn City Centre.	No need to reopen as a car park Site under review as part of the City Centre Masterplan

The above proposed actions should be addressed in the short term (1 – 2 years) and then reviewed in light of usage and behavioural data.

Also, following the relocation of Lisburn Health Centre to the Lagan Valley Hospital site in 2020/21, Lisburn Leisure Park, Lagan Valley LeisurePlex and Salto Gymnastics Centre, car parks may experience increased pressure. However additional parking provision will be provided onsite as part of the new health centre.

It is recommended that parking durations are regularly monitored in the future at Lagan Valley LeisurePlex car park to determine if all day parking associated with local workers is an issue, and if necessary this can be addressed in the future through enforcement.

3.3.13.2 Hillsborough

The Council own one car park in Hillsborough at Ballynahinch Street. The current parking arrangement in place at Ballynahinch Street is a £0.40 per hour tariff. The site performs well with adequate spare capacity and is located in a desirable central location in the village.

It is recommended that the above proposed action and current parking tariff are reviewed in the short term in light of usage data.

3.3.13.3 Moira

The Council own one car park in Moira at Main Street. At present Main Street car park provides free parking provision and the site contains a high proportion of long stay parkers. The site is also situated in a desirable location in the village centre. This Strategy proposes that the management arrangement at Main Street is reviewed in the short term (1 – 2 years), as there is a need to release capacity and improve space turnover to support local businesses.

It should also be noted that land recently purchased by the Council to the front of Main Street car park in Moira will be used to improve the entrance to the car park and adjacent streetscape.

Furthermore, it is recommended that the Council site at Moira Demesne which provides 45 spaces remains free for up to four hours, as the car park is for users of the park.

3.3.13.4 Dundonald

The Council owns two car parks in Dundonald off the Upper Newtownards Road and East Link Road i.e. Moat Park. The car parks provide free parking provision and are for users of the park. It should also be noted that the car parks are adjacent to the Ulster Hospital.

It is therefore recommended that parking is monitored at the two car parks in Moat Park, Dundonald to understand more fully if those parking are using the facilities or for other purposes. If monitoring reveals that the car parks are being used for purposes other than for the park, and therefore contravenes the signage, then consideration may be given to the introduction of a four hour time limit at both sites.

3.4 Actions for Others

Whilst the Council has control of some off street car parking, there are other key stakeholders who have direct and indirect parking influences and responsibilities.

3.4.1 South Eastern Health and Social Care Trust – Lagan Valley Hospital, Lisburn

The South Eastern Health and Social Care Trust are responsible for staff and visitor parking within Lagan Valley Hospital, Lisburn. In 2020/21 Lisburn Health Centre will be relocating to the Lagan Valley Hospital site and additional parking provision will be provided onsite as part of the new health centre. However car parks in the Lagan Valley area may experience increased pressure.

It is therefore recommended that the South Eastern Health and Social Care Trust monitor parking in the Lagan Valley Hospital area in the vicinity of Lisburn Leisure Park, Lagan Valley LeisurePlex and Salto Gymnastics Centre to ensure that parking at the hospital does not negatively impact upon the surrounding area.

3.4.2 South Eastern Health and Social Care Trust – Ulster Hospital, Dundonald

The South Eastern Health and Social Care Trust are responsible for both staff and visitor parking in the vicinity of the Ulster Hospital, Dundonald. The hospital has experienced issues with staff and visitors parking on the residential streets in the vicinity of the hospital.

The Ulster Hospital implemented a Staff Travel Plan in 2016 in order to reduce the impact of staff parking on nearby residential streets. It is recommended that parking usage is regularly monitored by the South Eastern Health and Social Care Trust to ensure the successful implementation of the Travel Plan.

It is also recommended that the South Eastern Health and Social Care Trust actively seek to collaborate with the Council through their Travel Plan Coordinator to ensure that parking at the Ulster Hospital does not negatively impact upon the surrounding residential neighbourhoods in Dundonald.

3.4.3 DfI

DfI have control of on street car parking in addition to other highway responsibilities. Whilst DfI do not currently have plans to alter provision in Lisburn and Castlereagh City Council, it is recommended that this is kept under regular review.

Similarly, it is recommended that DfI carry out regular parking studies to inform these reviews. These studies should primarily record on street occupancies, stay durations and any parking infringements. This data can then be used to identify trends and enable informed, evidence-based decision making.

As a result, these studies may identify the need for greater control in on street provision, but this will need to be examined in consultation with key town centre stakeholders.

It is also recommended that DfI work closely with the Council to share parking data and to develop appropriate signage for Lisburn City, Hillsborough, Carryduff and Moira.

Furthermore, as the statutory authority for transport, it is essential that DfI prepare the Transport Plan to accompany the Council's new/emerging draft Local Development Plan, Plan Strategy. The Council therefore would encourage and endorse a joined-up approach to align both the new Local Development Plan and Local Transport Plan. The Local Transport Plan should also form part of the review of the wider Belfast Metropolitan Transport Plan recognising the interdependencies of transportation and landuse across the wider Metropolitan area.

3.4.4 Translink

A number of bus and rail services are operated in the area by Translink, many of these services operate via dedicated Park and Ride / Park and Share sites. It is recommended that Translink continue to monitor parking supply and demand at these sites in order to identify trends and if applicable, implement changes.

Furthermore, the need for additional Park and Ride / Park and Share sites in the Council area should be regularly reviewed by Translink in light of future planning proposals and observed changes to parking demand. There may be an opportunity to provide an additional Park and Ride site in the Carryduff area and the eastern (Castlereagh) area of the Council to link in with the Castlereagh Road Metro services.

It is recommended that the proposed development at West Lisburn (i.e. Rail Halt and Park and Ride site) is developed in order to address the extent of on street parking acts taking place on residential streets in the vicinity of Lisburn Rail Station. It is also recommended that the proposed extension at Moira Park and Ride is completed in the near future, as both Park and Ride sites in Moira are operating at full capacity.

It should be noted that there are proposals to develop a greenway between Blaris Road and Sprucefield Park and Ride facility. This will enhance facilities for walking and cycling in the area.

Translink should work alongside the Council to ensure that parking by bus and rail users is managed appropriately in the Council area and that all day parking associated with bus and rail journeys are appropriately located.

Strategic opportunities should be presented through the DfI Transport Plan to accompany the Council's new/emerging draft Local Development Plan, Plan Strategy. The Council therefore would encourage and endorse a joined-up approach to align both the new Local Development Plan and Transport Plan.

It has been suggested by stakeholders that a shuttle bus service could operate between Sprucefield Park and Ride site to Lisburn City Centre in order to encourage people who visit/work in the City Centre, thereby alleviating further pressures on car parking and enhancing opportunity for more sustainable travel. However there are various issues which would need to be investigated before this could come to fruition, such as funding for the service, who would operate it, hours of operation etc.

3.4.5 Private Sector Car Park Operators

There are several car park operators who provide parking for users or as part of retail developments. These providers must also ensure that parking functions appropriately in each settlement.

These providers should ensure that the parking they provide is appropriately utilised. Usage should be monitored at their sites and should generally seek to provide short stay parking opportunities in key Council areas in lieu of long stay parking.

Parking operators should actively seek to collaborate with the Council and DfI in order to ensure that the parking provided in each settlement is appropriate in terms of location, availability and price. For example there are ongoing discussions between a private parking operator in Lisburn City Centre and Translink regarding the usage of a car park for people using the nearby rail station.

It is further recommended that private parking operators actively promote permit opportunities which are available in private sector parking facilities.

3.5 Action Plan

The Action Plan identifies each of the specific actions that are to be delivered within the life of the parking strategy (2032), and it is presented under Section 3.5.

The Action Plan aligns the actions to the objectives outlined in Chapter 3 and identifies a timeframe and priority level. The Plan further identifies the stakeholders involved, who should take the lead and who should provide the funding. It also outlines what the next steps are to ensure the successful delivery of each action.

The Action Plan is presented in **Appendix B.**

Appendix A – Policy and Plan Annex

Appendix B – Action Plan

Lisburn & Castlereagh City Council

Committee:	Regeneration and Growth
Date:	7 March 2024
Report from:	Head of Economic Development

Item for:	Decision
Subject:	EV Notice of Motion

1.0 **Background**

1. A Notice of Motion, in relation to EV charging, was brought to Council by Alderman Martin Gregg. The Notice (**see Appendix**) requests that the Council write to the Department for Infrastructure on the following issues:

    a. To ask the Department for Infrastructure to initiate a trial of gully channel and/or overhead street solutions to enable safe cable crossing of a public footpath, and to ask for a consultation with disability sectors on this.

    b. To ask the Department for Infrastructure to investigate extending permitted development planning laws to include Electric Vehicle infrastructure under permitted development and standard Utility street licences.

2.0 **Key Issues**

1. In response to the Notice of Motion request it is proposed that the Committee considers, in the first instance, that officers write directly to the Department for Infrastructure to ask that they consider and provide response to the issues highlighted in the Notice of Motion and described above.

2. Advice sought from the Head of Planning and Capital Development is that development is permitted under Parts 13 and 28 of the Planning (General Permitted Development) Order (2015) for Councils and the Crown to install electric Charging Points (**see Appendix**).

3. Part 3 of the Order which deals with minor operations was subsequently amended in 2020 to permit the installation of off-street and on-street electrical outlets mounted on wall and/or in upstands for recharging electric vehicles (**see Appendix).**

4. Advice from the Head of Planning is that there is sufficient scope within the Order as amended in 2020 to allow for the majority of new installations. It is still appropriate to exercise control in relation to the size of the equipment used for recharging in sensitive locations.

5. That considered, officers propose that we write to the Department for Infrastructure to ask that they engage with the market to understand any

	perceived impediments in applying the requirements of the Order to ensure that the installation of more charging points can be sped up. 6. In addition, it is proposed that officers of this Council approach Derry City and Strabane District Council and ask if these points can be considered for inclusion as a variation or is there a requirement for a separate procurement for additional facilities. It is understood that the invitation to tender (ITT) documents have been prepared for the market.	
3.0	**Recommendation** It is recommended that the Members consider and approve that correspondence is issued as outlined above.	
4.0	**Finance and Resource Implications** N/A	
5.0	**Equality/Good Relations and Rural Needs Impact Assessments**	
5.1	Has an equality and good relations screening been carried out?	N/A
5.2	Brief summary of the key issues identified and proposed mitigating actions **or** rationale why the screening was not carried out. The screening will be completed once the new Strategy and Action Plan have been drafted.	
5.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
5.4	Brief summary of the key issues identified and proposed mitigating actions **or** rationale why the screening was not carried out. The screening will be completed once the new Strategy and Action Plan have been drafted.	

Appendices:	Appendix 3a - Notice of Motion Appendix 3b and 3c – Planning (General Permitted Development) Order (2015) for Councils and the Crown and 2020 amendment

Alliance

NOTICE OF MOTION:

That this Council recognises the problem with Electric Vehicle car charging specific to Northern Ireland, both for homeowners restricted to on-street parking and also with the limited availability of our public changing network; and that this council write to the Department for Infrastructure separately on both issues:

1. to ask the Department for Infrastructure to initiate a trial of gully channel and/or overhead street solutions to enable safe cable crossing of a public footpath, and to ask for a consultation with disability sectors on this; and

2. to ask the Department for Infrastructure to investigate extending permitted development planning laws to include Electric Vehicle infrastructure under permitted development and standard Utility street licences.

Signed: _____ _____

STATUTORY RULES OF NORTHERN IRELAND

2015 No. 70

PLANNING

The Planning (General Permitted Development) Order (Northern Ireland) 2015

Made - - - - *25th February 2015*

Coming into operation - *1st April 2015*

£16.50

STATUTORY RULES OF NORTHERN IRELAND

2015 No. 70

PLANNING

The Planning (General Permitted Development) Order (Northern Ireland) 2015

Made - - - - *25th February 2015*

Coming into operation - *1st April 2015*

ARRANGEMENT OF ORDER

1. Application, citation and commencement
2. Interpretation
3. Permitted Development
4. Directions restricting permitted development
5. Notices relating to Article 4 directions
6. Cancellation of Article 4 directions
7. Directions restricting permitted development under Part 16
8. Transitional provisions

SCHEDULE — Development permitted under Article 3
Part 1 — Development within the curtilage of a dwellinghouse
Part 2 — Installation of domestic microgeneration equipment
Part 3 — Minor operations
Part 4 — Changes of use
Part 5 — Temporary buildings and uses
Part 6 — Caravan sites
Part 7 — Agricultural buildings and operations
Part 8 — Forestry buildings and operations
Part 9 — Industrial and warehouse development
Part 10 — Repairs to unadopted streets and private ways
Part 11 — Repairs to services
Part 12 — Development under local or private Acts or Orders
Part 13 — Development by councils
Part 14 — Development by statutory and other undertakers
Part 15 — Aviation development
Part 16 — Mineral exploration
Part 17 — Development ancillary to mining operations
Part 18 — Development by electronic communications code operators

Part 19 — Other telecommunications development
Part 20 — Development at amusement parks
Part 21 — Development required under the Roads (Northern Ireland) Order 1993
Part 22 — Closed circuit television cameras
Part 23 — Development by the Department for Regional Development – roads undertakings
Part 24 — Development by the Department of Agriculture and Rural Development
Part 25 — Development by the Department of Culture, Arts and Leisure
Part 26 — Development by the Department
Part 27 — Development for the purposes of security at prisons, juvenile justice centres or young offenders centres
Part 28 — Development by the Crown
Part 29 — Aviation development by the Crown
Part 30 — Crown railways, dockyards etc. and lighthouses
Part 31 — Emergency development by the Crown
Part 32 — Development for national security purposes
Part 33 — Demolition of buildings
Part 34 — Shops, financial and professional services establishments
Part 35 — Office buildings
Part 36 — Schools, colleges, universities and hospitals
Part 37 — Installation of non domestic microgeneration equipment

The Department of the Environment makes the following Order in exercise of the powers conferred on it by sections 32 and 247(6) of the Planning Act (Northern Ireland) 2011(**a**).

Application, citation and commencement

1.—(1) This Order shall, subject to paragraph (2), apply to all land in Northern Ireland.

(2) Where a special development order is made as to any land this Order shall apply to that land to such an extent only and subject to such modifications as may be specified in the special order.

(3) Nothing in this Order shall apply to any permission which is deemed to be granted under section 130(6) of the 2011 Act.

(4) This Order may be cited as the Planning (General Permitted Development) Order (Northern Ireland) 2015 and shall come into operation on 1st April 2015.

Interpretation

2.—(1) In this Order unless the context otherwise requires—

"the 2011 Act" means the Planning Act (Northern Ireland) 2011;

"airport" has the meaning assigned to it in Article 2(2) of the Airports (Northern Ireland) Order 1994(**b**);

"area of outstanding natural beauty" means an area so designated under Article 14(1) of the Nature Conservation and Amenity Lands (Northern Ireland) Order 1985(**c**);

"area of special scientific interest" means an area so designated under Article 28 of the Environment (Northern Ireland) Order 2002(**d**);

"aqueduct" does not include an underground conduit;

"betting office" means any premises in respect of which there is in force a bookmaking office licence under the Betting, Gaming, Lotteries and Amusements (Northern Ireland) Order 1985(**e**);

"building" does not include plant or machinery or a structure or erection of the nature of plant or machinery and for the purposes of the Schedule does not include any gate, fence, wall or other means of enclosure but includes any structure or erection and any part of a building as so defined;

"caravan" and "caravan site" have the meanings respectively assigned to them by the Caravans Act (Northern Ireland) 1963(**f**);

"classified road" and "trunk road" have the same meaning as in the Roads (Northern Ireland) Order 1993(**g**);

"conservation area" means land which is within an area designated as a conservation area under section 104 of the 2011 Act;

"council" means a district council;

"Crown land" has the meaning assigned to it by section 212 of the 2011 Act;

"cubic content" means the cubic content of a structure or building measured externally;

"the Department" means the Department of the Environment;

"designated area" means—

(**a**) 2011 c.25 (N.I.)
(**b**) S.I. 1994/426 (N.I.1)
(**c**) S.I. 1985/170 (N.I.1)
(**d**) S.I. 2002/3153 (N.I.7)
(**e**) S.I. 1985/1204 (N.I.11)
(**f**) 1963 c.17 (N.I.1) as amended by 2011 c.12 (N.I.)
(**g**) S.I. 1993/3160 (N.I.15)

(a) a conservation area;

(b) an area of outstanding natural beauty;

(c) an area of special scientific interest;

(d) a National Park;

(e) a World Heritage Site;

"dwellinghouse" does not include a building containing one or more flats, or a flat contained within such a building;

"EIA development" has the meaning assigned to it by regulation 2 of the EIA Regulations;

"the EIA Regulations" means the Planning (Environmental Impact Assessment) Regulations (Northern Ireland) 2015(**a**);

"electronic communication" has the meaning assigned to it by section 4 of the Electronic Communications Act (Northern Ireland) 2001(**b**);

"existing" in relation to any building, plant or machinery means (except in the definition of "original") existing immediately before the carrying out of development described in this Order;

"flat" means a separate and self-contained set of premises constructed for use for the purpose of a dwelling and forming part of a building from some other part of which it is divided horizontally;

"floor space" means the total floor space in a building or buildings;

"hazardous substance" has the meaning assigned to that term in regulation 3(1) of the Planning (Hazardous Substances) Regulations (Northern Ireland) 2015(**c**);

"industrial process" means a process for or incidental to any of the following purposes—

(a) the making of any article or part of any article (including a ship or vessel, or a film, video or sound recording);

(b) the altering, repairing, maintaining, ornamenting, finishing, cleaning, washing, packing, canning, adapting for sale, breaking up or demolition of any article; or

(c) the getting, dressing or treatment of minerals in the course of any trade or business other than agriculture, and other than a process carried out on land used as a mine or adjacent to and occupied together with a mine;

"liquefied petroleum gas" means commercial butane or commercial propane as defined in British Standard 4250: 1997;

"microgeneration" means the use for the generation of electricity or the production of heat of any plant—

(a) which in generating electricity or (as the case may be) producing heat, relies wholly or mainly on biomass, biofuels, fuel cells, photovoltaics, water (including waves and tides), wind, solar power, geothermal sources, combined heat and power systems and other sources of energy or technologies for the generation of electricity or the production of heat; and

(b) the capacity of which—

(i) to generate electricity, does not exceed 50 kilowatts;

(ii) to produce heat, does not exceed 45 kilowatts thermal;

"microwave" means that part of the radio spectrum above 1000 MHz;

"microwave antenna" means a satellite antenna or a terrestrial microwave antenna;

"mine" means any site on which mining operations are carried out;

(**a**) S.R. 2015 No.74
(**b**) 2001 c.9 (N.I.) as amended by 2003 c.21
(**c**) S.R. 2015 No.61

"mining operations" means the winning and working of minerals in, on or under land, whether by surface or underground working;

"National Park" means an area so designated under Article 12(1) of the Nature Conservation and Amenity Lands (Northern Ireland) Order 1985;

"nature reserve" has the meaning assigned to it by Article 2(2) of the Nature Conservation and Amenity Lands (Northern Ireland) Order 1985;

"operational Crown building" means a building which is operational Crown land;

"operational Crown land" means—

(a) Crown land which is used for operational purposes; and

(b) Crown land which is held for those purposes, but does not include—

(i) land which, in respect of its nature and situation, is comparable rather with land in general than with land which is used, or held for operational purposes;

(ii) Crown land—

(aa) belonging to Her Majesty in right of the Crown and forming part of the Crown Estate;

(bb) in which there is an estate belonging to Her Majesty in right of Her private estates;

"operational land" in relation to the undertakers specified in Parts 14, 15, 25 and 29 of the Schedule means—

(a) land which is used for the purpose of carrying on their undertakings; and

(b) land in which an interest is held for that purpose;

not being land which, in respect of its nature and situation, is comparable rather with land in general than with land which is used, or in which interests are held, for the purpose of carrying on those undertakings:

Provided that where an interest in land is held by such undertakers for the purpose of carrying on their undertaking and—

(a) the interest was acquired by them on or after 1st October 1973; or

(b) it was held by them immediately before that date but the circumstances at that date were such that the land did not fall to be treated as operational land had this Order applied to it,

that land shall not be treated as operational land unless there is in force with respect to the land a planning permission granted on an application made in that behalf under Part 3 of the 2011 Act for its development and that development, if carried out, would involve the use of the land for the purpose of the carrying on of the undertaking;

"operational purposes" means the purposes of carrying out the functions of the Crown;

"original" means—

(a) in relation to a building, other than a building which is Crown land, existing on 1st October 1973, as existing on that date; and in relation to a building built on or after 1st October 1973, as so built;

(b) in relation to a building which is Crown land on 10th June 2006, as existing on that date; and, in relation to a building built on or after 10th June 2006 which is Crown land on the date of its completion, as so built;

"pipe line" means a pipe (together with associated apparatus and works) or system of pipes (together with associated apparatus and works), for the conveyance of anything other than air, water, water vapour or steam, not being—

(a) a drain or sewer;

(b) a pipe or system of pipes constituting or comprised in apparatus for heating or cooling or for domestic purposes;

(c) a pipe or system of pipes on the site of any operations or works to which certain provisions of the Factories Act (Northern Ireland) 1965(**a**) apply by virtue of section 125(1) (building operations and works of engineering construction) of that Act;

(d) a pipe or system of pipes wholly situated within the boundaries of an agricultural unit and designed for use for the purposes of agriculture;

(e) a pipe or system of pipes wholly situated in premises used for the purposes of education or research; or

(f) a pneumatic despatch tube.

For the purposes of this definition the following apparatus and works, and none other, shall be treated as being associated with a pipe, or system of pipes, namely—

(a) apparatus for including or facilitating the flow of anything through the pipe or, as the case may be, through the system or any part of it;

(b) valves, valve chambers, manholes, inspection pits and similar works, being works annexed to, or incorporated in the course of, the pipe or system;

(c) apparatus for supplying energy for the operation of any such apparatus as is mentioned in (a) or of any such works as are mentioned in (b);

(d) apparatus for the transmission of information for the operation of the pipe or system;

(e) apparatus for affording cathodic protection to the pipe or system;

(f) a structure for exclusive support of a part of the line or system;

"plant or machinery" includes any structure or erection in the nature of plant or machinery;

"private way" means a way or footpath which is not a public road or any part of that road;

"public service vehicle" means a vehicle, excluding a taxi, which has the meaning assigned to it by Article 2(2) of the Road Traffic (Northern Ireland) Order 1981(**b**);

"satellite antenna" means apparatus designed for transmitting microwave radio energy to satellites or receiving it from them and includes any mountings or brackets attached to such apparatus;

"sensitive area" has the meaning assigned to it in regulation 2 of the EIA Regulations;

"site of archaeological interest" means land which has been scheduled for protection or taken into care under the Historic Monuments and Archaeological Objects (Northern Ireland) Order 1995(**c**) or which is within a site registered in the Department's Sites and Monuments Record;

"special road" means a road designated as a special road under Article 15 of the Roads (Northern Ireland) Order 1993(**d**);

"terrestrial microwave antenna" means apparatus designed for transmitting or receiving terrestrial microwave radio energy between two or more fixed points;

"unadopted street" means a street other than a public road;

"the Use Classes Order" means the Planning (Use Classes) Order (Northern Ireland) 2015(**e**);

"World Heritage Site" means a property appearing on the World Heritage List kept under Article 11(2) of the 1972 UNESCO Convention for the Protection of the World Cultural and Natural Heritage(**f**).

(**a**) 1965 c.20 (N.I.) as amended by S.R.& O. (N.I.) 1973 No.211; S.I. 1978/1039 (N.I.9) Articles 51, 56(2), Schedules 5 and 7; S.R. 1979 No.246, S.I. 1990/246 (N.I.2) Article 19(1) and Schedule 4; S.I. 1991/194 (N.I.1) Article 32; S.R. 1991 No.105; S.R. 1996 No.512; 2009 c.1 (N.I.) sections 32 and 34(3) and Schedule 6 paragraph 13(11) and S.R. 2009 No.114
(**b**) S.I. 1981/154 (N.I.1)
(**c**) S.I. 1995 No.1625 (N.I.9)
(**d**) S.I. 1993/3160 (N.I.15)
(**e**) S.R. 2015 No.40
(**f**) See Command Paper 9424

(2) Any reference in this Order to the height of a building or of plant or machinery shall be construed as a reference to its height when measured from ground level; and for the purposes of this paragraph "ground level" means the level of the surface of the ground immediately adjacent to the building or plant or machinery in question or, where the level of the surface of the ground on which it is situated or is to be situated is not uniform, the level of the highest part of the surface of the ground adjacent to it.

(3) In this Order and in relation to the use of electronic communications or electronic storage for any purpose of this Order which is capable of being carried out electronically—

(a) the expression "address" includes any number or address used for the purpose of such communications or storage, except that where this Order imposes any obligation on any person to provide a name and address to any other person, the obligation shall not be fulfilled unless the person on whom it is imposed provides a postal address;

(b) references to notices, forms, maps, plans, drawings, certificates or other documents or to copies of such things include references to such documents or copies of them in electronic form.

(4) Paragraphs (5) to (8) apply where an electronic communication is used by a person for the purpose of fulfilling any requirement in this Order to give or send any notice or other document to any other person ("the recipient").

(5) The requirement shall not be taken to be fulfilled, or (as the case may be) the notice or other document shall not be taken to have been lodged, unless the document transmitted by the electronic communication is—

(a) capable of being accessed by the recipient;

(b) legible in all material respects; and

(c) sufficiently permanent to be used for subsequent reference.

(6) In paragraph (5), "legible in all material respects" means that the information contained in the notice or document is available to the recipient to no lesser extent than it would be if sent or given by means of a document in printed form.

(7) Where the electronic communication is received by the recipient outside the recipient's business hours, it shall be taken to have been received on the next working day; and for this purpose "working day" means a day which is not a Saturday, Sunday or a public holiday.

(8) A requirement in this Order that any notice or other document should be in writing is fulfilled where the document meets the criteria in paragraph (6), and "written" and cognate expressions are to be construed accordingly.

Permitted Development

3.—(1) Subject to the provisions of this Order and regulations 55 and 56 of the Conservation (Natural Habitats, etc) Regulations (Northern Ireland) 1995(**a**), planning permission is hereby granted for the classes of development described as permitted development in the Schedule.

(2) Any permission granted by paragraph (1) is subject to any relevant exception, limitation or condition specified in the Schedule.

(3) References in the following provisions of this Order to permission granted by the Schedule or by any Part, Class or paragraph of that Schedule is a reference to the permission granted by this Article in relation to development described in that Schedule or that provision of that Schedule.

(4) Nothing in this Order permits development contrary to any condition imposed by any planning permission granted or deemed to be granted under Part 3 of the 2011 Act otherwise than by this Order.

(5) The permission granted by the Schedule shall not, except in relation to development permitted by Parts 10, 12 and 23, authorise any development which requires or involves the

(**a**) S.R. 1995 No.380

construction, formation, laying out or alteration of a means of access to an existing road which is a special, trunk or classified road or which creates an obstruction to the view of persons using any road at or near any crest, bend, corner, junction or inter-section so as to be likely to cause danger to such persons.

(6) Any development falling within Part 12 of the Schedule authorised by any Act or Order subject to the grant of any consent or approval shall not be treated for the purpose of this Order as authorised unless and until that consent or approval is obtained.

(7) The Schedule does not grant permission for the laying or construction of a pipe line which contains, or is intended to contain a hazardous substance, except in the case of laying or construction of a pipe line by a gas undertaker in accordance with Part 14 Class D which contains or is intended to contain no hazardous substance other than—

(a) a flammable gas (as specified in items 20 and 66 of Part A of Schedule 2 to the Planning (Hazardous Substances) Regulations (Northern Ireland) 2015) at a pressure of less than 8 bars absolute; or

(b) a liquid or mixture of liquids, not included in items 18, 19 and 67 of Part A of Schedule 2 to the Planning (Hazardous Substances) Regulations (Northern Ireland) 2015, which has a flash point of less than 21°c.

(8) Subject to paragraph (9) the Schedule does not grant planning permission for—

(a) development within the meaning of Schedule 1 to the EIA Regulations; or

(b) development of a description mentioned in column 1 of the table in Schedule 2 to the EIA Regulations; where—

(i) any part of the development is to be carried out in a sensitive area; or

(ii) any threshold or criterion mentioned in column 2 of the table in Schedule 2 to the EIA Regulations as applicable to development of that description is respectively exceeded or met in relation to that development,

unless the council or, as the case may be, the Department has given a determination pursuant to regulation 5 of the EIA Regulations that the proposed development is not EIA development.

(9) Paragraph (8) does not apply to development for which permission is granted by Class B of Part 23, Class A of Part 24 or Class A of Part 25.

(10) The permission granted by the Schedule shall not apply if—

(a) in the case of permission granted in connection with an existing building, the building operations involved in the construction of that building are unlawful;

(b) in the case of permission granted in connection with an existing use, that use is unlawful.

Directions restricting permitted development

4.—(1) If in relation to any area the Department or, in relation to the district of a council, that council is satisfied that it is expedient that development described in any Part, Class or paragraph in the Schedule, other than development within Part 16 should not be carried out unless permission is granted for it on an application, the Department or that council may, subject to paragraph (2) give a direction that the permission granted by Article 3 shall not apply to—

(a) all or any development of the Part, Class or paragraph in question in any particular area specified in the direction; or

(b) any particular development, falling within that Part, Class or paragraph, which is specified in the direction.

(2) Subject to paragraph (4), a direction by a council under this Article shall require the approval of the Department who may approve the direction with or without modifications.

(3) When a council submits a direction to the Department for approval, it shall also send—

(a) two additional copies together with a plan of the area in respect of which the direction applies, unless the direction includes such a plan; and

(b) a statement of its reasons for making the direction.

(4) The approval of the Department is not required in the case of a direction which does not affect the carrying out of such development by a statutory undertaker as is referred to in paragraph 6 and which relates only to either or both of the following—

(a) a listed building;

(b) development within the curtilage of a listed building.

(5) A direction under paragraph (1) shall not affect the carrying out of—

(a) development permitted by Part 12;

(b) development permitted by Class B of Part 23;

(c) development permitted by Part 31 and Part 32;

(d) any development in an emergency other than development permitted by Part 31; or

(e) any development mentioned in Part 18, unless the direction specifically so provides.

(6) A direction given or having effect as if given under this Article shall not, unless the direction so provides, affect the carrying out by statutory or other undertakers of the following descriptions of development—

(a) the maintenance of bridges, buildings and railway stations;

(b) the alteration and maintenance of railway track, and the provision and maintenance of track equipment, including signal boxes, signalling apparatus and other appliances and works required in connection with the movement of traffic by rail;

(c) the maintenance of docks, harbours, quays and wharves;

(d) the provision and maintenance of mechanical apparatus or appliances (including signalling equipment) required for the purposes of shipping or in connection with the embarking, disembarking, loading, discharging or transport of passengers, livestock or goods at a dock, quay, harbour, bank wharf or basin;

(e) any development required in connection with the improvement, maintenance or repair of watercourses or drainage works;

(f) the maintenance of buildings, runways, taxiways or aprons at an airport;

(g) the provision, alteration and maintenance of equipment, apparatus and works at an airport, required in connection with the movement of traffic by air (other than buildings, the construction, erection, reconstruction or alteration of which is permitted by Class A of Part 15).

Notices relating to Article 4 directions

5.—(1) Subject to the provisions of paragraph (3) notice of any direction made or approved by the Department under Article 4 shall be served by the council on the owner and occupier of every part of the land affected, and such direction shall come into force in respect of any part of the land on the date on which the notice is served on the occupier of that part or if there is no occupier, on the owner.

(2) Where the Department thinks fit it may serve notice in accordance with paragraph (1) of any direction given under Article 4(1)(b) in which case the council shall not be required to serve notice.

(3) Where in the case of a direction under Article 4(1)(a) the council is of the opinion that having regard to the number of persons interested in the land as owners or occupiers, or the difficulty of identifying and locating such persons, individual service in accordance with the provisions of paragraph (1) is impracticable, it shall publish notice of such direction in at least one newspaper circulating in the locality in which the land is situated and, where the council maintains a website for the purpose of advertisement, by publication of the notice on the website.

(4) Where the Department thinks fit it may publish notice in accordance with paragraph (3) of any direction given under Article 4(1)(a) in which case the council shall not be required to publish such notice.

(5) A notice published pursuant to paragraph (3) shall contain a concise statement of the effect of the direction and name a place where a copy of that statement and of a map defining the area to which it relates may be seen at all reasonable hours.

(6) Where a notice of a direction has been published in accordance with paragraph (3), the direction shall come into force on the date on which the notice is first published.

Cancellation of Article 4 directions

6.—(1) Any direction made by the Department under Article 4 may be cancelled by a subsequent direction made by the Department.

(2) Any direction made by a council in accordance with Article 4 may be cancelled by a subsequent direction made by that council or by a direction made by the Department. A direction given by a council which contains only provisions cancelling a previous direction shall not require the approval of the Department.

(3) Article 5 shall apply to the making of any cancelling direction in the same way as it would apply to the making of the direction being revoked.

Directions restricting permitted development under Part 16

7.—(1) If, on receipt of a notification from any person that they propose to carry out development within Part 16 of the Schedule, a council is satisfied as mentioned in paragraph (2), it may, within a period of 21 days beginning with the receipt of the notification, direct that the permission granted by Article 3 shall not apply to the development, or to such part of the development as is specified in the direction.

(2) The council may make a direction under this Article if it is satisfied that it is expedient that the development, or any part of it, should not be carried out unless permission for it is granted on an application because—

(a) the development is to be carried out on land which is within or affects—

(i) a conservation area;

(ii) a National Park;

(iii) a nature reserve;

(iv) an area of outstanding natural beauty;

(v) an area of special scientific interest; or

(vi) a site of archaeological interest;

(b) the development, either taken by itself or taken in conjunction with other development which is already being carried out in the area or in respect of which notification has been given in pursuance of the provisions of Part 16, would cause serious detriment to the amenity of the area in which it is to be carried out or would adversely affect the setting of a listed building;

(c) the development would constitute a serious nuisance to the inhabitants of a nearby residential building, hospital or school; or

(d) the development would endanger aircraft using a nearby airport.

(3) As soon as reasonably practicable a copy of a direction under this Article shall be sent by the council to the Department and to the person who gave notice of the proposal to carry out development.

(4) A direction made under this Article shall contain a statement as to the date on which, if it is not disallowed under paragraph (5), it will come into force, which shall be 29 days from the date on which notice of it is sent to the Department in accordance with paragraph (3).

(5) The Department may, at any time within a period of 28 days beginning on the day on which the direction is made, disallow the direction; and immediately upon receipt of notice in writing from the Department that they have disallowed the direction, the council shall give notice in

writing to the person who gave notice of the proposal that the person is authorised to proceed with the development.

(6) Any direction made by a council in accordance with this Article may be cancelled by a subsequent direction made by the council and the foregoing Article shall apply to the making of such cancelling direction in the same way as it would apply to the making of the direction being revoked.

Transitional provisions

8.—(1) In this Article "appropriate council" means the council for the district in which any land is situated.

(2) Anything done by, to or in relation to the Department in connection with its functions under Schedule 1 to the Planning (General Development) Order (Northern Ireland) 1993(**a**) shall be treated as if it had been done by, to or in relation to the appropriate council under the Schedule to this Order.

Sealed with the Official Seal of the Department of the Environment on 25th February 2015.

L.S.

Angus Kerr

A senior officer of the Department of the Environment

(**a**) S.R.1993 No.278

SCHEDULE

Article 3

DEVELOPMENT PERMITTED UNDER ARTICLE 3

PART 1

DEVELOPMENT WITHIN THE CURTILAGE OF A DWELLINGHOUSE

Class A

Permitted development **A.** **The enlargement, improvement or other alteration of a dwellinghouse.**

Development not permitted

A.1 Development is not permitted by Class A if—

(a) as a result of the works the total area of ground covered by buildings within the curtilage of the dwellinghouse (other than the original dwellinghouse) would exceed 50% of the total area of the curtilage (excluding the ground area of the original dwellinghouse);

(b) the height of the part of the dwellinghouse enlarged, improved or altered would exceed the height of the highest part of the roof of the existing dwellinghouse;

(c) the height of the eaves of the part of the dwellinghouse enlarged, improved or altered would exceed the height of the eaves of the existing dwellinghouse;

(d) the enlarged part of the dwellinghouse would extend beyond a wall which—

(i) faces onto a road; and

(ii) forms either the principal elevation or a side elevation of the original dwellinghouse;

(e) the enlarged part of the dwellinghouse would have a single storey and—

(i) extend beyond the rear wall of the original dwellinghouse by more than 4 metres in the case of a detached dwellinghouse, or 3 metres in the case of any other dwellinghouse;

(ii) exceed 4 metres in height; or

(iii) be within 3.5 metres of the boundary of the curtilage of the dwellinghouse with a road opposite the rear wall of the dwellinghouse;

(f) the enlarged part of the dwellinghouse would have more than one storey and—

(i) extend beyond the rear wall of the original dwellinghouse by more than 3 metres; or

(ii) be within 7 metres of the boundary of

the curtilage of the dwellinghouse opposite the rear wall of the dwellinghouse;

(g) the enlarged part of the dwellinghouse would be within 2 metres of any boundary of the curtilage of the dwellinghouse, and the height of the eaves of the enlarged part would exceed 3 metres;

(h) the enlarged part of the dwellinghouse would extend beyond a wall forming a side elevation of the original dwellinghouse, and would—

(i) exceed 4 metres in height; or

(ii) have a width greater than half the width of the original dwellinghouse;

(i) it would consist of or include—

(i) an alteration to any part of the roof of the dwellinghouse;

(ii) the construction or provision of a deck, balcony, veranda or other raised platform;

(iii) the provision of a basement;

(iv) the installation, alteration or replacement of a chimney, flue or soil and vent pipe;

(v) the installation, alteration or replacement of a microwave antenna; or

(j) the dwellinghouse is within the curtilage of a listed building unless listed building consent for the development has previously been granted.

A.2 In the case of a dwellinghouse which is within a conservation area, World Heritage Site, area of outstanding natural beauty or National Park, development is not permitted by Class A if—

(a) it would consist of or include the cladding of any part of the exterior of the dwellinghouse with stone, artificial stone, pebbledash, render, timber, plastic or tiles;

(b) the enlarged part of the dwellinghouse would have more than one storey or would exceed 4 metres in height; or

(c) the enlarged part of the dwellinghouse would extend beyond a wall forming the principal or a side elevation of the original dwellinghouse.

Conditions

A.3 Development is permitted by Class A subject to the following conditions—

(a) the materials used in any exterior work (other than materials used in the construction of a conservatory) shall be of similar appearance to those used in the construction of the exterior of the existing dwellinghouse;

(b) any upper floor window located in a wall or roof slope forming a side elevation of the dwellinghouse, which is within 15 metres of any boundary of the curtilage of a neighbouring dwellinghouse, shall be—

(i) obscure glazed; and

(ii) non-opening unless the parts of the window which can be opened are more than 1.7 metres above the floor of the room in which the window is installed; or

(c) where the enlarged part of the dwellinghouse has more than one storey, the roof pitch of the enlarged part shall, as far as practicable, be the same as the roof pitch of the original dwellinghouse.

Class B

Permitted development **B.** **The enlargement, improvement or other alteration of a dwellinghouse consisting of an addition or alteration to its roof.**

Development not permitted

B.1 Development is not permitted by Class B if—

(a) any part of the dwellinghouse would, as a result of the works, exceed the height of the highest part of the existing roof;

(b) any part of the dwellinghouse would, as a result of the works, extend more than 15 centimetres beyond the plane of any existing roof slope which—

(i) faces a road; and

(ii) forms either the principal or a side elevation of the dwellinghouse;

(c) any part of the alteration or addition would, as a result of the works, be closer than 0.5 metres to the ridge of the existing roof, closer than 0.5 metres to the eaves of the existing roof (measured along the plane of the roof), or closer than 0.5 metres to any party wall or verge;

(d) it would consist of or include—

(i) the construction or provision of a deck, balcony, veranda or other raised platform;

(ii) the installation, alteration or replacement of a chimney, flue or soil and vent pipe; or

(iii) the installation, alteration or replacement of a microwave antenna;

(e) the dwellinghouse is within a conservation area; or

(f) the dwellinghouse is within the curtilage of a listed building unless listed building consent for the development has previously been

granted.

Conditions	B.2	Development is permitted by Class B subject to the following conditions— (a) the materials used in any exterior work shall be of similar appearance to those used in the construction of the exterior of the existing dwellinghouse; (b) any window inserted on a wall or roof slope forming a side elevation of the dwellinghouse, which is within 15 metres of any boundary of the curtilage of a neighbouring dwellinghouse, shall be— (i) obscure glazed; and (ii) non-opening unless the parts of the window which can be opened are more than 1.7 metres above the floor of the room in which the window is installed.
Class C		
Permitted development	**C.**	**The erection or construction of a porch outside any external door of a dwellinghouse.**
Development not permitted	C.1	Development is not permitted by Class C if— (a) the ground area (measured externally) of the structure would exceed 3 square metres; (b) any part of the structure would exceed 3 metres above ground level with a flat or mono pitched roof, or 3.5 metres with a dual pitched roof; (c) any part of the structure would be within 2 metres of any boundary of the curtilage of the dwellinghouse with a road; or (d) the dwellinghouse is within the curtilage of a listed building unless listed building consent for the development has previously been granted.
Condition	C.2	Development is permitted by Class C subject to the condition that the materials used shall be of similar appearance to those used in the construction of the existing dwellinghouse.
Class D		
Permitted development	**D.**	**The provision within the curtilage of a dwellinghouse of any building or enclosure, swimming or other pool required for a purpose incidental to the enjoyment of the dwellinghouse, or the maintenance, improvement or other alteration to such a building or enclosure.**
Development not permitted	D.1	Development is not permitted by Class D if— (a) the total area of ground covered by buildings or enclosures within the curtilage (other than the original dwellinghouse) would exceed 50% of the total area of the curtilage (excluding the ground area of the original dwellinghouse); (b) any part of the building, enclosure or pool

would be situated on land forward of a wall which—

(i) faces onto a road; and

(ii) forms either the principal elevation or a side elevation of the original dwellinghouse;

(c) the building or enclosure would exceed 4 metres in height;

(d) within 2 metres of the boundary of the curtilage of the dwellinghouse the eaves height would exceed 2.5 metres;

(e) any part of the building or enclosure would be within 3.5 metres of the boundary of the curtilage of the dwellinghouse with a road opposite the rear wall of the dwellinghouse;

(f) it would consist of or include the construction or provision of a deck, balcony, veranda or other raised platform;

(g) it would involve the installation, alteration or replacement of a microwave antenna;

(h) it would involve development for use as a dwellinghouse; or

(i) it is within the curtilage of a listed building unless listed building consent for the development has previously been granted.

D.2 In the case of any land within the curtilage of the dwellinghouse which is within—

(a) a World Heritage Site;

(b) a National Park; or

(c) an area of outstanding natural beauty;

development is not permitted by Class D if the total area of ground covered by buildings, enclosures and pools situated more than 20 metres from any wall of the dwellinghouse would exceed 10 square metres.

D.3 In the case of any land within the curtilage of a dwellinghouse within a conservation area, World Heritage Site, National Park or area of outstanding natural beauty, development is not permitted by Class D if any part of the building, enclosure or pool would be situated on land between a wall forming either the principal or a side elevation of the dwellinghouse and the boundary of the curtilage of the dwellinghouse.

Interpretation of Class D

D.4 For the purposes of Class D "purpose incidental to the enjoyment of the dwellinghouse" includes the keeping of poultry, bees, pet animals, birds or other livestock for the domestic needs or personal enjoyment of the occupants of the dwellinghouse, but excludes the keeping of pigeons.

Class E

Permitted development

E. Development consisting of—

(a) **the provision within the curtilage of a dwellinghouse of a hard surface for any**

purpose incidental to the enjoyment of the dwellinghouse; or

(b) **the replacement in whole or in part of such a surface.**

Development not permitted	E.1	Development is not permitted by Class E within the curtilage of a listed building unless listed building consent for the development has previously been granted.
Conditions	E.2	Development is permitted by Class E subject to the condition that where— (a) the hard surface would be situated on land between a wall forming the principal elevation of the dwellinghouse and a road; and (b) the area of ground covered by the hard surface, or the hard surface to be replaced would exceed 5 square metres; either the hard surface shall be made of porous or permeable materials, or provision shall be made to direct run-off water from the hard surface to a porous or permeable area or surface within the curtilage of the dwellinghouse.
Class F		
Permitted development	**F.**	**The erection or provision, within the curtilage of a dwellinghouse, of a container for the storage of oil or liquefied petroleum gas for domestic purposes.**
Development not permitted	F.1	Development is not permitted by Class F if— (a) the capacity of the container would exceed 3,500 litres; (b) any part of the container would be more than 3 metres above ground level; (c) any part of the container would be situated on land beyond a wall which— (i) faces onto a road; and (ii) forms either the principal elevation or a side elevation of the original dwellinghouse; (d) any part of the container would be within 2 metres of the boundary of the curtilage of the dwellinghouse with a road opposite the rear wall of the dwellinghouse; (e) in the case of a dwellinghouse which is within a conservation area, any part of the container would be situated on land between a wall forming the principal or a side elevation of the dwellinghouse and the boundary of the curtilage of the dwellinghouse; or (f) it is within the curtilage of a listed building unless listed building consent for the development has previously been granted.

Class G

Permitted development	**G.**	**The installation, alteration or replacement of a microwave antenna on a dwellinghouse or within the curtilage of a dwellinghouse.**
Development not permitted	G.1	Development is not permitted by Class G if—

(a) it would result in the presence on the dwellinghouse or within its curtilage of—

(i) more than two antennas;

(ii) a single antenna exceeding 100 centimetres in length;

(iii) two antennas which do not meet the relevant size criteria;

(iv) an antenna installed on a chimney, where the length of the antenna would exceed 60 centimetres;

(v) an antenna installed on a chimney, where the antenna would protrude above the chimney;

(vi) an antenna with a cubic capacity in excess of 35 litres;

(b) in the case of an antenna to be installed on a roof without a chimney, the highest part of the antenna would be higher than the highest part of the roof;

(c) in the case of an antenna to be installed on a roof with a chimney, the highest part of the antenna would be higher than the highest part of the chimney, or 60 centimetres measured from the highest part of the ridge tiles of the roof, whichever is the lower;

(d) in the case of a dwellinghouse situated within a designated area, it would consist of the installation of an antenna—

(i) on a chimney, wall or roof slope which faces onto and is visible from a road;

(ii) on a building which exceeds 15 metres in height.

Conditions	G.2	Development is permitted by Class G subject to the following conditions—

(a) an antenna shall so far as is practicable be sited so as to minimise its effect on the external appearance of the building; and

(b) an antenna no longer needed for reception or transmission purposes shall be removed as soon as reasonably practicable.

G.3 The relevant size criteria for the purpose of paragraph G.1(a)(iii) are that—

(a) only one of the antennas may exceed 60 centimetres in length; and

(b) any antenna which exceeds 60 centimetres in length must not exceed 100 centimetres in

length.

G.4 The length of an antenna is to be measured in any linear direction, and shall exclude any projecting feed element, reinforcing rim, mounting or brackets.

Class H

Permitted development **H.** **The installation, alteration or replacement of a chimney, flue or soil and vent pipe on a dwellinghouse.**

Development not permitted

H.1 Development is not permitted by Class H if—

(a) the height of the chimney, flue or soil and vent pipe would exceed the highest part of the roof by 1 metre or more;

(b) in the case of a dwellinghouse which is within a conservation area, World Heritage Site, area of outstanding natural beauty or National Park the chimney, flue or soil and vent pipe would be installed on a wall or roof slope which—

(i) faces a road; and

(ii) forms either the principal elevation or a side elevation of the dwellinghouse; or

(c) the dwellinghouse is within the curtilage of a listed building unless listed building consent for the development has previously been granted.

Class I

Permitted development **I.** **The erection, construction or alteration of a deck or other raised platform within the curtilage of a dwellinghouse.**

Development not permitted

I.1 Development is not permitted by Class I if—

(a) any part of the deck or other raised platform would exceed 0.3 metres above ground level;

(b) the deck or raised platform would be on land which—

(i) faces onto a road; and

(ii) would be forward of a wall forming the principal elevation or a side elevation of the dwellinghouse;

(c) in the case of any land within a conservation area any part of the deck or raised platform would be situated on land between a wall forming either the principal or a side elevation of the dwellinghouse and the boundary of the curtilage of the dwellinghouse; or

(d) it is within the curtilage of a listed building unless listed building consent for the development has previously been granted.

PART 2

INSTALLATION OF DOMESTIC MICROGENERATION EQUIPMENT

Class A

Permitted development **A.** **The installation, alteration or replacement of solar PV or solar thermal equipment on the roof of—**

(a) **a dwellinghouse; or**

(b) **any building within the curtilage of a dwellinghouse.**

Development not permitted A.1 Development is not permitted by Class A if—

(a) any part of the solar PV or solar thermal equipment would protrude more than 20 centimetres beyond the plane of any existing roof slope which faces onto and is visible from a road;

(b) any part of the solar PV or solar thermal equipment would exceed—

(i) the height of the highest part of any existing ridged roof; or

(ii) 1.5 metres above the plane of any flat roof;

(c) in the case of solar PV or solar thermal equipment installed in a World Heritage Site or conservation area—

(i) the roof slope to which they would be fitted faces onto and is visible from a road; or

(ii) any part of the solar PV or solar thermal equipment fitted to a flat roof would be visible from a road;

(d) any part of the solar PV or solar thermal equipment would extend beyond the edge of the existing roof; or

(e) the solar PV or solar thermal equipment would be installed within the curtilage of a listed building unless listed building consent for the development has previously been granted.

Conditions A.2 Development is permitted by Class A subject to the following conditions—

(a) the primary purpose of the solar PV or solar thermal equipment would be to provide heat or energy for use within the curtilage of the dwellinghouse; and

(b) any solar PV or solar thermal equipment no longer used to provide heat or energy shall be removed as soon as reasonably practicable.

Class B

Permitted development **B.** **The installation, alteration or replacement of solar PV or solar thermal equipment on—**

(a) **the wall of a dwellinghouse;**

(b) **the wall of any building within the**

curtilage of a dwellinghouse; or

(c) **any wall within the curtilage of a dwellinghouse.**

Development not permitted	B.1	Development is not permitted by Class B if—

(a) any part of the solar PV or solar thermal equipment installed within 3 metres of the boundary of the curtilage of the dwellinghouse and exceeding 4 metres in height extends more than 20 centimetres beyond the plane of the wall;

(b) any part of the solar PV or solar thermal equipment when installed would extend beyond the boundary of the wall;

(c) for Class B(a) or (b) development, any part of the solar PV or solar thermal equipment installed on the wall of a chimney would exceed the height of the highest part of the roof;

(d) in the case of solar PV or solar thermal equipment installed on a wall within a World Heritage Site or conservation area the wall would face onto and be visible from a road; or

(e) the solar PV or solar thermal equipment would be installed within the curtilage of a listed building unless listed building consent for the development has previously been granted.

Conditions	B.2	Development is permitted by Class B subject to the following conditions—

(a) the primary purpose of the solar PV or solar thermal equipment would be to provide heat or energy for use within the curtilage of the dwellinghouse; and

(b) any solar PV or solar thermal equipment no longer used to provide heat or energy shall be removed as soon as reasonably practicable.

Class C

Permitted development	**C.**	**The installation, alteration or replacement of stand alone solar within the curtilage of a dwellinghouse.**
Development not permitted	C.1	Development is not permitted by Class C if—

(a) it would result in the presence within the curtilage of more than one stand alone solar;

(b) the area of the stand alone solar would exceed 14 square metres;

(c) any part of the stand alone solar would exceed 2 metres in height;

(d) any part of the stand alone solar would be nearer to a road which bounds the curtilage than the part of the dwellinghouse nearest to that road; or

(e) the stand alone solar would be situated within the curtilage of a listed building unless listed

building consent for the development has previously been granted.

Conditions	C.2	Development is permitted by Class C subject to the following conditions— (a) the primary purpose of the stand alone solar would be to provide heat or energy for use within the curtilage of the dwellinghouse; and (b) any stand alone solar no longer used to provide heat or energy shall be removed as soon as reasonably practicable.
Class D		
Permitted development	**D.**	**The erection or provision, within the curtilage of a dwellinghouse, of a container for the storage of solid biomass fuel.**
Development not permitted	D.1	Development is not permitted by Class D if— (a) in the case of the erection or provision of an above ground container— (i) the capacity of that container would exceed 6,500 litres; or (ii) any part of that container would be more than 3 metres above ground level; (b) any part of the container would be nearer to a road which bounds the curtilage than the part of the dwellinghouse nearest to that road; (c) it would involve the erection or provision of a below ground container within a site of archaeological interest or an area of special scientific interest; or (d) the container would be situated within the curtilage of a listed building unless listed building consent for the development has previously been granted.
Conditions	D.2	Development is permitted by Class D subject to the following conditions— (a) the biomass fuel stored would be used to provide heat for use within the curtilage of the dwellinghouse; and (b) any container provided under this class, no longer used for the storage of biomass fuel shall be removed as soon as reasonably practicable.
Class E		
Permitted development	**E.**	**The installation, alteration or replacement of a flue, forming part of a biomass heating system, or a combined heat and power system on a dwellinghouse.**
Development not permitted	E.1	Development is not permitted by Class E if— (a) the height of the flue would exceed the highest part of the roof by more than one metre; (b) in the case of a flue installed in a World Heritage Site or a conservation area the flue would be installed on a wall or roof slope

forming the principal or a side elevation of the dwellinghouse and would be visible from a road; or

(c) the dwellinghouse is within the curtilage of a listed building unless listed building consent for the development has previously been granted.

Condition	E.2	Development is permitted by Class E subject to the condition that the flue no longer used as part of a biomass heating system or a combined heat and power system shall be removed as soon as reasonably practicable.

Class F

Permitted development	**F.**	**The provision of a ground or water source heat pump within the curtilage of a dwellinghouse.**
Development not permitted	F.1	Development is not permitted by Class F if—

(a) any part of the heat pump or its housing would be within 3 metres of the boundary of the curtilage of the dwellinghouse and would exceed 4 metres in height;

(b) any part of the heat pump or its housing would be nearer to a road which bounds the curtilage than the part of the dwellinghouse nearest to that road;

(c) it would involve the provision of any heat pump within an area of special scientific interest or a site of archaeological interest; or

(d) the heat pump would be situated within the curtilage of a listed building unless listed building consent for the development has previously been granted.

Conditions	F.2	Development is permitted by Class F subject to the following conditions—

(a) the heat pump would be used to provide heat for use within the curtilage of the dwellinghouse; and

(b) when no longer used to provide heat it shall be removed as soon as reasonably practicable.

Class G

Permitted development	**G.**	**The installation, alteration or replacement of an air source heat pump within the curtilage of a dwellinghouse.**
Development not permitted	G.1	Development is not permitted by Class G if—

(a) it would result in the presence within the curtilage of more than one air source heat pump;

(b) any part of the air source heat pump would be less than 30 metres from a dwellinghouse (other than the dwellinghouse on which the air source heat pump is being installed, altered or replaced);

(c) any part of the air source heat pump would be

situated on land forward of a wall which—

(i) faces onto a road; and

(ii) forms either the principal elevation or a side elevation of the original dwellinghouse;

(d) in the case of a dwellinghouse within a World Heritage Site or conservation area any part of the air source heat pump faces onto and is visible from a road;

(e) the external unit of the air source heat pump would exceed 2 metres in height;

(f) the air source heat pump would be installed on a roof;

(g) the air source heat pump would be situated within the curtilage of a listed building unless listed building consent for the development has previously been granted.

Conditions G.2 Development is permitted by Class G subject to the following conditions—

(a) the air source heat pump would be used to provide heat for use within the curtilage of the dwellinghouse; and

(b) when no longer used to provide heat it shall be removed as soon as reasonably practicable.

Interpretation of Part 2 H. For the purposes of Part 2—

"solar PV" means solar photovoltaics;

"stand alone solar" means solar PV or solar thermal equipment which is not installed on a building.

PART 3

MINOR OPERATIONS

Class A

Permitted development A. The erection, construction, maintenance, improvement or alteration of a gate, fence, wall or other means of enclosure.

Development not permitted A.1 Development is not permitted by Class A if—

(a) the height of any gate, fence, wall or other means of enclosure erected or constructed adjacent to a road used or designed to be used by vehicular traffic exceeds 1 metre above ground level;

(b) the height of any other gate, fence, wall or means of enclosure erected or constructed exceeds 2 metres above ground level;

(c) the height of any gate, fence, wall or means of enclosure maintained, improved or altered exceeds its former height or the height referred to in sub-paragraph (a) or (b) as the height appropriate to it if erected or

constructed, whichever is the greater;

(d) it involves development within the curtilage of, or to a gate, fence, wall or other means of enclosure, surrounding a listed building unless listed building consent for the development has previously been granted; or

(e) it involves development on land determined by the Department for Regional Development as a private street in accordance with Article 3(1) of the Private Streets (Northern Ireland) Order 1980(**a**).

Class B

Permitted development	**B.**	**The formation, laying out and construction or alteration of a means of access to a road which is not a special, trunk or classified road, where that access is required in connection with development permitted by any class in this Schedule (other than by Class A of this Part).**
Development not permitted	B.1	Development is not permitted by Class B if it is within an area of special scientific interest, or a site of archaeological interest.

Class C

Permitted development	**C.**	**The painting of the exterior of any building or work.**
Development not permitted	C.1	Development is not permitted by Class C— (a) where the painting is for the purpose of advertisement, announcement or direction; or (b) within the curtilage of a listed building unless listed building consent for the development has previously been granted.
Interpretation of Class C	C.2	In Class C "painting" includes any application of colour.

PART 4

CHANGES OF USE

Class A

Permitted development	**A.**	**Development consisting of a change of use of a building to a use falling within Class A1 (Shops) or Class A2 (Financial, professional and other services) of the Schedule to the Use Classes Order from a use as a betting office or from a use for the sale of food or drink for consumption on the premises or of hot food for consumption off the premises.**

Class B

Permitted development	**B.**	**Development consisting of a change of the use of a building—** (a) **to a use falling within Class B2 (Light Industrial) of the Schedule to the Use Classes Order from a use falling within**

(**a**) S.I. 1980/1086 (N.I.12)

Class B3 (General Industrial);

(b) **to a use falling within Class B2 (Light Industrial) of that Schedule from a use falling within Class B4 (Storage or distribution);**

(c) **to a use falling within Class B4 (Storage or distribution) of that Schedule from a use falling within Class B2 (Light Industrial) or Class B3 (General Industrial).**

Development not permitted — B.1 — Development is not permitted by Class B where the change is to or from a use falling within Class B4 of the Schedule to the Use Classes Order if the change of use relates to more than 235 square metres of floor space in the building.

Class C

Permitted development — **C.** — **Development consisting of a change of use of any building with a display window at ground floor level to a use falling within Class A1 (Shops) of the Schedule to the Use Classes Order from a use falling within Class A2 (Financial, professional and other services).**

Class D

Permitted development — **D.** — **Development consisting of a change of use of a building falling within Class C1 (Dwellinghouses) of the Schedule to the Use Classes Order from a use falling within Class C2 (Guest houses) or Class C3 (Residential institutions).**

Class E

Permitted development — **E.** — **Development consisting of a change of use of a building—**

(a) **to a mixed use for any purpose within Class A1 (Shops) of the Schedule to the Use Classes Order and as a single flat, from a use for any purpose within Class A1 of that Schedule;**

(b) **to a mixed use for any purpose within Class A2 (Financial, professional and other services) of the Schedule to the Use Classes Order and as a single flat, from a use for any purpose within Class A2 of that Schedule;**

(c) **where that building has a display window at ground floor level, to a mixed use for any purpose within Class A1 (Shops) of the Schedule to the Use Classes Order and as a single flat, from a use for any purpose within Class A2 (Financial, professional and other services) of that Schedule.**

Conditions — E.1 — Development is permitted by Class E subject to the following conditions—

(a) some or all of the parts of the building used for any purposes within Class A1 or Class A2, as the case may be, of the Schedule to the Use Classes Order shall be situated on a floor below the part of the building used as a single

flat;

(b) where the development consists of a change of use of any building with a display window at ground floor level, the ground floor shall not be used in whole or in part as the single flat;

(c) the single flat shall not be used otherwise than as a dwelling (whether or not as a sole or main residence)—

(i) by a single person or by people living together as a family; or

(ii) by not more than six residents living together as a single household (where care is provided for residents).

Interpretation of Class E	E.2	For the purposes of Class E the expression "care" means "personal care" as defined in the Registered Homes (Northern Ireland) Order 1992(**a**).

Class F

Permitted development	**F.**	**Development consisting of a change of the use of a building—**

(a) **to a use for any purpose within Class A1 (Shops) of the Schedule to the Use Classes Order from a mixed use for any purpose within Class A1 of that Schedule and as a single flat;**

(b) **to a use for any purpose within Class A2 (Financial, professional and other services) of the Schedule to the Use Classes Order from a mixed use for any purpose within Class A2 of that Schedule and as a single flat;**

(c) **where that building has a display window at ground floor level, to a use for any purpose within Class A1 (Shops) of the Schedule to the Use Classes Order from a mixed use for any purpose within Class A2 (Financial, professional and other services) of that Schedule and as a single flat.**

Development not permitted	F.1	Development is not permitted by Class F unless the part of the building used as a single flat was immediately prior to being so used, used for any purpose within Class A1 or Class A2 of the Schedule to the Use Classes Order.

(**a**) S.I. 1992/3204 (N.I.20)

PART 5

TEMPORARY BUILDINGS AND USES

Class A

Permitted development	**A.**	**The provision on land of buildings, moveable structures, works, plant or machinery required temporarily in connection with and for the duration of operations being or to be carried out on, in, under or over that land or on land adjoining that land.**
Development not permitted	A.1	Development is not permitted by Class A if— (a) the operations referred to are mining operations; (b) planning permission is required for those operations but is not granted; or (c) it is within a site of archaeological interest.
Conditions	A.2	Development is permitted by Class A subject to the conditions that, when the operations have been carried out— (a) any building, structure, works, plant or machinery permitted by this Class shall be removed; and (b) any adjoining land on which development permitted by this Class is carried out shall as soon and so far as practicable, be reinstated to its condition before that development was carried out.

Class B

Permitted development	**B.**	**The use of any land for any purpose for not more than 28 days in total in any calendar year, of which not more than 14 days in total may be for any purpose referred to in paragraph B.2, and the provision on the land of any moveable structure for the purposes of the permitted use.**
Development not permitted	B.1	Development is not permitted by Class B if— (a) the land in question is a building or is within the curtilage of a building; (b) the use of land is for a caravan site; or (c) the land is within a site of archaeological interest.
Interpretation of Class B	B.2	The purposes mentioned in Class B are— (a) the holding of a market; (b) motor car and motorcycle racing, including trials of speed, and practising for these activities.

Class C

Permitted development	**C.**	**The use of land for street trading not exceeding the period of time specified in a street trading licence.**
Interpretation of Class C	C.1	For the purposes of Class C— "street trading" has the meaning assigned to it by section 1(2) of the Street Trading Act (Northern

Ireland) 2001(**a**);

"street trading licence" means a licence granted under the Street Trading Act (Northern Ireland) 2001.

PART 6

CARAVAN SITES

Class A		
Permitted development	**A.**	**The use of land, other than a building, as a caravan site in any circumstances referred to in paragraph A.2.**
Conditions	A.1	The use permitted by Class A shall be discontinued when the circumstances specified in paragraph A.2 cease to exist and all caravans on the site shall then be removed.
Interpretation of Part 6	A.2	The circumstances mentioned in this Part are those specified in paragraphs 2 to 10 of the Schedule to the Caravans Act (Northern Ireland) 1963(**b**), but in relation to those mentioned in paragraph 10 do not include use for winter quarters.

PART 7

AGRICULTURAL BUILDINGS AND OPERATIONS

Class A		
Permitted development	**A.**	**The carrying out on agricultural land comprised in an agricultural unit of—** (a) **works for the erection, extension or alteration of a building; or** (b) **any excavation or engineering operation;** **reasonably necessary for the purposes of agriculture within that unit.**
Development not permitted	A.1	Development is not permitted by Class A if— (a) the development is on agricultural land less than 0.5 hectares in area; (b) it consists of or includes the erection, extension or alteration of a dwelling; (c) a building, structure or works not designed for the purposes of agriculture is provided on the land; (d) the building or structure to be erected is the first agricultural building on the unit; (e) the nearest part of any building or structure so erected or extended is more than 75 metres from the nearest part of a group of principal farm buildings;

(**a**) 2001 c.8 (N.I.)
(**b**) 1963 c.17 (N.I.) as amended by 2011 c.12 (N.I.)

(f) the nearest part of any building or structure so erected or extended is less than 75 metres from a dwellinghouse (other than a dwellinghouse of any person engaged in agricultural operations on that unit);

(g) the ground area to be covered by—

(i) any works or structure (other than a fence) for the purposes of accommodating livestock or any plant or machinery arising from engineering operations; or

(ii) any building erected or any building as extended or altered;

exceeds 500 square metres, calculated as described in paragraph A.2(b);

(h) the height of any part of the building, structure or works within 3 kilometres of the perimeter of an airport exceeds 3 metres, or 12 metres in any other case;

(i) any part of the development is within 24 metres from the nearest part of a special road, or within 24 metres of the middle of a trunk or a first or second-class road or 9 metres from the middle of other classes of road.

Interpretation of Class A

A.2 For the purposes of Class A—

(a) the area of 0.5 hectares shall be calculated without taking into account any separate parcels of land;

(b) the ground area referred to in A.1(g) is the ground area which the proposed development covers together with the ground area of any building (other than a dwellinghouse) or any works, structure, plant or machinery within the same unit which is being provided by Class A or has been provided within the preceding two years and any part of which is within 75 metres of the proposed development;

(c) "agricultural land" has the meaning assigned to it by the Agriculture Act (Northern Ireland) 1949(**a**);

(d) "agricultural unit" means land which is occupied as a unit for the purposes of agriculture other than fish farming but includes any dwellinghouse or other building occupied by the same person for the purpose of farming the land by the person who occupies the same unit;

(e) "building" does not include anything resulting from engineering operations;

(**a**) 1949 c.2 (N.I.)

Class B

Permitted development	**B.**	**The winning and working on land held or occupied with land used for the purposes of agriculture of any minerals reasonably necessary for agricultural purposes within the agricultural unit of which it forms part.**
Development not permitted	B.1	Development is not permitted by Class B if any excavation is within 24 metres of the nearest part of a special road or within 24 metres of the middle of a trunk or a first or second-class road or 9 metres from the middle of other classes of road.
Conditions	B.2	Development is permitted by Class B subject to the conditions— (a) that no mineral extracted during the course of the operation shall be moved to any place outside the land from which it is extracted, except to land which is held or occupied with that land and is used for the purposes of agriculture; (b) the surface of the land shall be levelled and any topsoil replaced as the uppermost layer; (c) the land shall so far as practicable be restored to its former condition before the extraction took place.
Interpretation of Class B	B.3	For the purposes of Class B the expression "purposes of agriculture" includes fertilizing the land used for the purposes of agriculture, and the maintenance, improvement or alteration of any buildings, structures or works occupied or used for such purposes on land so used.

Class C

Permitted development	**C.**	**The construction, formation, laying out or alteration of a means of access to a road.**
Development not permitted	C.1	Development is not permitted in Class C if— (a) it is required in connection with development for which a planning application is necessary under Part 3 of the 2011 Act; or (b) the land is within a site of archaeological interest.

Class D

Permitted development	**D.**	**The carrying out on agricultural land comprised in an agricultural unit of works for the erection, extension or alteration of a building or structure for the purpose of—** (a) **the generation (including the co-generation) of energy from anaerobic digestion of biomass; or** (b) **the storing of digestate;** **including works for the installation, alteration or replacement of a flue forming part of the anaerobic digestion system.**
Development not permitted	D.1	Development is not permitted by Class D if— (a) the development is on agricultural land less

than 0.5 hectares in area;

(b) it consists of or includes the erection, extension or alteration of a dwelling;

(c) a building, structure or works not designed for the purposes of anaerobic digestion is provided on the land;

(d) the nearest part of any building or structure so erected or extended is more than 75 metres from the nearest part of a group of principal farm buildings;

(e) the nearest part of any building or structure so erected or extended is less than 75 metres from a dwellinghouse (other than a dwellinghouse of any person engaged in agricultural operations on that unit);

(f) the ground area to be covered by any building or structure erected or any building or structure as extended or altered, would exceed 500 square metres, calculated as described in paragraph D.2(a);

(g) the height of any part of the building, structure or works within 3 kilometres of the perimeter of an airport exceeds 3 metres, or 12 metres in any other case;

(h) any part of the development is within 24 metres from the nearest part of a special road, or within 24 metres of the middle of a trunk or a first or second-class road or 9 metres from the middle of other classes of road;

(i) the total capacity of the anaerobic digestion system exceeds—

(i) 200 kilowatts in relation to the generation of electricity; and

(ii) 285 kilowatts thermal in relation to the production of heat;

(j) feedstock not produced on land within the agricultural unit is used in the anaerobic digestion system;

(k) feedstock not produced on land within the agricultural unit is stored within that unit;

(l) it would result in more than one anaerobic digestion system within the agricultural unit.

Interpretation of Class D D.2 For the purposes of Class D—

(a) the ground area referred to in D.1(f) is the ground area which the proposed development covers together with the ground area of any building or structure previously provided for the purposes of anaerobic digestion;

(b) "agricultural land" has the meaning assigned to it by the Agriculture Act (Northern Ireland) 1949;

(c) "agricultural unit" means land which is

occupied as a unit for the purposes of agriculture other than fish farming but includes any dwellinghouse or other building occupied by the same person for the purpose of farming the land by the person who occupies the same unit.

PART 8

FORESTRY BUILDINGS AND OPERATIONS

Class A

Permitted development **A.** **The carrying out on land used for the purposes of forestry, including afforestation, of development reasonably necessary for those purposes consisting of—**

(a) **works for the erection, extension or alteration of a building;**

(b) **the formation, alteration or maintenance of private ways;**

(c) **operations on that land, or on land held or occupied with that land, to obtain the materials required for the formation, alteration or maintenance of such ways;**

(d) **other operations (not including engineering or mining operations).**

Development not permitted A.1 Development is not permitted by Class A if—

(a) it consists of or includes the provision or alteration of a dwelling;

(b) the height of any building or works within 3 kilometres of the perimeter of an airport exceeds 3 metres in height; or

(c) any part of the development is within 24 metres of the nearest part of a special road or within 24 metres of the middle of a trunk or a first or second-class road or 9 metres from the middle of other classes of road.

Conditions A.2 Development is permitted in Class A(c) subject to the following conditions—

(a) the surface of the land shall be levelled and any topsoil replaced as the uppermost layer; and

(b) the land shall, so far as practicable, be restored to its condition before the development took place.

PART 9

INDUSTRIAL AND WAREHOUSE DEVELOPMENT

Class A

Permitted development	**A.**	**The erection, extension or alteration of an industrial building or a warehouse.**
Development not permitted	A.1	Development is not permitted by Class A if—

(a) the height of any part of the new building erected would exceed—

(i) if within 10 metres of a boundary of the curtilage of the premises, 5 metres;

(ii) in all other cases, the height of the highest building within the curtilage of the premises or 15 metres, whichever is lower;

(b) the height of the building as extended or altered would exceed—

(i) if within 10 metres of a boundary of the curtilage of the premises, 5 metres;

(ii) in all other cases, the height of the building being extended or altered;

(c) the floor space of the original building would be exceeded by more than—

(i) 10% in respect of development in an area of outstanding natural beauty, a National Park, a World Heritage Site or a conservation area or 25% in any other case; or

(ii) 500 square metres in respect of development in an area of outstanding natural beauty, a National Park, a World Heritage Site or a conservation area or 1000 square metres in any other case;

whichever is the lesser;

(d) the floor space of any new building erected would exceed 100 square metres;

(e) any part of the development would be within 5 metres of any boundary of the curtilage of the premises;

(f) any part of the development would be within 10 metres of any boundary of the curtilage of the premises which adjoins the curtilage of any dwellinghouse or flat;

(g) any part of the development would face onto a road;

(h) as a result of the works the total area of ground covered by buildings within the curtilage of the premises would exceed 50% of the total area of the curtilage;

(i) the development would lead to a reduction in

the space available for the parking or turning of vehicles;

(j) the development is within an area of special scientific interest or a site of archaeological interest;

(k) the development would consist of or include the construction or provision of a veranda, balcony or raised platform; or

(l) the development would be within the curtilage of a listed building unless listed building consent has previously been granted.

Conditions A.2 Development is permitted in Class A subject to the following conditions—

(a) the development must be within the curtilage of an existing industrial building or warehouse;

(b) any building as erected, extended or altered shall only be used—

(i) in the case of an industrial building, for the carrying out of an industrial process for the purposes of the undertaking, for research and development of products or processes, or the provision of employee facilities ancillary to the undertaking;

(ii) in the case of a warehouse, for storage or distribution for the purposes of the undertaking or the provision of employee facilities ancillary to the undertaking;

(c) no building as erected, extended or altered shall be used to provide employee facilities—

(i) between 7.00 p.m. and 6.30 a.m. for employees other than those present at the premises of the undertaking for the purposes of their employment; or

(ii) at all if a hazardous substance is present in excess of the controlled quantity specified in Part A of Schedule 2 to the Planning (Hazardous Substances) Regulations (Northern Ireland) 2015 at the premises of the undertaking;

(d) any new building erected shall be constructed using materials which have a similar external appearance to those used for the existing industrial building or warehouse; and

(e) any extension or alteration shall be constructed using materials which have a similar external appearance to those used for the building or warehouse being extended or altered.

Interpretation of Class A A.3 For the purposes of Class A—

(a) where an industrial building or warehouse is situated in an industrial estate the “boundary

of the curtilage of the premises" relates to the boundary of the curtilage of the premises of the undertaking concerned and not the boundary of the curtilage of the industrial estate as a whole;

(b) "original building" does not include any building erected at any time under Class A;

(c) where two or more original buildings are within the same curtilage and are used for the same undertaking, they are to be treated as a single original building in making any measurement;

(d) "employee facilities" means social care or recreational facilities provided for employees of the undertaking, including crèche facilities provided for the children of such employees;

(e) "raised platform" means a platform with a height greater than 0.3 metres above ground level.

Class B

Permitted development **B.** **Development carried out on industrial land for the purposes of an industrial process consisting of—**

(a) **the installation of additional or replacement plant or machinery or structures or erections of the nature of plant or machinery;**

(b) **the provision, rearrangement or replacement of a sewer, main, pipe, cable or other apparatus; or**

(c) **the provision, rearrangement or replacement of a private way, private railway, siding or conveyor.**

Development not permitted B.1 Development is not permitted in Class B if—

(a) it materially affects the external appearance of the premises of the undertaking concerned; or

(b) any plant or machinery exceeds a height of 15 metres above ground level or the height of anything replaced, whichever is the greater.

Interpretation of Class B B.2 In Class B "industrial land" means land used for the carrying out of an industrial process, including land used for the purpose of an industrial undertaking as a dock, harbour or quay, but does not include land in or adjacent to and occupied together with a mine.

Class C

Permitted development **C.** **Development consisting of—**

(a) **the provision of a hard surface within the curtilage of an industrial building or warehouse to be used for the purpose of the undertaking concerned; or**

(b) **the replacement in whole or in part of such a surface.**

Development not permitted	C.1	Development is not permitted in Class C if— (a) it would involve the removal of trees; or (b) the development would be within the curtilage of a listed building unless listed building consent has previously been granted.
Conditions	C.2	Development is permitted in Class C subject to the following conditions— (a) where there is a risk of groundwater contamination the hard surface shall not be made of porous materials; (b) in all other cases, either— (i) the hard surface shall be made of porous materials; or (ii) provision shall be made to direct run-off water from the hard surface to a permeable or porous area or surface within the curtilage of the industrial building or warehouse.
Interpretation of Part 9	D.	In Classes A and C of this Part— "industrial building" means a building used for the carrying out of an industrial process and includes a building used for the carrying out of such a process on land used as a dock, harbour or quay for the purpose of an industrial undertaking but does not include a building on land in or adjacent to and occupied together with a mine; "warehouse" means a building used for any purpose within Class B4 (Storage or Distribution) of the Schedule to the Use Classes Order but does not include a building on land in or adjacent to and occupied together with a mine.

PART 10

REPAIRS TO UNADOPTED STREETS AND PRIVATE WAYS

Class A

Permitted development	**A.**	**The carrying out on land within the boundaries of an unadopted street or private way of works required for the maintenance or improvement of the street or way.**

PART 11

REPAIRS TO SERVICES

Class A

Permitted development	**A.**	**The carrying out of any works for the purposes of inspecting, repairing or renewing any sewer, main, pipe, cable or other apparatus, including breaking open any land for that purpose.**

PART 12

DEVELOPMENT UNDER LOCAL OR PRIVATE ACTS OR ORDERS

Class A

Permitted development	**A.**	**Development authorised by—** (a) **any local or private Act of Parliament; or** (b) **by any order approved by both Houses of Parliament;** **which designates specifically the nature of the development authorised and the land upon which it may be carried out.**
Conditions	A.1	Development is not permitted by Class A if it consists of or includes— (a) the erection, construction, alteration or extension of any building, bridge, aqueduct, pier or dam; or (b) the construction, formation, laying out or alteration of a means of access to any road used by vehicular traffic; unless the prior approval of the detailed plans and specifications is first obtained from the council.

PART 13

DEVELOPMENT BY COUNCILS

Class A

Permitted development	**A.**	**The erection or construction and the maintenance, improvement or other alteration by a council of—** (a) **any small ancillary building, works or equipment on land belonging to or maintained by it required for the purposes of any function exercised by it on that land;** (b) **lamp standards, information kiosks, public shelters and seats, electric car charging points, public drinking fountains, refuse bins or baskets, and similar structures or works required in connection with the operation of any public service administered by it.**
Interpretation of Part 13	A.1	For the purposes of this Part a reference to any small building, works or equipment is a reference to any building, works or equipment not exceeding 4 metres in height or 200 cubic metres in capacity.

PART 14

DEVELOPMENT BY STATUTORY AND OTHER UNDERTAKERS

Class A **Railway undertakings**

Permitted development **A.** **Development by or on behalf of railway undertakers on their operational land required—**

(a) **in connection with the movement of traffic by rail; or**

(b) **for the installation, alteration or replacement of electronic communications apparatus for rail safety systems.**

Development not permitted

A.1 Development is not permitted by Class A if—

(a) it consists of or includes the construction of a railway;

(b) it consists of or includes the construction or erection of a hotel, railway station or bridge;

(c) it consists of or includes the construction or erection otherwise than wholly within a railway station of a residential building, an office, or a building used for manufacturing or repair work;

(d) the land is within an area of special scientific interest or a site of archaeological interest;

(e) in the case of any Class A(b) development, the installation of any apparatus (other than on a building or other structure), excluding any antenna, would exceed 15 metres in height above ground level;

(f) in the case of any Class A(b) development, the replacement or alteration of any apparatus (other than on a building or structure), excluding any antenna, would when altered or replaced exceed 15 metres in height above ground level or the height of any apparatus it replaces, whichever is the greater;

(g) in the case of any Class A(b) development it would consist of the installation of a mast on a building or other structure and would—

(i) exceed 15 metres in height above ground level; or

(ii) be within 20 metres of the boundary of a road;

(h) in the case of the installation, replacement or alteration of any apparatus under Class A(b) other than—

(i) a mast;

(ii) an antenna;

(iii) a public call box;

(iv) any apparatus which does not project above the surface of the ground; or

(v) equipment housing;

the ground or base area of the structure would exceed 1.5 square metres; or

(i) in the case of any Class A(b) development it would consist of the installation, alteration or replacement of ground based equipment housing exceeding 90 cubic metres or, if located on a roof of a building, it would exceed 30 cubic metres.

Conditions A.2 (1) Class A(b) development consisting of the installation, alteration or replacement of one or more antennas is permitted subject to the condition that the developer shall—

(a) except in a case of emergency give appropriate notice in writing to the council no fewer than 28 days before development is begun of the developer's intention to carry out such development; or

(b) in a case of emergency give appropriate notice of such development as soon as possible after the emergency begins.

(2) The notice referred to in sub-paragraphs 1(a) and (b) shall be accompanied by a declaration that the proposed equipment and installation is designed to be in full compliance with the requirements of the radio frequency public exposure guidelines of the International Commission on Non-ionising Radiation Protection, as expressed in EU Council recommendation of 12 July 1999 on the limitation of exposure of the general public to electromagnetic fields (1999/519/EC) (0Hz to 300 GHz).

Interpretation of Class A A.3 For the purposes of Class A—

references to the construction or erection of any building or erection of any building or structure includes references to the reconstruction or alteration of a building or structure where its design or external appearance would be materially affected;

"appropriate notice" means a notice signed and dated by or on behalf of the developer and containing—

(i) the name of the developer;

(ii) the address or location of the proposed development; and

(iii) a description of the proposed development (including its siting and appearance and the height of any mast);

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"electronic communications code" has the meaning assigned to it by section 106(1) of the Communications Act 2003(**a**);

"ground level" means the level of the surface of the ground immediately adjacent to the supporting structure or, where the level of the surface of the ground is not uniform, the level of the highest part of the surface of the ground adjacent to it;

"mast" means a structure erected by or on behalf of the developer for the support or housing of one or more antennas including a mast, pole, tower or other structure.

Class B		**Dock, pier, harbour or water transport undertakings**
Permitted development	**B.**	**Development on operational land by statutory undertakers or their lessees in respect of dock, pier, harbour or water transport undertakings, required—**
		(a) **for the purposes of shipping;**
		(b) **in connection with the embarking, disembarking, loading, discharging or transport of passengers, livestock or goods at a dock, pier, harbour, or the movement of traffic by any railway forming part of the undertaking;**
		(c) **for the installation, alteration or replacement (other than on a building) of a closed circuit television camera, including its supporting structure, for the purposes of security; or**
		(d) **the erection, alteration or replacement of a fence for the purposes of security.**
Development not permitted	B.1	Development is not permitted by Class B if—
		(a) it consists of or includes the construction or erection of a bridge or other building not required in connection with the handling of traffic;
		(b) the land is within a site of archaeological interest;
		(c) the installation, alteration or replacement of a closed circuit television camera is to be carried out in a conservation area unless it involves the installation, alteration or replacement of a camera on an existing structure;
		(d) the dimensions of the camera including its housing exceed 75 centimetres by 25 centimetres by 25 centimetres;
		(e) any part of the camera would, when installed,

(**a**) 2003 c.21

altered or replaced, be less than 250 centimetres above ground level;

(f) the development would result in the presence of more than four cameras on the structure;

(g) any part of a fence erected, altered or replaced would exceed 2.9 metres in height;

(h) any part of a fence erected, altered or replaced would be adjacent to the curtilage of any dwellinghouse or flat; or

(i) in the case of any Class B(c) or Class B(d) development the development is within an area of special scientific interest.

Interpretation of Class B B.2 For the purposes of Class B—

references to the construction or erection of any building or structure includes references to the reconstruction or alteration of a building or structure where its design or external appearance would be materially affected;

"camera" except in paragraph B.1(d) includes its housing, pan and tilt mechanism, infra red illuminator, receiver, mountings and brackets;

"ground level" means the level of the surface of the ground immediately adjacent to the supporting structure or, where the level of the surface of the ground is not uniform, the level of the highest part of the surface of the ground adjacent to it;

"structure" and "supporting structure" means any pole, mast or tower including a street lighting column.

Class C **Electricity undertakings**

Permitted development **C.** **Development by electricity undertakers for the generation, transmission, distribution and supply of electricity for the purposes of the undertaking consisting of—**

(a) **the laying underground of pipes, cables or any other apparatus, and the construction of shafts and tunnels reasonably necessary in connection with such pipes, cables or apparatus;**

(b) **the installation in an electric line of—**

(i) feeder or service pillars; or

(ii) sub-stations enclosed in a chamber not exceeding 40 cubic metres in capacity; or

(iii) sub-stations enclosed in an underground chamber;

(c) **the installation of service lines for individual consumers from an electric line;**

(d) **the addition or replacement of a single fibre optic telecommunications cable to an existing overhead line;**

(e) **the sinking of boreholes to ascertain the nature of the subsoil and the installation of any plant or machinery reasonably necessary in connection with such boreholes;**

(f) **the extension or alteration of buildings on operational land;**

(g) **the erection on operational land of the undertaking of a building solely for the protection of plant and machinery;**

(h) **any other development carried out in, on, over or under the operational land of the undertaking.**

Development not permitted

C.1 Development is not permitted by Class C if—

(a) in the case of any Class C(b) development involving the installation of a chamber for housing apparatus exceeding 40 cubic metres in capacity, that installation is carried out at or above ground level, or under a road used by vehicular traffic;

(b) in the case of Class C(c) development, the length of line exceeds 400 metres;

(c) in the case of any Class C(f) development—

(i) the height of the original building is exceeded;

(ii) the cubic content of the original building is exceeded by more than 20%;

(iii) the floor space of the original building is exceeded by more than 750 square metres;

(iv) it materially affects the external appearance of the buildings concerned;

(v) the development is in a conservation area, an area of outstanding natural beauty or a National Park;

(d) in the case of any Class C(g) development, the building exceeds 15 metres in height;

(e) in the case of any Class C(h) development it consists of or includes—

(i) the erection of a building, or the reconstruction or alteration of a building where its design or external appearance would be materially affected; or

(ii) the installation or erection by way of addition or replacement of any plant or machinery exceeding 18 metres in height or the height of any plant or machinery replaced, whichever is the greater; or

(f) the land is within a site of archaeological interest.

Conditions	C.2	Development is permitted by Class C subject to the following conditions— (a) in the case of any Class C(e) development, on completion of that development, or at the end of a period of 6 months from the beginning of that development (whichever is the sooner) any such plant or machinery shall be removed and the land shall be restored as soon and so far as practicable to its condition before the development took place; (b) in the case of any Class C(g) development, approval from the council of details of the design and external appearance of the building shall be obtained before development is begun.
Class D **Permitted development**	**D.**	**Gas undertakings** **Development by a gas undertaker required for the purposes of its undertaking consisting of—** (a) **the laying underground of mains, pipes or other apparatus;** (b) **the installation in a gas distribution system of apparatus for measuring, recording, controlling, or varying the pressure, flow or volume of gas, and structures for housing such apparatus;** (c) **any other development carried out in, on, over, or under the operational land of the gas undertaking.**
Development not permitted	D.1	Development is not permitted by Class D if— (a) in the case of Class D(b) development involving the installation of a structure for housing apparatus exceeding 29 cubic metres in capacity, that installation is carried out at or above ground level, or under any road used by vehicular traffic; (b) in the case of Class D(c) development— (i) it consists of or includes the erection of a building, or the reconstruction or alteration of a building where its design or external appearance is materially affected; (ii) it involves the installation of any plant or machinery or structures or erections of the nature of plant or machinery, exceeding 15 metres in height, or capable without addition of being extended to a height exceeding 15 metres; or (iii) it consists of or includes the replacement of any plant or machinery, by plant or machinery exceeding 15 metres in height or exceeding the height of the plant or

machinery replaced, whichever is the greater;

(c) the land is within a site of archaeological interest.

Conditions	D.2	Development is permitted by Class D(c) subject to the condition that approval from the council of details of the design and external appearance of any building shall be obtained before the development is begun.
Interpretation of Class D	D.3	For the purposes of Class D— "gas undertaker" means a holder of a licence under Article 8 of the Gas (Northern Ireland) Order 1996(**a**).

Class E		**Road passenger transport undertakings**
Permitted development	**E.**	**Development required for the purposes of the undertaking consisting of—** (a) **the installation of telephone cables and apparatus, huts, stop posts and signs required in connection with the operation of public service vehicles;** (b) **the erection or construction and the maintenance, improvement or other alteration of passenger shelters and barriers for the control of people waiting to enter public service vehicles;** (c) **any other development on operational land of the undertaking.**
Development not permitted	E.1	Development is not permitted by Class E(c) if it consists of— (a) the erection of a building or the reconstruction or alteration of a building where the design or external appearance would be materially altered; (b) the installation or erection by way of addition or replacement of any plant or machinery which exceeds 15 metres in height or the height of any plant or machinery it replaces, whichever is the greater; or (c) the land is within a site of archaeological interest.

Class F		**Lighthouse undertakings**
Permitted development	**F.**	**Development required for the purposes of the functions of a general or local lighthouse authority under the Merchant Shipping Act 1995(b) and any other statutory provision made with respect to a local lighthouse authority, or in the exercise by a local lighthouse authority of rights, powers or duties acquired by usage prior to that Act.**

(**a**) S.I. 1996/275 (N.I.2) as amended by S.R. 2011 No.155 and S.R. 2013 No.92
(**b**) 1995 c.21

Development not permitted	F.1	Development is not permitted by Class F if— (a) it consists of or includes the erection of offices, or the reconstruction or alteration of offices where their design or external appearance would be materially affected; or (b) the land is within a site of archaeological interest.
Class G **Permitted development**	**G.**	**Universal Service Provider** **Development required for the purposes of the universal service provider in connection with the provision of a universal postal service (within the meaning of the Postal Services Act 2000(a)) consisting of—** (a) **the installation of posting boxes or self service machines;** (b) **the installation of universal postal service pouch-boxes; or** (c) **any other development carried out in, on, over or under the operational land of the undertaking.**
Development not permitted	G.1	Development is not permitted by Class G if— (a) it consists of or includes the erection of a building, or the reconstruction or alteration of a building where its design or external appearance is materially affected; (b) it consists of or includes the installation or erection by way of addition or replacement of any plant or machinery which exceeds 15 metres in height or the height of any existing plant or machinery, whichever is the greater; (c) the land is within an area of special scientific interest or a site of archaeological interest; or (d) in the case of any Class G(b) development the universal postal service pouch-box is situated within a conservation area.
Conditions	G.2	Development is permitted by Class G(b) subject to the condition that the universal postal service pouch-box is sited to minimise its effect on pedestrian flow and visual amenity.
Interpretation of Class G	G.3	For the purposes of Class G— "universal postal service pouch-box" has the meaning assigned to it by paragraph 10 of Schedule 6 to the Postal Services Act 2000; "universal service provider" has the meaning assigned to it by section 65 of the Postal Services Act 2011(**b**).

(**a**) 2000 c.26
(**b**) 2011 c.5

Class H		**Water and sewerage undertakings**
Permitted development	**H.**	**Development by water or sewerage undertakers consisting of—**
		(a) **development not above ground level required in connection with the provision, improvement, maintenance or repair of a sewer, outfall pipe, sludge main or associated apparatus;**
		(b) **development not above ground level required in connection with the supply and distribution of water or for conserving, redistributing or augmenting water resources, or for the conveyance of water treatment sludge;**
		(c) **development in, on or under any watercourse and required in connection with the improvement or maintenance of that watercourse;**
		(d) **the provision of a building, plant, machinery or apparatus in, on, over or under land for the purpose of survey or investigation;**
		(e) **for maintenance, improvement or repair of works for measuring the flow in any watercourse or channel;**
		(f) **the installation in a water distribution system of a booster station, valve house, control kiosk, meter or switch-gear house;**
		(g) **any works authorised under Article 141 (works under drought orders) or Articles 219 and 220 (pipe laying) of the Water and Sewerage Services (Northern Ireland) Order 2006(a);**
		(h) **any other development in, on, over or under operational land, other than the provision of a building but including the extension or alteration of a building;**
		(i) **the strapping of pipelines to bridges; or**
		(j) **the erection, alteration or replacement in, on, over or under operational land of a building for the housing of equipment.**
Development not permitted	H.1	Development is not permitted by Class H if—
		(a) in the case of any Class H(b) development, it would include the construction of a reservoir;
		(b) in the case of any Class H(f) development involving the installation of a station or house exceeding 29 cubic metres in capacity, that installation is carried out at or above ground level or under a highway used by vehicular traffic;

(**a**) S.I. 2006/3336 (N.I.21)

(c) in the case of any Class H(h) development, it would consist of or include the extension or alteration of a building so that—

(i) its design or external appearance would be materially affected;

(ii) the height of the original building would be exceeded, or the cubic content of the original building would be exceeded by more than 25%; or

(iii) the floor space of the original building would be exceeded by more than 1000 square metres;

(d) in the case of any Class H(h) development, it would consist of the installation or erection of any plant or machinery exceeding 15 metres in height or the height of anything it replaces, whichever is the greater;

(e) the land is within a site of archaeological interest; or

(f) in the case of any Class H (j) development—

(i) the total floor space of any new building erected exceeds 30 square metres;

(ii) any part of the development would be within 5 metres of the boundary of the curtilage of a dwellinghouse or flat;

(iii) any part of the development would face onto a road;

(iv) the development would lead to a reduction in the space available for the turning or manoeuvring of vehicles;

(v) any part of the development would exceed 4 metres in height;

(vi) any part of the development is within an area of special scientific interest; or

(vii) the development would be within the curtilage of a listed building unless listed building consent for the development has previously been granted.

Condition H.2 Development is permitted by Class H(d) subject to the condition that, on completion of the survey or investigation, or at the expiration of six months from the commencement of the development, whichever is the sooner, all such operations shall cease and all such buildings, plant, machinery and apparatus shall be removed and the land restored as soon as reasonably practicable to its former condition or to any other condition which may be agreed between the council and the developer.

Interpretation of Class H H.3 For the purposes of Class H—

"associated apparatus" in relation to any sewer, main or pipe, means pumps, machinery or apparatus associated with the relevant sewer, main

or pipe;

"sludge main" means a pipe or system of pipes (together with any pumps or other machinery or apparatus associated with it) for the conveyance of the residue of water or sewage treated in a water or sewage treatment works as the case may be, including final effluent or the products of the dewatering or incineration of such residue, or partly for any of those purposes and partly for the conveyance of trade effluent or its residue.

PART 15

AVIATION DEVELOPMENT

Class A		**Development at an airport**
Permitted development	**A.**	**The carrying out on operational land by an airport operator or its agent of development (including the erection or alteration of an operational building) in connection with the provision of services and facilities at an airport.**
Development not permitted	A.1	Development is not permitted by Class A if it consists of or includes— (a) the construction or extension of a runway; (b) the construction of a passenger terminal; (c) the extension or alteration of a passenger terminal, where the floor space of the building as existing on 1st August 1993 or, if built after that date, of the building as built, is exceeded by more than 15%; (d) the erection of a building other than an operational building; (e) the alteration or reconstruction of a building other than an operational building, where its design or external appearance is materially affected; or (f) development within a conservation area, an area of outstanding natural beauty, a National Park or a site of archaeological interest.
Condition	A.2	Development is permitted by Class A subject to the condition that the airport operator consults the council before carrying out any development unless the development— (a) is urgently required for the efficient running of the airport; and (b) consists of the carrying out of works, or the erection or construction of a structure or of an ancillary building, or the placing on land of equipment, and the works, structure, building or equipment do not exceed 4 metres in height or 200 cubic metres in capacity.

Interpretation of Class A	A.3	For the purposes of Class A— (a) floor space shall be calculated by external measurement and without taking account of the floor space in any pier or satellite; (b) "operational building" means a building, other than a hotel, required in connection with the movement or maintenance of aircraft, or with the embarking, disembarking, loading, discharge or transport of passengers, livestock or goods at an airport.
Class B		**Air traffic services development at an airport**
Permitted development	**B.**	**The carrying out on operational land within the perimeter of an airport by an airport operator or its agent of development in connection with the provision of air traffic services.**
Class C		**Air traffic services development near an airport**
Permitted development	**C.**	**The carrying out on operational land outside but within 8 kilometres of the perimeter of an airport, by an airport operator or its agent, of development in connection with the provision of air traffic services.**
Development not permitted	C.1	Development is not permitted by Class C if— (a) any building erected is used for a purpose other than housing equipment used in connection with the provision of air traffic services; (b) any building erected exceeds a height of 4 metres; (c) it consists of the installation or erection of any radar or radio mast or antenna or other apparatus which exceeds 15 metres in height, or, where an existing mast, antenna or apparatus is replaced, the height of that mast, antenna or apparatus if greater; (d) the development is within a conservation area, an area of outstanding natural beauty, a National Park or a site of archaeological interest.
Class D		**Use of airport buildings managed by an airport operator**
Permitted development	**D.**	**The use of buildings within the perimeter of an airport managed by an airport operator for purposes connected with air transport services or other flying activities at that airport.**

Class E		**Development by an air traffic services licence holder within an airport**
Permitted development	**E.**	**The carrying out by an air traffic services licence holder or its agents, within the perimeter of an airport, of development in connection with the provision of air traffic services.**
Class F		**Development by an air traffic services licence holder on operational land**
Permitted development	**F.**	**The carrying out on operational land of an air traffic services licence holder by that licence holder or its agents of development in connection with the provision of air traffic services.**
Development not permitted	F.1	Development is not permitted by Class F if— (a) any building erected is used for a purpose other than housing equipment used in connection with the provision of air traffic services; (b) any building erected exceeds a height of 4 metres; (c) it consists of the installation or erection of any radar or radio mast, antenna or other apparatus which exceeds 15 metres in height, or, where an existing mast, antenna or apparatus is replaced, the height of that mast, antenna or apparatus if greater; (d) the development is within a conservation area, an area of outstanding natural beauty, a National Park or a site of archaeological interest.
Class G		**Development by an air traffic services licence holder in an emergency**
Permitted development	**G.**	**The use of land by or on behalf of an air traffic services licence holder in an emergency to station moveable apparatus replacing unserviceable apparatus.**
Condition	G.1	Development is permitted by Class G subject to the condition that on or before the expiry of a period of 6 months beginning with the date on which the use began, the use shall cease, and any apparatus shall be removed, and the land shall be restored so far as practicable to its condition before the development took place.
Class H		**Development by an air traffic services licence holder involving moveable structures etc.**
Permitted development	**H.**	**The use of land by or on behalf of an air traffic services licence holder to provide services and facilities in connection with the provision of air traffic services and the erection or placing of moveable structures on land for the purposes of that use.**
Development not permitted	H.1	Development is not permitted by Class H if the land is within a site of archaeological interest.

Condition	H.2	Development is permitted by Class H subject to the condition that on or before the expiry of a period of 6 months beginning with the date on which the use began, the use shall cease, and any structure shall be removed, and the land shall be restored to its condition before the development took place.
Class I		**Development by the Civil Aviation Authority for surveys etc.**
Permitted development	**I.**	**The use of land by or on behalf of the Civil Aviation Authority for the stationing and operation of apparatus in connection with the carrying out of surveys or investigations.**
Condition	I.1	Development is permitted by Class I subject to the condition that on or before the expiry of a period of 6 months beginning with the date on which the use began, the use shall cease, and any apparatus shall be removed, and the land shall be restored to its condition before the development took place.
Interpretation of Part 15	J.	For the purposes of Part 15— "air traffic services" has the same meaning as in section 98 of the Transport Act 2000(**a**); "air traffic services licence holder" means a person who holds a licence under Chapter 1 of Part 1 of the Transport Act 2000; "airport operator" has the same meaning as in Part 1 of the Airports (Northern Ireland) Order 1994(**b**).

PART 16

MINERAL EXPLORATION

Class A		
Permitted development	**A.**	**Development on any land during a period not exceeding 4 months consisting of—** (a) **the drilling of boreholes;** (b) **the carrying out of seismic surveys; or** (c) **the making of other excavations;** **for the purpose of mineral exploration, and the provision or assembly on that land or adjoining land of any structure required in connection with any of those operations.**
Development not permitted	A.1	Development is not permitted by Class A if— (a) the developer has not previously notified the council in writing giving details of the location of the proposed development, target minerals, details of plant and operations and anticipated timescale; (b) any operation is within an area of special

(**a**) 2000 c.38
(**b**) S.I. 1994/426 (N.I.1)

scientific interest or site of archaeological interest;

(c) any explosive charge of more than 1 kilogram is used;

(d) any structure assembled or provided would exceed 3 metres in height where such structure would be within 3 kilometres of an airport.

Conditions A.2 Development is permitted by Class A subject to the following conditions—

(a) the development shall be carried out in accordance with the details contained in the developer's written notification to the council referred to in paragraph A.1(a), unless the council otherwise agrees in writing;

(b) no trees on the land shall be removed, felled, lopped or topped and no other thing shall be done on the land likely to harm or damage any trees, unless the council so agrees in writing;

(c) before any excavation (other than a borehole) is made, any topsoil and any subsoil shall be separately removed from the land to be excavated and stored separately from other excavated material and from each other;

(d) within a period of 28 days from the cessation of operations unless the council, in a particular case, agrees otherwise in writing—

(i) any borehole shall be adequately sealed;

(ii) any excavation shall be filled from material from the site;

(iii) any structure permitted by Class A and any waste material arising from development permitted by Class A shall be removed from the land;

(iv) the surface of the land on which any operations have been carried out shall be levelled and any topsoil replaced as the uppermost layer; and

(v) the land shall, so far as is practicable, be restored to its condition before the development took place.

Interpretation of Part 16 A.3 For the purposes of Part 16—

"mineral exploration" means ascertaining the presence, extent or quality of any deposit of a mineral with a view to exploiting that mineral;

"structure" means a building, plant or machinery or other structure.

PART 17

DEVELOPMENT ANCILLARY TO MINING OPERATIONS

Class A

Permitted development	**A.**	**The carrying out of operations for the erection, extension, installation, rearrangement, replacement, repair or other alteration of any—** (a) **plant or machinery;** (b) **buildings;** (c) **private ways or private railways or sidings; or** (d) **sewers, mains, pipes, cables or other similar apparatus;** **on land used as a mine.**
Development not permitted	A.1	Development is not permitted by Class A if— (a) the principal purpose of the development would be any purpose other than— (i) purposes in connection with the winning and working of minerals at that mine or of minerals brought to the surface at that mine; or (ii) the treatment, storage or removal from the mine of such minerals or waste materials derived from them; (b) the external appearance of the mine would be materially affected; (c) the height of any building, plant or machinery which is not in an excavation would exceed— (i) 15 metres above ground level; or (ii) the height of the building, plant or machinery being rearranged, replaced, repaired or otherwise altered; whichever is the greater; (d) the height of any building, plant or machinery which is in an excavation would exceed— (i) 15 metres above the excavated ground level; or (ii) 15 metres above the lowest point of the unexcavated ground immediately adjacent to the excavation; or (iii) the height of the building, plant or machinery being rearranged, replaced, repaired or otherwise altered; whichever is the greater; (e) the floor space of any building erected (other than a replacement building) would exceed 1000 square metres; (f) in the case of extension, rearrangement, replacement, repair or other alteration the

floor space of the original building would be exceeded by more than—

(i) 25%; or

(ii) 1000 square metres;

whichever is the greater;

(g) in the case of Class A(a) development any part of the development would be within 250 metres of a sensitive receptor;

(h) the development is within an area of special scientific interest, a site of archaeological interest or a conservation area.

Conditions A.2 Development is permitted by Class A subject to the condition that before the end of the period of 24 months from the date when mining operations ceased, or any longer period which the council agrees in writing—

(a) all buildings, plant and machinery permitted by Class A shall be removed from the land unless the council has otherwise agreed in writing; and

(b) the land shall be restored, so far as practicable, to its condition before the development took place, or restored to such a condition as may have been agreed in writing between the council and the developer.

Interpretation of Class A A.3 For the purposes of Class A "sensitive receptor" means a building, or part of a building, used for any purposes within Classes C1, C2, C3 or D1 of the Schedule to the Use Classes Order.

Class B

Permitted development B. Development required for the maintenance or safety of a mine or a disused mine or for the purposes of ensuring the safety of the surface of the land at or adjacent to a mine or disused mine.

Development not permitted B.1 Development is not permitted by Class B if—

(a) the external appearance of the mine or disused mine at or adjacent to which the development is to be carried out would be materially affected;

(b) the height of any building, plant, machinery, structure or erection would exceed—

(i) 15 metres above ground level; or

(ii) the height of the building, plant, machinery, structure or erection being rearranged, replaced, repaired or otherwise altered;

whichever is the greater;

(c) in the case of extension, rearrangement, replacement, repair or other alteration the floor space of the original building would be exceeded by more than—

(i) 25%; or

(ii) 1000 square metres;

whichever is the lesser;

(d) the development is within an area of special scientific interest, a site of archaeological interest or a conservation area.

PART 18

DEVELOPMENT BY ELECTRONIC COMMUNICATIONS CODE OPERATORS

Class A

Permitted development

A. Development by or on behalf of an electronic communications code operator for the purpose of the operator's electronic communications network in, on, over or under land controlled by that operator or in accordance with the electronic communications code, consisting of—

(a) **the installation, alteration or replacement of electronic communications apparatus consisting of a mast or an antenna and any associated hard standing or supporting structure;**

(b) **the installation, alteration or replacement of any other electronic communications apparatus;**

(c) **the use of land in an emergency for a period not exceeding six months to station and operate moveable electronic communications apparatus, required for the replacement of unserviceable electronic communications apparatus, including the provision of moveable structures on the land for the purposes of that use; or**

(d) **development ancillary to equipment housing.**

Development not permitted

A.1 Development is not permitted by Class A if—

(a) it is to be carried out in a conservation area, an area of outstanding natural beauty, an area of special scientific interest, a World Heritage Site, a National Park or on a listed building—

(i) unless it involves the installation, alteration or replacement of any underground apparatus;

(ii) unless it involves the installation of new overhead lines supported by existing poles;

(iii) unless it involves the alteration or replacement of an existing mast or the installation, alteration or replacement of apparatus on an existing mast; or

(iv) unless it is an emergency;

(b) the land is within a site of archaeological

interest unless it involves the installation of new overhead lines supported by existing poles;

(c) it involves the installation of a mast which is not a replacement of an existing mast;

(d) in the case of Class A(a) development it involves the installation, alteration or replacement of an antenna on a building;

(e) the installation, alteration or replacement of an antenna on a mast would exceed 10% of the existing mast's original permitted height;

(f) any replacement, alteration or extension of an existing mast would exceed 10% of the existing mast's original permitted height;

(g) in the case of the installation, alteration or replacement of equipment housing—

(i) the development is not ancillary to the use of any other electronic communications apparatus; or

(ii) the development would exceed 90 cubic metres or, if located on a roof of a building, the development would exceed 30 cubic metres; or

(h) in the case of the installation, alteration or replacement of any apparatus other than—

(i) a mast;

(ii) an antenna;

(iii) a public call box;

(iv) any apparatus which does not project above the surface of the ground; or

(v) equipment housing;

the ground or base area of the structure would exceed the ground or base area of the existing structure or 1.5 square metres, whichever is the greater.

A.2 (1) Subject to paragraph (2), development is not permitted by Class A(a) if it will result in the installation of more than one item of apparatus ("the original apparatus") on a site in addition to any item of apparatus already on that site on the relevant day.

(2) In addition to the original apparatus which may be installed on a site by virtue of Class A(a) for every four items of apparatus which existed on that site on the relevant day, one additional item of small apparatus may be installed.

(3) In paragraph (2), "small apparatus" means—

(a) a dish antenna not exceeding 5 metres in diameter and 7 metres in height;

(b) an antenna, other than a dish antenna, not exceeding 7 metres in height;

(c) a hard standing or other base for any

apparatus described in sub-paragraphs (a) and (b), not exceeding 7 metres in diameter.

Conditions

A.3 (1) Class A(a), A(b) and A(d) development is permitted subject to the condition that any apparatus constructed, installed, altered or replaced on a building in accordance with that permission shall, so far as is practicable, be sited so as to minimise its effect on the external appearance of the building.

(2) Class A(a) development consisting of the replacement of an existing mast is permitted subject to the condition that the mast shall be installed as close as reasonably practicable to the mast which it is replacing.

(3) Class A(a) and A(b) development consisting of the installation of any additional apparatus in a conservation area, an area of outstanding natural beauty, a World Heritage Site, a National Park or within the curtilage of a listed building is permitted subject to the condition that the apparatus shall be installed as close as reasonably practicable to any existing apparatus.

(4) Class A development is permitted subject to the condition that any apparatus or structure provided in accordance with that permission shall be removed from the land, building or structure on which it is situated as soon as reasonably practicable after it is no longer required for electronic communication purposes.

(5) Class A(c) development is permitted subject to the condition that any apparatus or structure provided in accordance with that permission shall be removed from the land at the expiry of the relevant period and the land restored to its condition before the development took place.

A.4 (1) In the case of Class A(a) and A.2 development the developer shall, before commencing development consisting of the installation, alteration or replacement of a mast or antenna, give notice of the proposed development to any other person (other than the developer) who is an owner or occupier of the land to which the development relates—

(a) by serving the appropriate notice to every such person whose name and address is known to the developer; or

(b) where the developer has taken reasonable steps to ascertain the names and addresses of every such person, but has been unable to do so, by local advertisement.

A.5 (1) Class A(a), A(c) and A.2 development consisting of the installation, alteration or replacement of one or more antennas is permitted subject to the condition that the developer shall—

(a) except in a case of emergency give appropriate notice in writing to the council no

fewer than 28 days before development is begun of the developer's intention to carry out such development; or

(b) in a case of emergency give appropriate notice of such development as soon as possible after the emergency begins.

(2) The notice referred to in sub-paragraphs 1(a) and (b) shall be accompanied by a declaration that the proposed equipment and installation is designed to be in full compliance with the requirements of the radio frequency public exposure guidelines of the International Commission on Non-ionising Radiation Protection, as expressed in EU Council recommendation of 12 July 1999 on the limitation of exposure of the general public to electromagnetic fields (1999/519/EC) (0Hz to 300 GHz).

Interpretation of Part 18 A.6 For the purposes of Part 18—

"appropriate notice" means a notice signed and dated by or on behalf of the developer and containing—

(i) the name of the developer;

(ii) the address or location of the proposed development; and

(iii) a description of the proposed development (including its siting and appearance and the height of any mast);

"development ancillary to equipment housing" means the construction, installation, alteration or replacement of structures, equipment or means of access which are ancillary to and reasonably required for the purposes of equipment housing;

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"electronic communications code" has the meaning assigned to it by section 106(1) of the Communications Act 2003(**a**);

"local advertisement" means by publication of the notice in a newspaper circulating in the locality in which the land to which the proposed development is situated;

"mast" means a structure erected by or on behalf of the developer for the support or housing of one or more antennas including a radio mast, radio tower, pole or other structure;

"relevant day" means—

(i) 30th April 2013; or

(ii) where existing apparatus is installed pursuant to a planning permission granted on application, the date when

(**a**) 2003 c.21

that apparatus is installed pursuant to that permission;

whichever is later;

"relevant period" means a period which expires—

(i) 6 months from the commencement of the construction, installation, alteration or replacement of any apparatus permitted by Class A(a), A(b) or Class A(d) or from the commencement of the use permitted by Class A(c), as the case may be; or

(ii) when the need for such apparatus, structure or use ceases, whichever occurs first.

PART 19

OTHER TELECOMMUNICATIONS DEVELOPMENT

Class A

Permitted development **A.** **The installation, alteration or replacement on any building or other structure of a height of 15 metres or more of a microwave antenna and any structure intended for the support of a microwave antenna.**

Development not permitted A.1 Development is not permitted by Class A if—

(a) the building is a dwellinghouse or the building or other structure is within the curtilage of a dwellinghouse;

(b) it would consist of development of a kind described in paragraph A of Part 18;

(c) it would result in the presence on the building or structure of more than four antennas;

(d) in the case of an antenna installed on a chimney, the length of the antenna would exceed 60 centimetres;

(e) in all other cases, the length of the antenna would exceed 130 centimetres;

(f) it would consist of the installation of an antenna with a cubic capacity in excess of 35 litres;

(g) the highest part of the antenna or its supporting structure would be more than 3 metres higher than the highest part of the building or structure on which it is installed or is to be installed;

(h) in the case of a building or structure situated within a designated area it would consist of the installation of an antenna on a chimney, wall or roof slope which faces onto and is visible from a road.

Conditions A.2 Development is permitted by Class A subject to the following conditions—

(a) an antenna shall, so far as is practicable, be

sited so as to minimise its effect on the external appearance of the building or structure on which it is to be installed;

(b) an antenna no longer needed for reception or transmission purposes shall be removed from the building or structure as soon as is reasonably practicable;

(c) the length of an antenna is to be measured in any linear direction, and shall exclude any projecting feed element, reinforcing rim, mounting or brackets.

Class B

Permitted development **B.** **The installation, alteration or replacement on any building or other structure of a height of less than 15 metres of a microwave antenna.**

Development not permitted

B.1 Development is not permitted by Class B if—

(a) the building is a dwellinghouse or the building or other structure is within the curtilage of a dwellinghouse;

(b) it would consist of development of a kind described in paragraph A of Part 18;

(c) it would result in the presence on the building or structure of—

(i) more than two antennas;

(ii) a single antenna exceeding 100 centimetres in length;

(iii) two antennas which do not meet the relevant size criteria;

(iv) an antenna installed on a chimney, where the length of the antenna would exceed 60 centimetres;

(v) an antenna installed on a chimney, where the antenna would protrude over the chimney;

(vi) an antenna with a cubic capacity in excess of 35 litres;

(d) in the case of an antenna to be installed on a roof without a chimney, the highest part of the antenna would be higher than the highest part of the roof;

(e) in the case of an antenna to be installed on a roof with a chimney, the highest part of the antenna would be higher than the highest part of the chimney stack, or 60 centimetres measured from the highest part of the ridge tiles of the roof, whichever is the lower;

(f) in the case of a building or structure situated in a designated area, it would consist of the installation of an antenna on a chimney, wall or roof slope which faces onto and is visible from a road.

Conditions

B.2 Development is permitted by Class B subject to the

following conditions—

(a) an antenna shall, so far as practicable, be sited so as to minimise its effect on the external appearance of the building or structure on which it is to be installed;

(b) an antenna no longer needed for reception or transmission purposes shall be removed from the building or structure as soon as reasonably practicable.

B.3 The relevant size criteria for the purposes of paragraph B.1(c)(iii) are that—

(a) only one of the antennas may exceed 60 centimetres in length; and

(b) any antenna which exceeds 60 centimetres in length must not exceed 100 centimetres in length.

B.4 The length of an antenna is to be measured in any linear direction and shall exclude any projecting feed element, reinforcing rim, mounting or brackets.

PART 20

DEVELOPMENT AT AMUSEMENT PARKS

Class A

Permitted development

A. Development on land used as an amusement park consisting of—

(a) **the erection of booths or stalls or the installation of plant or machinery to be used for or in connection with the entertainment of the public within the amusement park; or**

(b) **the extension, alteration or replacement of any existing booths or stalls, plant or machinery so used.**

Development not permitted

A.1 Development is not permitted by Class A if—

(a) in the case of any plant or machinery installed, extended, altered or replaced pursuant to this permission, that plant or machinery exceeds a height of 15 metres or the height of the highest existing structure (whichever is the lesser);

(b) the land is within 3 kilometres of the perimeter of an airport;

(c) in the case of an extension to an existing building or structure, that building or structure as a result of the extension exceeds 5 metres above ground level or the height of the roof of the existing building or structure, whichever is the greater; or

(d) in any other case, the height of the building or structure erected, extended, altered or replaced would exceed 5 metres above ground level.

Interpretation of Part 20	A.2	For the purposes of Part 20—

"amusement park" means an enclosed area of open land, or any part of a seaside pier, which is principally used (other than by way of a temporary use) as a funfair or otherwise for the purpose of providing public entertainment by means of mechanical amusements and side-shows; but, where part only of an enclosed area is commonly so used as a funfair or for such public entertainment, only the part so used shall be regarded as an amusement park;

"booths or stalls" includes buildings or structures similar to booths or stalls.

PART 21

DEVELOPMENT REQUIRED UNDER THE ROADS (NORTHERN IRELAND) ORDER 1993

Class A

Permitted development	**A.**	**Development required by a notice served under the following provisions of the Roads (Northern Ireland) Order 1993(a)—**

(a) **Article 49 and Schedule 4; and**

(b) **Article 86(1).**

PART 22

CLOSED CIRCUIT TELEVISION CAMERAS

Class A

Permitted development	**A.**	**The installation, alteration or replacement on a building of a closed circuit television camera to be used for security purposes.**
Development not permitted	A.1	Development is not permitted by Class A if—

(a) the building on which the camera would be installed, altered or replaced is a listed building, in a conservation area, or on a site of archaeological interest;

(b) the dimensions of the camera, including its housing exceed 75 centimetres by 25 centimetres by 25 centimetres;

(c) any part of the camera would, when installed, altered or replaced, be less than 250 centimetres above ground level;

(d) any part of the camera would, when installed, altered or replaced, protrude from the surface of the building by more than 1 metre when measured from the surface of the building;

(e) any part of the camera would, when installed, altered or replaced, be in contact with the

(**a**) S.I. 1993/3160 (N.I.15)

surface of the building at a point which is more than 1 metre from any other point of contact;

(f) any part of the camera would be less than 10 metres from any part of another camera installed on a building;

(g) the development would result in the presence of more than four cameras on the same side of the building; or

(h) the development would result in the presence of more than 16 cameras on the building.

Conditions A.2 Development is permitted by Class A subject to the following conditions—

(a) the camera shall, so far as practicable, be sited so as to minimise its effect on the external appearance of the building on which it is situated;

(b) the camera shall be removed as soon as reasonably practicable after it is no longer required for security purposes.

Interpretation of Part 22 A.3 For the purposes of Part 22—

"camera" except in paragraph A.1(b), includes its housing, pan and tilt mechanism, infra red illuminator, receiver, mountings and brackets; and

"ground level" means the level of the surface of the ground immediately adjacent to the building or, where the level of the surface of the ground is not uniform, the level of the highest part of the surface of the ground adjacent to it.

PART 23

DEVELOPMENT BY THE DEPARTMENT FOR REGIONAL DEVELOPMENT – ROADS UNDERTAKINGS

Class A

Permitted development **A.** **The carrying out by or on behalf of the Department for Regional Development—**

(a) **on land within the boundaries of a road, of any works required for the maintenance or improvement of the road; or**

(b) **on land outside but adjoining the boundary of an existing road, of works required for or incidental to the maintenance or improvement of the road.**

Interpretation of Class A	A.1	For the purposes of Class A— "improvement" means the improvement and safety of roads under Part IV of the Roads (Northern Ireland) Order 1993(**a**); "maintenance" means the maintenance of roads under Articles 8 to 12 of that Order.
Class B		
Permitted development	**B.**	**The carrying out by or on behalf of the Department for Regional Development of works in exercise of its functions under Articles 4(1), 5(1), 6, 14(1), 15(1), 18(1) and 68(1)of the Roads (Northern Ireland) Order 1993, or works in connection with, or incidental to, the exercise of those functions.**
Class C		
Permitted development	**C.**	**The installation, alteration or replacement (other than on a building) by or on behalf of the Department for Regional Development of a closed circuit television camera, including its supporting structure, for the purposes of traffic management or road safety.**
Development not permitted	C.1	Development is not permitted by Class C if— (a) it is to be carried out in a conservation area or on a site of archaeological interest unless it involves the installation, alteration or replacement of a camera on an existing structure; (b) the dimensions of the camera including its housing exceed 75 centimetres by 25 centimetres by 25 centimetres; (c) any part of the camera would, when installed, altered or replaced, be less than 250 centimetres above ground level; or (d) the development would result in the presence of more than four cameras on the structure.
Interpretation of Class C	C.2	For the purposes of Class C— "camera" except in paragraph C.1(b), includes its housing, pan and tilt mechanism, infra red illuminator, receiver, mountings and brackets; "ground level" means the level of the surface of the ground immediately adjacent to the supporting structure or, where the level of the surface of the ground is not uniform, the level of the highest part of the surface of the ground adjacent to it. "structure" and "supporting structure" means any pole, mast or tower including a street lighting column.

(**a**) S.I. 1993/3160 (N.I.15) as amended by S.I. 1997/276 (N.I.2) and 2003 c.21

PART 24

DEVELOPMENT BY THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Class A

Permitted development	**A.**	**Development by or on behalf of the Department of Agriculture and Rural Development consisting of drainage works.**
Development not permitted	A.1	Development is not permitted by Class A if it would consist of or include— (a) the erection, construction, extension or alteration of a building and that building so constructed or altered would exceed 5 metres in height or 50 cubic metres in capacity; or (b) the installation, erection, improvement or other alteration of any plant or machinery and that plant or machinery so installed or altered would exceed 15 metres in height or the height of anything it replaces, whichever is the greater.
Interpretation of Class A	A.2	For the purposes of Class A— "drainage works" has the meaning assigned to it by Schedule 2 of the Drainage (Northern Ireland) Order 1973(**a**).

Class B

Permitted development	**B.**	**Development requiring the preparation of an environmental statement for the purposes of the Drainage (Environmental Impact Assessment) Regulations (Northern Ireland) 2006(b).**

PART 25

DEVELOPMENT BY THE DEPARTMENT OF CULTURE, ARTS AND LEISURE

Class A

Permitted development	**A.**	**Development by or on behalf of the Department of Culture, Arts and Leisure consisting of—** (a) **development in, on or under any waterway or canal works and required in connection with the improvement, maintenance or repair of that waterway or those works;** (b) **the provision of a building, plant, machinery or apparatus in, on, under or over land for the purpose of survey or investigation;** (c) **the use of any land in respect of waterways or canal works for the spreading of any dredged material; or** (d) **any other development in, on, over or under operational land, other than the**

(**a**) S.I. 1973/69 (N.I.1)
(**b**) S.R. 2006 No.34

provision of a building but including the extension or alteration of a building.

Development not permitted	A.1	Development is not permitted by Class A if—
		(a) in the case of Class A(d) development, it would consist of or include the extension or alteration of a building so that—
		(i) its design or external appearance would be materially affected;
		(ii) the height of the original building would be exceeded, or the cubic content of the original building would be exceeded by more than 25%; or
		(iii) the floor space of the original building would be exceeded by more than 1000 square metres; or
		(b) in the case of any Class A(d) development, it would consist of the installation or erection of any plant or machinery exceeding 15 metres in height or the height of anything it replaces, whichever is the greater.
Condition	A.2	Development is permitted by Class A(b) subject to the condition that, on completion of the survey or investigation, or at the expiration of six months from the commencement of the development concerned, whichever is the sooner, all such operations shall cease and all such buildings, plant, machinery and apparatus shall be removed and the land restored as soon as reasonably practicable to its former condition or to any other condition which may be agreed between the council and the developer.
Interpretation of Class A	A.3	For the purposes of Class A—
		"canal works" has the meaning assigned to it by Schedule 4 (description of canal works, etc.) of the Water (Northern Ireland) Order 1999(**a**);
		"waterway" has the meaning assigned to it by Article 2 (interpretation) of that Order(**b**).
Class B		
Permitted development	**B.**	**Development requiring the preparation of an environmental statement for the purposes of the Drainage (Environmental Impact Assessment) Regulations (Northern Ireland) 2006.**
Class C		
Permitted development	**C.**	**Development by or on behalf of the Department of Culture, Arts and Leisure consisting of development in, on or under any inland waters for the purposes of its functions under the Fisheries (Northern Ireland) Act 1966(c) and required in connection with—**
		(a) **the improvement, maintenance or repair of that inland water; or**

(**a**) S.I. 1999/662 (N.I.6)
(**b**) the definition of "waterway" was amended by S.I. 2006/3336 (N.I.21) Art. 291(5)
(**c**) 1966 c.17 (N.I.) as amended by S.I. 1991/1466 (N.I.13)

(b) **the development and improvement of facilities for angling.**

Development not permitted	C.1	Development is not permitted by Class C(a) if it consists of— (a) the erection or construction of a pier, jetty or quay; or (b) the erection or construction of a building.
Interpretation of Class C	C.2	For the purposes of Class C— "inland waters" has the meaning assigned to it by section 206 (interpretation) of the Fisheries (Northern Ireland) Act 1966.

PART 26

DEVELOPMENT BY THE DEPARTMENT

Class A

Permitted development	**A.**	**Development by or on behalf of the Department consisting of—** (a) **the maintenance, repair or restoration of any historic monument;** (b) **the erection of screens, fences or covers designed or intended to protect or safeguard any historic monument; or** (c) **the carrying out of works to stabilise ground conditions by any cliff, watercourse or the coastline, where such works are required for the purposes of securing the preservation of any historic monument.**
Development not permitted	A.1	Development is not permitted by Class A(a) if the works involve an extension of the historic monument.
Condition	A.2	Except for development also falling within Class A(a), Class A(b) development is permitted subject to the condition that any structure erected in accordance with that permission shall be removed at the expiry of a period of six months (or such longer period as may be agreed in writing between the council and the Department) from the date on which work to erect the structure was begun.
Interpretation of Class A	A.3	For the purposes of Class A— "historic monument" has the meaning assigned to it by Article 2(2) of the Historic Monuments and Archaeological Objects (Northern Ireland) Order 1995(**a**); "monument" has the meaning assigned to it by Article 2(6) of that Order.

Class B

Permitted development	**B.**	**The installation, alteration or replacement (other than on a building) by or on behalf of the Department of a closed circuit television camera,**

(**a**) S.I. 1995/1625 (N.I.9)

including its supporting structure, for security purposes.

Development not permitted B.1 Development is not permitted by Class B if—

(a) it is to be carried out in a conservation area or a site of archaeological interest unless it involves the installation, alteration or replacement of a camera on an existing structure;

(b) the dimensions of the camera including its housing exceed 75 centimetres by 25 centimetres by 25 centimetres;

(c) any part of the camera would, when installed, altered or replaced, be less than 250 centimetres above ground level;

(d) any part of the camera would, when installed, altered or replaced, exceed the height of any existing camera or a height of 15 metres above ground level, whichever is the greater; or

(e) the development would result in the presence of more than four cameras on the structure.

Interpretation of Class B B.2 For the purposes of Class B—

"camera", except in paragraph B.1(b), includes its housing, pan and tilt mechanism, infra red illuminator, receiver, mountings and brackets;

"ground level" means the level of the surface of the ground immediately adjacent to the supporting structure or, where the level of the surface of the ground is not uniform, the level of the highest part of the surface of the ground adjacent to it.

"structure" and "supporting structure" means any pole, mast, tower or lamp standard.

PART 27

DEVELOPMENT FOR THE PURPOSES OF SECURITY AT PRISONS, JUVENILE JUSTICE CENTRES OR YOUNG OFFENDERS CENTRES

Class A

Permitted development A. The erection, construction, maintenance, improvement or alteration of a gate, fence, wall or other means of enclosure for the purposes of security at any prison, juvenile justice centre or young offenders centre.

Development not permitted A.1 Development is not permitted by Class A if the height of any gate, fence, wall or other means of enclosure erected or constructed would exceed 5.2 metres above ground level.

Class B

Permitted development B. The installation, alteration or replacement of a closed circuit television camera and associated lighting on a building or any other structure for the purposes of security at any prison, juvenile justice centre or young offenders centre.

Development not permitted	B.1	Development is not permitted by Class B if— (a) the dimensions of the camera including its housing exceed 75 centimetres by 25 centimetres by 25 centimetres; or (b) the uniform level of lighting provided exceeds 10 lux measured at ground level.
Conditions	B.2	Development is permitted by Class B subject to the following conditions— (a) the camera shall, so far as is practicable, be sited so as to minimise its effect on the external appearance of any building to which it is fixed; (b) the camera shall be removed as soon as reasonably practicable after it is no longer required for the purposes of security.
Interpretation of Part 27	C.	For the purposes of Part 27— "camera", except in paragraph B.1(a), includes its housing, pan and tilt mechanism, infra red illuminator, receiver, mountings and brackets; "ground level" means the level of the surface of the ground immediately adjacent to the building or structure to which the camera is attached or, where the level of the surface of the ground is not uniform, the level of the lowest part of the surface of the ground adjacent to it. "juvenile justice centre" has the meaning assigned to it by Article 51 of the Criminal Justice (Children) (Northern Ireland) Order 1998(**a**); "prison" has the meaning assigned to it by section 47 of the Prison Act (Northern Ireland) 1953(**b**); "structure" means any pole, mast, tower or lamp standard; "young offenders centre" has the meaning assigned to it by section 2(a) of the Treatment of Offenders Act (Northern Ireland) 1968(**c**).

PART 28

DEVELOPMENT BY THE CROWN

Class A

Permitted development	**A.**	**The erection or construction and the maintenance, improvement or other alteration by or on behalf of the Crown of—** (a) **any small ancillary building, works or equipment on Crown land and required for operational purposes; or** (b) **lamp standards, information kiosks, public**

(**a**) S.I. 1998/1504 (N.I 9)
(**b**) 1953 c.18 (N.I.) as amended by S.I. 1989/1344 (N.I.15) and S.I. 1998/1504 (N.I.9)
(**c**) 1968 c.29 (N.I.) as amended by S.I. 1989/1344 (N.I.15)

shelters and seats, telephone boxes, fire alarms, electric car charging points, drinking fountains, refuse bins or baskets, barriers for the control of people and vehicles, and similar structures or works required in connection with the operational purposes of the Crown.

Interpretation of Class A — A.1 — The reference in Class A to any small ancillary building, works or equipment is a reference to any ancillary building, works or equipment not exceeding 4 metres in height or 200 cubic metres in capacity.

Class B

Permitted development — B. — The extension or alteration by or on behalf of the Crown of an operational Crown building.

Development not permitted — B.1 — Development is not permitted by Class B if—

(a) the building as extended or altered is to be used for purposes other than those of—

(i) the Crown; or

(ii) the provision of employee facilities;

(b) the height of the building as extended or altered would exceed the height of the original building;

(c) the cubic content of the original building would be exceeded by more than—

(i) 10% in respect of development in a conservation area, an area of outstanding natural beauty or a National Park; or

(ii) 25% in any other case;

(d) the floor space of the original building would be exceeded by more than—

(i) 500 square metres in respect of development in a conservation area, an area of outstanding natural beauty or a National Park; or

(ii) 1000 square metres in any other case;

(e) the external appearance of the original building would be materially affected;

(f) any part of the development would be carried out within 5 metres of any boundary of the curtilage of the original building;

(g) any part of the development would be carried out within any boundary of the curtilage of the original building which adjoins the curtilage of any dwellinghouse or flat; or

(h) the development would lead to a reduction in the space available for the parking or turning of vehicles.

Interpretation of Class B — B.2 — For the purposes of Class B—

(a) the erection of any additional building within the curtilage of another building (whether by virtue of Class B or otherwise) and used in connection with it is to be treated as the

extension of that building, and the additional building is not to be treated as an original building;

(b) where two or more original buildings are within the same curtilage and are used for the same undertaking, they are to be treated as a single original building in making any measurement;

(c) "employee facilities" means social, care or recreational facilities provided for employees of the Crown, including crèche facilities provided for the children of such employees.

Class C

Permitted development	**C.**	**Development carried out on operational Crown land for operational purposes consisting of—** (a) **the installation of additional or replacement plant or machinery;** (b) **the provision, rearrangement or replacement of a sewer, main, pipe, cable or other apparatus; or** (c) **the provision, rearrangement or replacement of a private way, private railway, siding or conveyor.**
Development not permitted	C.1	Development described in Class C(a) is not permitted if— (a) it would materially affect the external appearance of the premises of the undertaking concerned; or (b) any plant or machinery would exceed a height of 15 metres above ground level or the height of anything replaced, whichever is the greater.
Interpretation of Class C	C.2	In Class C, "Crown land" does not include land in or adjacent to and occupied together with a mine.

Class D

Permitted development	**D.**	**The creation by or on behalf of the Crown of a hard surface within the curtilage of an operational Crown building.**

PART 29

AVIATION DEVELOPMENT BY THE CROWN

Class A

Permitted development	**A.**	**The carrying out on operational Crown land by or on behalf of the Crown of development (including the erection or alteration of an operational building) in connection with the provision of services and facilities at an airbase.**
Development not permitted	A.1	Development is not permitted by Class A if it consists of or includes— (a) the construction or extension of a runway; (b) the construction of a passenger terminal;

(c) the extension or alteration of a passenger terminal, where the floor space of a building as existing at 10th June 2006 or, if built after that date, of the building as built, is exceeded by more than 15%;

(d) the erection of a building other than an operational building; or

(e) the alteration or reconstruction of a building other than an operational building, where its design or external appearance is materially affected.

Condition A.2 Development is permitted by Class A subject to the condition that the relevant airbase operator consults the council before carrying out any development unless the development—

(a) is urgently required for the efficient running of the airbase; and

(b) consists of the carrying out of works, or the erection or construction of a structure or of an ancillary building, or the placing on land of equipment, and the works, structure, building or equipment do not exceed 4 metres in height or 200 cubic metres in capacity.

Interpretation of Class A A.3 For the purposes of Class A—

(a) floor space shall be calculated by external measurement and without taking account of the floor space of any pier or satellite;

(b) "operational building" means an operational Crown building, other than a hotel, required in connection with the movement or maintenance of aircraft, or with the embarking, disembarking, loading, discharge or transport of passengers, military or civilian personnel, goods, military equipment, munitions and other items.

Class B

Permitted development B. The carrying out on operational land within the perimeter of an airbase, by or on behalf of the Crown, of development in connection with the provision of air traffic services.

Class C

Permitted development C. The carrying out on operational land outside but within 8 kilometres of the perimeter of an airbase, by or on behalf of the Crown, of development in connection with the provision of air traffic services.

Development not permitted C.1 Development is not permitted by Class C if—

(a) any building erected is used for a purpose other than housing equipment used in connection with the provision of air traffic services;

(b) any building erected exceeds a height of 4 metres; or

(c) it consists of the installation or erection of

		any radar or radio mast or antenna or other apparatus which exceeds 15 metres in height, or, where an existing mast, antenna or apparatus is replaced, the height of that mast, antenna or apparatus if greater.
Class D		
Permitted development	**D.**	**The carrying out on operational land, by or on behalf of the Crown, of development in connection with the provision of air traffic services.**
Development not permitted	D.1	Development is not permitted by Class D if— (a) any building erected is used for a purpose other than housing equipment used in connection with the provision of air traffic services; (b) any building erected exceeds a height of 4 metres; or (c) it consists of the installation or erection of any radar or radio mast or antenna or other apparatus which exceeds 15 metres in height, or, where an existing mast, antenna or apparatus is replaced, the height of that mast, antenna or apparatus if greater.
Class E		
Permitted development	**E.**	**The use of land by or on behalf of the Crown in an emergency to station moveable apparatus replacing unserviceable apparatus in connection with the provision of air traffic services.**
Condition	E.1	Development is permitted by Class E subject to the condition that on or before the expiry of a period of 6 months beginning with the date on which the use began, the use shall cease, and any apparatus shall be removed, and the land shall be restored to its condition before the development took place, or to such other state as may be agreed in writing between the council and the developer.
Class F		
Permitted development	**F.**	**The use of land by or on behalf of the Crown to provide services and facilities in connection with the provision of air traffic services and the erection or placing of moveable structures on land for the purpose of that use.**
Condition	F.1	Development is permitted by Class F subject to the condition that on or before the expiry of a period of 6 months beginning with the date on which the use began, the use shall cease, and any structure shall be removed, and the land shall be restored to its condition before the development took place, or to such other state as may be agreed in writing between the council and the developer.
Class G		
Permitted development	**G.**	**The use of land by or on behalf of the Crown for the stationing and operation of apparatus in connection with the carrying out of surveys or investigations.**

Condition	G.1	Development is permitted by Class G subject to the condition that on or before the expiry of a period of 6 months beginning with the date on which the use began, the use shall cease, and any apparatus shall be removed, and the land shall be restored to its condition before the development took place, or to such other state as may be agreed in writing between the council and the developer.

Class H

Permitted development	**H.**	**The use of buildings by or on behalf of the Crown within the perimeter of an airbase undertaking for purposes connected with air transport services or other flying activities at that airbase.**
Interpretation of Part 29	I.	For the purposes of Part 29— "airbase" means the aggregate of the land, buildings and works comprised in a Government aerodrome within the meaning of Article 255 of the Air Navigation Order 2009(**a**); "air traffic services" has the same meaning as in section 98 of the Transport Act 2000(**b**).

PART 30

CROWN RAILWAYS, DOCKYARDS ETC. AND LIGHTHOUSES

Class A

Permitted development	**A.**	**Development by or on behalf of the Crown on operational Crown land, required in connection with the movement of traffic by rail.**
Development not permitted	A.1	Development is not permitted by Class A if it consists of or includes— (a) the construction of a railway; (b) the construction or erection of a hotel, railway station or bridge; (c) the construction or erection otherwise than wholly within a railway station of a residential building, an office, or a building used for manufacturing or repair work; or (d) the land is within a site of archaeological interest.
Interpretation of Class A	A.2	For the purposes of Class A references to the construction or erection of any building or structure includes references to the reconstruction or alteration of a building or structure where its design or external appearance would be materially affected.

Class B

Permitted development	**B.**	**Development on operational Crown land by or on behalf of the Crown or its lessees, required—** (a) **for the purposes of shipping; or** (b) **in connection with the embarking.**

(**a**) S.I. 2009/3015
(**b**) 2000 c.38

disembarking, loading, discharge or transport of military personnel, military equipment, munitions, and other items at a dock, pier, pontoon or harbour.

Development not permitted B.1 Development is not permitted by Class B if—

(a) it consists of or includes the construction or erection of a bridge or other building not required in connection with the handling of traffic; or

(b) the land is within a site of archaeological interest.

Interpretation of Class B B.2 For the purposes of Class B references to the construction or erection of any building or structure include references to the reconstruction or alteration of a building or structure where its design or external appearance would be materially affected.

Class C

Permitted development C. The use of any land by or on behalf of the Crown for the spreading of any dredged material resulting from a dock, pier, harbour, water transport, canal or inland navigation undertaking.

Class D

Permitted development D. Development by or on behalf of the Crown on operational Crown land, or for operational purposes, consisting of—

(a) **the use of land as a lighthouse, with all the requisite works, roads and appurtenances;**

(b) **the extension of, alteration or removal of a lighthouse; or**

(c) **the erection, placing, alteration or removal of a buoy or beacon.**

Development not permitted D.1 Development is not permitted by Class D if—

(a) it consists of or includes the erection of offices, or the reconstruction or alteration of offices where their design or external appearance would be materially affected; or

(b) the land is within a site of archaeological interest.

Interpretation of Class D D.2 For the purposes of Class D—

"buoys and beacons" include all other marks and signs of the sea;

"lighthouse" includes any floating and other light exhibited for the guidance of ships, and also any sirens and any other description of fog signal.

PART 31

EMERGENCY DEVELOPMENT BY THE CROWN

Class A

Permitted development A. Development on Crown land by or on behalf of the Crown for the purposes of—

(a) **preventing an emergency;**

(b) **reducing, controlling or mitigating the effects of an emergency; or**

(c) **taking other action in connection with an emergency.**

Conditions

A.1 Development is permitted by Class A subject to the following conditions—

(a) the developer shall, as soon as is practicable after commencing development permitted by Class A, notify the council of that development; and

(b) on or before the expiry of six months beginning with the date on which the development began—

(i) the use shall cease and any buildings, plant, machinery, structures and erections permitted by Class A shall be removed; and

(ii) the land shall be restored so far as is practicable to its condition before the development took place or to such other state as may be agreed in writing between the council and the developer.

Interpretation of Part 31

A.2 (1) For the purposes of Part 31 "emergency" means an event or situation which threatens serious damage to—

(a) human welfare in a place in the United Kingdom;

(b) the environment of a place in the United Kingdom; or

(c) the security of the United Kingdom.

(2) For the purposes of paragraph 1(a) an event or situation threatens damage to human welfare only if it involves, causes or may cause—

(a) loss of human life;

(b) human illness or injury;

(c) homelessness;

(d) damage to property;

(e) disruption of a supply of money, food, water, energy or fuel;

(f) disruption of a system of communication;

(g) disruption of facilities for transport; or

(h) disruption of services relating to health.

(3) For the purposes of paragraph 1(b) an event or situation threatens damage to the environment only if it involves, causes or may cause—

(a) contamination of land, water or air with biological, chemical or radio-active matter; or

(b) disruption or destruction of plant life or animal life.

PART 32

DEVELOPMENT FOR NATIONAL SECURITY PURPOSES

Class A

Permitted development	**A.**	**The erection, construction, maintenance, improvement or alteration of a gate, fence, wall or other means of enclosure by or on behalf of the Crown on Crown land for national security purposes.**
Development not permitted	A.1	Development is not permitted by Class A if the height of any gate, fence, wall or other means of enclosure erected or constructed would exceed 4.5 metres above ground level.

Class B

Permitted development	**B.**	**The installation, alteration or replacement by or on behalf of the Crown on Crown land of a closed circuit television camera and associated lighting on a building or any other structure for national security purposes.**
Development not permitted	B.1	Development is not permitted by Class B if— (a) the dimensions of the camera including its housing exceed 75 centimetres by 25 centimetres by 25 centimetres; or (b) the uniform level of lighting exceeds 10 lux measured at ground level.
Conditions	B.2	Development is permitted by Class B subject to the following conditions— (a) the camera shall, so far as is practicable, be sited so as to minimise its effect on the external appearance of any building to which it is fixed; (b) the camera shall be removed as soon as reasonably practicable after it is no longer required for national security purposes.
Interpretation of Class B	B.3	For the purposes of Class B— "camera", except in paragraph B.1(a), includes its housing, pan and tilt mechanism, infra red illuminator, receiver, mountings and brackets; "ground level" means the level of the surface of the ground immediately adjacent to the building or structure to which the camera is attached or, where the level of the surface of the ground is not uniform, the level of the lowest part of the surface of the ground adjacent to it; "structure" means any pole, mast, tower or lamp standard.

Class C

Permitted development	**C.**	**Development by or on behalf of the Crown for national security purposes in, on, over or under Crown land consisting of—** (a) **the installation, alteration or replacement of any electronic communications apparatus;** (b) **the use of land in an emergency for a**

period not exceeding six months to station and operate moveable electronic communications apparatus, including the provision of moveable structures on the land for the purposes of that use; or

(c) **development ancillary to radio equipment housing.**

Development not permitted

C.1 Development is not permitted by Class C(a) if—

(a) it involves the installation of a mast which is not a replacement of an existing mast;

(b) it involves the installation of an antenna which is not a replacement antenna, other than as provided for by C.3;

(c) in the case of the alteration or replacement of apparatus already installed (other than on a building), the apparatus, excluding any antenna, would, when altered or replaced exceed the height of the existing apparatus or a height of 15 metres above ground level, whichever is the greater;

(d) in the case of the alteration or replacement of apparatus on a building, the height of the apparatus (taken by itself) would exceed the height of the existing apparatus or—

(i) 15 metres, where it is installed or is to be installed, on a building which is 30 metres or more in height; or

(ii) 10 metres in any other case;

whichever is the greater;

(e) in the case of the alteration or replacement of apparatus on a building, the highest part of the apparatus, when altered or replaced would exceed the height of the highest part of the building by more than the height of the existing apparatus or—

(i) 10 metres, where it is installed or is to be installed, on a building which is 30 metres or more in height;

(ii) 8 metres in the case of a building which is more than 15 metres but less than 30 metres in height; or

(iii) 6 metres in any other case;

whichever is the greater;

(f) in the case of the alteration or replacement of apparatus (other than an antenna) on a mast and the apparatus supported by it would, when the apparatus was altered or replaced, exceed any relevant height limit specified in respect of apparatus in paragraphs C.1(c), (d) or (e), and for the purposes of applying the limit specified in sub-paragraph (d), the words "(taken by itself)" shall be disregarded;

(g) in the case of the installation, alteration or replacement of any apparatus other than—

(i) a mast;

(ii) an antenna;

(iii) any apparatus which does not project above the surface of the ground; or

(iv) equipment housing;

the ground or base area of the structure would exceed the ground or base area of the existing structure or 1.5 metres, whichever is the greater;

(h) in the case of the alteration or replacement of an antenna on a building (other than a mast) which is less than 15 metres in height; on a mast located on such a building; or, where the antenna is to be located below a height of 15 metres above ground level, on a building (other than a mast) which is 15 metres or more in height—

(i) the antenna is to be located on a wall or roof slope facing a road which is within 20 metres of the building on which the antenna is to be located, unless it is essential for operational purposes that the antenna is located in that position; or

(ii) in the case of dish antennas, the size of any dish would exceed the size of the existing dish when measured in any dimension or 1.3 metres when measured in any dimension, whichever is the greater;

(i) in the case of the alteration or replacement of a dish antenna on a building (other than a mast) which is 15 metres or more in height, or on a mast located on such a building, where the antenna is located at a height of 15 metres or above, measured from ground level the size of any dish would exceed the size of the existing dish when measured in any dimension or 1.3 metres when measured in any dimension, whichever is the greater;

(j) in the case of the installation, alteration or replacement of equipment housing—

(i) the development is not ancillary to the use of any other electronic communications apparatus; or

(ii) the development would exceed 90 cubic metres or, if located on the roof of a building, the development would exceed 30 cubic metres.

C.2 Development consisting of the installation of apparatus is not permitted by Class C(a) in a conservation area, an area of outstanding natural

beauty or a National Park unless—

(a) the land on which the apparatus is to be installed is, or forms part of, a site on which there is existing electronic communications apparatus;

(b) the existing apparatus was installed on the site on or before the relevant day; and

(c) the site was Crown land on the relevant day.

C.3 (1) Subject to paragraph (2), development is not permitted by Class C(a) if it will result in the installation of more than one item of apparatus ("the original apparatus") on a site in addition to any item of apparatus already on that site on the relevant day.

(2) In addition to the original apparatus which may be installed on a site by virtue of Class C(a), for every four items of apparatus which existed on that site on the relevant day, one additional item of small apparatus may be installed.

(3) In paragraph (2), "small apparatus" means—

(a) a dish antenna, other than on a building, not exceeding 5 metres in diameter and 7 metres in height;

(b) an antenna, other than a dish antenna and other than on a building, not exceeding 7 metres in height;

(c) a hard standing or other base for any apparatus described in sub-paragraphs (a) and (b), not exceeding 7 metres in diameter;

(d) a dish antenna on a building, not exceeding 1.3 metres in diameter and 3 metres in height;

(e) an antenna, other than a dish antenna, on a building, not exceeding 3 metres in height;

(f) equipment housing not exceeding 3 metres in height and of which the area, when measured at ground level, does not exceed 9 square metres.

Conditions

C.4 (1) Class C(a) and Class C(c) development is permitted subject to the condition that any antenna or supporting apparatus, equipment housing or development ancillary to equipment housing constructed, installed, altered or replaced on a building in accordance with that permission shall, so far as is practicable, be sited so as to minimise its effect on the external appearance of the building.

(2) Class C(a) development consisting of the installation of any additional apparatus in a conservation area, an area of outstanding natural beauty or a National Park is permitted subject to the condition that the apparatus shall be installed as close as reasonably practicable to any existing apparatus.

(3) Class C(b) development is permitted subject to the condition that any apparatus or structure provided

in accordance with that permission shall be removed from the land at the expiry of the relevant period and the land restored to its condition before the development took place.

(4) Class C development—

(a) in a conservation area, an area of outstanding natural beauty, a National Park, or Area of Special Scientific Interest; or

(b) on any other land and consisting of the alteration or replacement of a mast; or the installation, alteration or replacement of an antenna on a building or structure (other than a mast) where the antenna (including any supporting structure) would exceed the height of the building or structure at the point where it is installed or to be installed by 4 metres or more; or of equipment housing with a volume in excess of 2.5 cubic metres; or of development ancillary to equipment housing,

is permitted subject, except in an emergency, to the conditions set out in C.5.

C.5 (1) The developer shall, before commencing development, give notice of the proposed development to any person (other than the developer) who is an owner or occupier of the land to which the development relates—

(a) by serving the appropriate notice to every such person whose name and address is known to the developer;

(b) where the developer has taken reasonable steps to ascertain the names and addresses of every such person, but has been unable to do so, by local advertisement.

C.6 (1) Class C(b) or Class C.3 development consisting of the installation of one or more antennas is permitted subject to the condition that the developer shall—

(a) except in a case of emergency give appropriate notice in writing to the council no fewer than 28 days before development is begun of the developer's intention to carry out such development; or

(b) in a case of emergency give appropriate notice of such development as soon as possible after the emergency begins.

(2) The notice referred to in sub-paragraphs 1(a) and (b) shall be accompanied by a declaration that the proposed equipment and installation is designed to be in full compliance with the requirements of the radio frequency public exposure guidelines of the International Commission on Non-ionising Radiation Protection, as expressed in EU Council recommendation of 12 July 1999 on the limitation of exposure of the general public to electromagnetic fields (1999/519/EC) (0Hz TO 300GHz).

Interpretation of Class C C.7 For the purposes of Class C—

"appropriate notice" means a notice signed and dated by or on behalf of the developer and containing—

(a) the name of the developer;

(b) the address or location of the proposed development; and

(c) a description of the proposed development (including its siting and appearance and the height of any mast);

"development ancillary to equipment housing" means the construction, installation, alteration or replacement of structures, equipment or other means of access which are ancillary to and reasonably required for the purposes of the equipment housing;

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"electronic communications code" has the meaning assigned to it by section 106(1) of the Communications Act 2003(**a**)

"local advertisement" means by publication of the notice in a newspaper circulating in the locality in which the land to which the proposed development is situated;

"mast" means a structure erected by or on behalf of the developer for the support or housing of one or more antennas including a radio mast, radio tower, pole or other structure;

"relevant day" means—

(a) 10th June 2006; or

(b) where existing apparatus is installed pursuant to planning permission granted on or after 10th June 2006, the date when that apparatus is finally installed pursuant to that permission;

whichever is later;

"relevant period" means a period which expires—

(a) 6 months from the commencement of the construction, installation, alteration or replacement of any apparatus permitted by Class C(a) or Class C(c) or from the commencement of the use permitted by Class C(b), as the case may be; or

(b) when the need for such apparatus, structure or use ceases;

whichever occurs first.

(**a**) 2003 c.21

PART 33

DEMOLITION OF BUILDINGS

Class A

Permitted development	**A.**	**Any building operation consisting of the demolition of a building.**
Development not permitted	A.1	Development is not permitted by Class A if the building is in an area of townscape character or an area of village character except any such building— (a) the demolition of which is required or permitted to be carried out under any statutory provision; (b) the demolition of which is required to be carried out by virtue of an obligation arising under an agreement made under section 76 of the 2011 Act; or (c) included in a vesting order under Article 48 or 87 of the Housing (Northern Ireland) Order 1981(**a**).
Interpretation of Part 33	A.2	For the purposes of Part 33— "area of townscape character" means— (a) an area designated as such in a departmental development plan or in a local development plan prepared under Part 2 of the 2011 Act or a draft of such a plan; or (b) any other area described as such in a direction under section 23(3)(f) and (g) of that Act; "area of village character" means an area designated as such in a departmental development plan or in a local development plan prepared under Part 2 of the 2011 Act or a draft of such a plan; "departmental development plan" has the same meaning as in the Schedule to the Planning (Local Development Plan) Regulations (Northern Ireland) 2015(**b**).

PART 34

SHOPS, FINANCIAL AND PROFESSIONAL SERVICES ESTABLISHMENTS

Class A

Permitted development	**A.**	**The extension or alteration of a shop or financial or professional services establishment.**
Development not permitted	A.1	Development is not permitted by Class A if— (a) the floor space of the original building would be exceeded by more than— (i) 25%; or

(**a**) S.I. 1981/156 (N.I.3)
(**b**) S.R. 2015 No.62

(ii) 50 square metres;

whichever is the lesser;

(b) the height of the building as extended would exceed 5 metres;

(c) any part of the development, other than an alteration, would be within 2 metres of any boundary of the curtilage of the premises;

(d) the development would consist of or include the construction or provision of a veranda, balcony or raised platform;

(e) the development would lead to a reduction in the space available for the parking or turning of vehicles;

(f) the development would be within the curtilage of a listed building unless listed building consent has previously been granted;

(g) any extension or alteration would be in a conservation area, a World Heritage Site, an area of special scientific interest or a site of archaeological interest;

(h) any part of the development would extend beyond an existing shop front; or

(i) the development would involve the insertion or creation of a new shop front or the alteration or replacement of an existing shop front.

Conditions

A.2 Development is permitted by Class A subject to the following conditions—

(a) any alteration shall be at ground floor level only;

(b) any extension shall be constructed using materials which have a similar external appearance to those used for the building being extended; and

(c) any extension or alteration shall only be used as part of, or for a purpose incidental to the use of the shop or financial or professional services establishment.

Interpretation of Class A

A.3 For the purposes of Class A—

(a) where two or more original buildings are within the same curtilage and are used for the same undertaking they are to be treated as a single original building in making any measurement;

(b) "raised platform" means a platform with a height greater than 0.3 metres above ground level;

(c) "shop or financial or professional services establishment" means a building, or part of a building, used for any purposes within Classes A1 or A2 of the Schedule to the Use Classes Order and includes buildings with

other uses in other parts as long as the other uses are not within the parts being altered or extended.

Class B

Permitted development	**B.**	**The erection or construction of a trolley store within the curtilage of a shop.**
Development not permitted	B.1	Development is not permitted by Class B if— (a) the floor space of the building or enclosure erected would exceed 20 square metres; (b) any part of the development would be within 20 metres of any curtilage of any dwellinghouse or flat; (c) the height of the building or enclosure would exceed 2.5 metres; (d) the development would be within the curtilage of a listed building unless listed building consent has previously been granted; (e) the development would be in a conservation area, a World Heritage Site, an area of special scientific interest or a site of archaeological interest; or (f) the development would be between a shop front and a road where the distance between the shop front and the boundary of the curtilage of the premises is less than 5 metres.
Conditions	B.2	Development is permitted by Class B subject to the condition that the building or enclosure is only used for the storage of shopping trolleys.
Interpretation of Class B	B.3	For the purposes of Class B— "shop" means a building used for any purpose within Class A1 of the Schedule to the Use Classes Order; and "trolley store" means a building or enclosure designed to be used for the storage of shopping trolleys.

Class C

Permitted development	**C.**	**Development consisting of—** (a) **the provision of a hard surface within the curtilage of a shop, financial or professional services establishment; or** (b) **the replacement in whole or in part of such a surface.**
Development not permitted	C.1	Development is not permitted by Class C if— (a) the cumulative area of ground covered by a hard surface within the curtilage of the premises (other than hard surfaces already existing on 19th September 2012) would exceed 50 square metres; or (b) the development would be within the curtilage of a listed building unless listed building consent has previously been granted.
Conditions	C.2	Development is permitted by Class C subject to the following conditions—

(a) where there is a risk of groundwater contamination the hard surface shall not be made of porous materials;

(b) in all other cases, either—

(i) the hard surface shall be made of porous materials; or

(ii) provision shall be made to direct run-off water from the hard surface to a permeable or porous area or surface within the curtilage of the undertaking.

Interpretation of Class C

C.3 For the purposes of Class C "shop or financial or professional services establishment" means a building, or part of a building, used for any purposes within Classes A1 or A2 of the Schedule to the Use Classes Order.

PART 35

OFFICE BUILDINGS

Class A
Permitted development

A. The extension or alteration of an office building.

Development not permitted

A.1 Development is not permitted by Class A if—

(a) the floor space of the original building would be exceeded by more than—

(i) 25%; or

(ii) 50 square metres;

whichever is the lesser;

(b) the height of the building as extended or altered would exceed—

(i) if within 10 metres of a boundary of the curtilage of the premises, 5 metres;

(ii) in all other cases, the height of the building being extended or altered;

(c) any part of the development, other than an alteration, would be within 5 metres of any boundary of the curtilage of the premises;

(d) any part of the development would face onto a road;

(e) the development would consist of or include the construction or provision of a veranda, balcony or raised platform;

(f) the development would lead to a reduction in the space available for the parking or turning of vehicles;

(g) the development would be within the curtilage of a listed building unless listed building consent has previously been granted; or

(h) any extension or alteration would be in a

conservation area, a World Heritage Site, an area of special scientific interest or a site of archaeological interest.

Conditions A.2 Development is permitted by Class A subject to the following conditions—

(a) any alteration shall be at ground floor level only;

(b) any extension shall be constructed using materials which have a similar external appearance to those used for the building being extended; and

(c) any office building as extended or altered shall only be used as part of, or for a purpose incidental to the use of that office building.

Interpretation of Class A A.3 For the purposes of Class A—

(a) where two or more original buildings are within the same curtilage and are used for the same undertaking they are to be treated as a single original building in making any measurement;

(b) "office building" means a building used for any purpose within Class B1 of the Schedule to the Use Classes Order;

(c) "raised platform" means a platform with a height greater than 0.3 metres above ground level.

Class B

Permitted development **B.** **Development consisting of—**

(a) **the provision of a hard surface within the curtilage of an office building to be used for the purposes of the office concerned; or**

(b) **the replacement in whole or in part of such a surface.**

Development not permitted B.1 Development is not permitted by Class B if—

(a) the cumulative area of ground covered by a hard surface within the curtilage of the site (other than hard surfaces already existing on 19th September 2012) would exceed 50 square metres;

(b) the development would be within the curtilage of a listed building unless listed building consent has previously been granted.

Conditions B.2 Development is permitted by Class B subject to the following conditions—

(a) where there is a risk of groundwater contamination the hard surface shall not be made of porous materials;

(b) in all other cases, either—

(i) the hard surface shall be made of porous materials; or

(ii) provision shall be made to direct run-off water from the hard surface to a

permeable or porous area or surface within the curtilage of that office building.

Interpretation of Class B — B.3 — For the purposes of Class B "office building" means a building used for any purpose within Class B1 of the Schedule to the Use Classes Order.

PART 36

SCHOOLS, COLLEGES, UNIVERSITIES AND HOSPITALS

Class A

Permitted development — **A.** — **The erection, extension or alteration of a school, college, university or hospital building.**

Development not permitted — A.1 — Development is not permitted by Class A if—

(a) the cumulative floor space of any buildings erected, extended or altered would exceed—

(i) 25% of the floor space of the original school, college, university or hospital buildings; or

(ii) 100 square metres;

whichever is the lesser;

(b) any part of the development would be within 5 metres of any boundary of the curtilage of the premises;

(c) any part of the development would be within 10 metres of any boundary of the curtilage of the premises which adjoins the curtilage of any dwellinghouse or flat;

(d) as a result of the development any land used as a playing field at any time in the five years before the development commenced and remaining in use could no longer be so used;

(e) the height of any new building erected would exceed 5 metres;

(f) any part of the development would face onto a road;

(g) the height of the building as extended or altered would exceed—

(i) if within 10 metres of a boundary of the curtilage of the premises, 5 metres;

(ii) in all other cases, the height of the building being extended or altered;

(h) the development would be within the curtilage of a listed building unless listed building consent has previously been granted;

(i) as a result of the works the total area of ground covered by buildings within the curtilage of the premises would exceed 50% of the total area of the curtilage;

(j) the development would lead to a reduction in

the space available for the parking or turning of vehicles;

(k) the development would consist of or include the construction or provision of a veranda, balcony or raised platform;

(l) any part of the development would be in a conservation area, a World Heritage Site, an area of special scientific interest or a site of archaeological interest; or

(m) unless—

(i) in the case of school, college or university buildings, the predominant use of the existing buildings on the premises is for the provision of education;

(ii) in the case of hospital buildings, the predominant use of the existing buildings on the premises is for the provision of any medical or health services.

Conditions

A.2 Development is permitted by Class A subject to the following conditions—

(a) the development must be within the curtilage of an existing school, college, university or hospital;

(b) the development shall only be used as part of, or for a purpose incidental to, the use of that school, college, university or hospital;

(c) any new building erected shall be constructed using materials which have a similar external appearance to those used for the existing school, college, university or hospital; and

(d) any extension or alteration shall be constructed using materials which have a similar external appearance to those used for the building being extended or altered.

Interpretation of Class A

A.3 For the purposes of Class A—

(a) where two or more original buildings are within the same curtilage and are used for the same institution, they are to be treated as a single original building in making any measurement;

(b) "original school, college, university or hospital building" means any original building which is a school, college, university or hospital building, as the case may be, other than any building erected at any time under Class A;

(c) "raised platform" means a platform with a height greater than 0.3 metres above ground level.

Class B

Permitted development	**B.**	**Development consisting of—** (a) **the provision of a hard surface within the curtilage of any school, college, university or hospital to be used for the purposes of that school, college, university or hospital; or** (b) **the replacement in whole or in part of such a surface.**
Development not permitted	B.1	Development is not permitted by Class B if— (a) the cumulative area of ground covered by a hard surface within the curtilage of the site (other than hard surfaces already existing on 19th September 2012) would exceed 50 square metres; (b) as a result of the development, any land used as a playing field at any time in the five years before the development commenced and remaining in use could no longer be so used; or (c) the development would be within the curtilage of a listed building unless listed building consent has previously been granted.
Conditions	B.2	Development is permitted by Class B subject to the following conditions— (a) where there is a risk of groundwater contamination the hard surface shall not be made of porous materials; (b) in all other cases, either— (i) the hard surface shall be made of porous materials; or (ii) provision shall be made to direct run-off water from the hard surface to a permeable or porous area or surface within the curtilage of the institution.

PART 37

INSTALLATION OF NON DOMESTIC MICROGENERATION EQUIPMENT

Class A

Permitted development	**A.**	**The installation, alteration or replacement of solar PV or solar thermal equipment on a building other than a dwellinghouse or block of flats.**
Development not permitted	A.1	Development is not permitted by Class A if— (a) any part of the solar PV or solar thermal equipment would protrude more than 20 centimetres beyond the plane of any existing roof slope which faces onto and is visible from a road; (b) any part of the solar PV or solar thermal equipment would be installed on a wall within 3 metres of the boundary of the

curtilage of the building and exceeding 4 metres in height extends more than 20 centimetres beyond the wall;

(c) any part of the solar PV or solar thermal equipment would be installed on a flat roof where the highest part of the solar PV or solar thermal equipment would be higher than 2 metres above the highest part of the roof (excluding any chimney);

(d) any part of the solar PV or solar thermal equipment would be installed on a flat roof and be within 2 metres of the external edge of that roof;

(e) any part of the solar PV or solar thermal equipment would extend beyond the edge of the existing roof slope or wall;

(f) any part of the solar PV or solar thermal equipment would exceed the height of the existing ridged roof;

(g) in the case of a conservation area or World Heritage Site the solar PV or solar thermal equipment would be installed on a wall or roof slope which faces onto and is visible from a road; or

(h) the solar PV or solar thermal equipment would be installed within the curtilage of a listed building unless listed building consent for the development has previously been granted.

Conditions

A.2 Development is permitted by Class A subject to the following conditions—

(a) solar PV or solar thermal equipment must so far as practicable be sited so as to minimise its effect on the external appearance of the building;

(b) solar PV or solar thermal equipment must so far as practicable be sited so as to minimise its effect on the amenity of the area; and

(c) solar PV or solar thermal equipment no longer needed for microgeneration must be removed as soon as reasonably practicable.

Class B

Permitted development

B. The installation, alteration or replacement of stand alone solar within the curtilage of a building other than a dwellinghouse or block of flats.

Development not permitted

B.1 Development is not permitted by Class B if —

(a) any part of the stand alone solar—

(i) would exceed 2 metres in height;

(ii) would be installed within 5 metres of the boundary of the curtilage of the building; or

(iii) would be installed in an area of special scientific interest or a site of

archaeological interest;

(b) the area of the stand alone solar would exceed 30 square metres;

(c) in the case of a conservation area or World Heritage Site the stand alone solar would face onto and be visible from a road; or

(d) the stand alone solar would be within the curtilage of a listed building unless listed building consent for the development has previously been granted.

Conditions B.2 Development is permitted by Class B subject to the following conditions—

(a) stand alone solar must so far as practicable be sited so as to minimise its effect on the amenity of the area; and

(b) stand alone solar which is no longer needed for microgeneration must be removed as soon as reasonably practicable.

Class C

Permitted development **C.** **The installation, alteration or replacement of a ground or water source heat pump within the curtilage of a building other than a dwellinghouse or block of flats.**

Development not permitted C.1 Development is not permitted by Class C if—

(a) the surface area of land under which the installation, alteration or replacement of any underground pipes (together with any other such pipes) is to be carried out would exceed 0.5 hectares;

(b) any above ground element of the heat pump or its housing would be within 5 metres of the boundary of the curtilage of the building;

(c) any above ground element of the heat pump or its housing would be nearer to a road which bounds the curtilage than the part of the building nearest to that road;

(d) any above ground element of the heat pump or its housing would exceed 3 metres in height;

(e) the floor space of any above ground element of the heat pump or its housing would exceed—

(i) 10 square metres for buildings with an existing maximum floor space of 1000 square metres; or

(ii) 75 square metres in all other cases;

(f) it would involve the provision of any heat pump within an area of special scientific interest or a site of archaeological interest; or

(g) the heat pump would be within the curtilage of a listed building unless listed building consent for the development has previously

been granted.

Conditions	C.2	Development is permitted by Class C subject to the following conditions— (a) the surface of the land on which any works have been carried out to install, alter or replace the underground pipes required in connection with a ground or water source heat pump must be restored as soon as practicable after the development is completed; and (b) a ground or water source heat pump which is no longer needed for microgeneration must be removed as soon as reasonably practicable and the land shall as far as reasonably practicable be restored to its previous condition.
Class D **Permitted development**	**D.**	**The erection, extension or alteration of a boiler house forming part of a biomass heating system, or a combined heat and power system within the curtilage of a building other than a dwellinghouse or block of flats.**
Development not permitted	D.1	Development is not permitted by Class D if— (a) the development would result in the presence within the curtilage of more than one extension or new building containing a biomass or combined heat and power boiler; (b) the ground area to be covered by any building or structure erected or any building or structure as extended or altered would exceed— (i) 15 square metres for buildings with an existing maximum floor space of 1000 square metres; or (ii) 75 square metres in all other cases; (c) any part of the development would be within 5 metres of the boundary of the curtilage of the building; (d) any part of the development would be nearer to a road which bounds the curtilage than the part of the building nearest to that road; (e) the height of any part of the building or structure (excluding any flue) would exceed 3.6 metres; (f) the height of any flue associated with the erection, extension or alteration of a boiler house would exceed the highest part of the roof by more than 1 metre; (g) the development would lead to a reduction in the space available for the parking or turning of vehicles; (h) any part of the development would be within 75 metres of any curtilage of a dwellinghouse

or flat (other than a dwellinghouse or flat of any person engaged in operations associated with the use of the boiler house);

(i) the development would be within an area of special scientific interest or a site of archaeological interest; or

(j) the development would be within the curtilage of a listed building unless listed building consent for the development has previously been granted.

Class E

Permitted development

E. The erection or provision of a container for the storage of biomass fuel within the curtilage of a building other than a dwellinghouse or block of flats.

Development not permitted

E.1 Development is not permitted by Class E if—

(a) the development would result in the presence within the curtilage of the building of more than one extension or new building containing a biomass fuel store;

(b) the ground area to be covered by any building or structure erected or any building or structure as extended or altered would exceed—

(i) 15 square metres for buildings with an existing maximum floor space of 1000 square metres; or

(ii) 75 square metres in all other cases;

(c) any part of the development would be within 5 metres of the boundary of the curtilage of the building;

(d) any part of the development would be nearer to a road which bounds the curtilage of the building than the part of the building nearest to that road;

(e) the height of any part of the building or structure would exceed 3.6 metres;

(f) the development would lead to a reduction in the space available for the parking or turning of vehicles;

(g) the development would be within an area of special scientific interest or a site of archaeological interest; or

(h) the development would be within the curtilage of a listed building unless listed building consent for the development has previously been granted.

Interpretation of Part 37

F. For the purposes of Part 37—

"block of flats" means a building which consists wholly of flats;

"solar PV" means solar photovoltaics;

"stand alone solar" means solar PV or solar

thermal equipment which is not installed on a building.

EXPLANATORY NOTE

(This note is not part of the Order)

The main purpose of this Order is to grant planning permission for certain classes of development under Part 3 of the Planning Act (Northern Ireland) 2011, subject to Articles 3 to 7.

Permission granted by this Order is described in the Parts and Classes set out in the Schedule, qualified by relevant exceptions, limitations and conditions.

A regulatory impact assessment has been prepared in relation to this Order. A copy may be obtained from the Department of the Environment, Causeway Exchange, 1-7 Bedford Street, Town Parks, Belfast BT2 7EG or accessed at www.doeni.gov.uk.

The Explanatory Memorandum is available alongside the Order on the government's website www.legislation.gov.uk.

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STATUTORY RULES OF NORTHERN IRELAND

2020 No. 292

PLANNING

The Planning (General Permitted Development) (Amendment) Order (Northern Ireland) 2020

Made - - - -	*30th November 2020*
Coming into operation -	*21st December 2020*

The Department for Infrastructure makes the following Order in exercise of the powers conferred by sections 32 and 247(6) of the Planning Act (Northern Ireland) 2011(**a**) and now vested in it(**b**).

Citation and commencement

1. This Order may be cited as the Planning (General Permitted Development) (Amendment) Order (Northern Ireland) 2020 and comes into operation on 21st December 2020.

Amendment of the Planning (General Permitted Development) Order (Northern Ireland) 2015

2.—(1) The Planning (General Permitted Development) Order (Northern Ireland) 2015(**c**) is amended in accordance with paragraph (2) and (3).

(2) In Article 7(1) for "21" substitute "28".

(3) In the Schedule (development permitted under Article 3)—

(a) Part 3 (Minor Operations) is amended in accordance with Schedule 1;

(b) in Class A(b) of Part 13 (Development by Councils) for "car" substitute "vehicle";

(c) for Part 16 (Mineral Exploration) substitute Part 16 as set out in Schedule 2;

(d) for Part 18 (Development by Electronic Communications Code Operators) substitute Part 18 as set out in Schedule 3;

(e) in Class A(b) of Part 28 (Development by the Crown) for "car" substitute "vehicle"; and

(f) Part 34 (Shops, financial and professional services establishments) is amended in accordance with Schedule 4.

Sealed with the Official Seal of the Department for Infrastructure on 30th November 2020.

L.S.

(**a**) 2011 c.25 (N.I.)
(**b**) S.R. 2016 No. 76, article 8(1)(b) and Schedule 5, Part 2.
(**c**) S.R. 2015 No. 70

Angus Kerr

A senior officer of the Department for Infrastructure

SCHEDULE 1

Article 2(3)(a)

AMENDMENTS TO PART 3 OF THE SCHEDULE TO THE PLANNING (GENERAL PERMITTED DEVELOPMENT) ORDER (NORTHERN IRELAND) 2015

3. After Class C insert—

"**Class D**

Permitted development	**D.**	**The installation, alteration or replacement, within an area lawfully used for off-street parking, of an electrical outlet mounted on a wall for recharging electric vehicles.**
Development not permitted	D.1	Development is not permitted by Class D if the outlet and its casing would— (a) exceed 0.2 cubic metres; (b) be within 2 metres of a road; (c) be within a site of archaeological interest; or (d) be within the curtilage of a listed building unless listed building consent for the development has previously been granted.
Conditions	D.2	Development is permitted by Class D subject to the conditions that when no longer needed as a charging point for electric vehicles— (a) the development is removed as soon as reasonably practicable; and (b) the wall on which the development was mounted or into which the development was set is, as soon as reasonably practicable, and so far as reasonably practicable, reinstated to its condition before that development was carried out.

Class E

Permitted development	**E.**	**The installation, alteration or replacement, within an area lawfully used for off-street parking, of an upstand with an electrical outlet mounted on it for recharging electric vehicles.**
Development not permitted	E.1	Development is not permitted by Class E if the upstand and the outlet would— (a) in relation to an upstand and outlet— (i) within the curtilage of a dwellinghouse or a block of flats, exceed 1.6 metres in height from the level of the surface used for the parking of vehicles; or (ii) in any other case, exceed 2.3 metres in height from the level of the surface used for the parking of vehicles; (b) be within 2 metres of a road; (c) be within a site of archaeological interest; (d) be within the curtilage of a listed building

unless listed building consent for the development has previously been granted; or

(e) result in more than 1 upstand being provided for each parking space.

Conditions	E.2	Development is permitted by Class E subject to the conditions that when the development is no longer needed as a charging point for electric vehicles— (a) the development is removed as soon as reasonably practicable; and (b) the land on which the development was mounted or into which the development was set is, as soon as reasonably practicable, and so far as reasonably practicable, reinstated to its condition before that development was carried out.
Interpretation of Class E	E.3	For the purposes of Class E "block of flats" means a building which consists of at least two flats.
Class F **Permitted development**	**F.**	**The replacement of an on-street original upstand with an electrical outlet mounted on it for recharging electric vehicles.**
Development not permitted	F.1	Development is not permitted by Class F if the upstand and the outlet would— (a) exceed 2.0 metres in height from the level of the surface used for the parking of vehicles; (b) be within a site of archaeological interest; (c) be within the curtilage of a listed building unless listed building consent for the development has previously been granted; or (d) result in more than 1 upstand being provided for each parking space.
Conditions	F.2	Development is permitted by Class F subject to the conditions that when the development is no longer needed as a charging point for electric vehicles— (a) the development is removed as soon as reasonably practicable; and (b) the land on which the development was mounted or into which the development was set is, as soon as reasonably practicable, and so far as reasonably practicable, reinstated to its condition before that development was carried out.
Interpretation of Class F	F.3	For the purposes of Class F "original upstand" means an upstand with an electrical outlet mounted on it for recharging electric vehicles, lawfully present on 20th December 2020. "

SCHEDULE 2

Article 2(3)(c)

SUBSTITUTION OF PART 16 OF THE SCHEDULE TO THE PLANNING (GENERAL PERMITTED DEVELOPMENT) ORDER (NORTHERN IRELAND) 2015

"PART 16

MINERAL EXPLORATION

Class A

Permitted development	**A.**	**Development on any land during a period not exceeding 4 months consisting of—** **(a) the drilling of boreholes;** **(b) the carrying out of seismic surveys; or** **(c) the making of other excavations;** **for the purpose of mineral exploration, and the provision or assembly on that land or adjoining land of any structure required in connection with any of those operations.**
Development not permitted	A.1	Development is not permitted by Class A if— (a) it consists of the drilling of boreholes for petroleum exploration; (b) the developer has not previously notified the council in writing giving details of the location of the proposed development, target minerals, details of plant and operations and anticipated timescale; (c) any operation is within an area of special scientific interest or a site of archaeological interest; (d) any explosive charge of more than 1 kilogram is used; (e) any structure assembled or provided would exceed 12 metres in height; (f) any structure assembled or provided would exceed 3 metres in height where such structure would be within 3 kilometres of an airport; (g) the relevant period has not elapsed.
Conditions	A.2.	Development is permitted by Class A subject to the following conditions— (a) the development shall be carried out in accordance with the details contained in the developer's written notification to the council referred to in paragraph A.1(b), unless the council otherwise agrees in writing; (b) no trees on the land shall be removed, felled, lopped or topped and no other thing shall be done on the land likely to harm or damage any trees, unless the council so agrees in

writing;

(c) before any excavation (other than a borehole) is made, any topsoil and any subsoil shall be separately removed from the land to be excavated and stored separately from other excavated material and from each other;

(d) within a period of 28 days from the cessation of operations unless the council, in a particular case, agrees otherwise in writing—

(i) any borehole shall be adequately sealed;

(ii) any excavation shall be filled from material from the site;

(iii) any structure permitted by Class A and any waste material arising from development permitted by Class A shall be removed from the land;

(iv) the surface of the land on which any operations have been carried out shall be levelled and any topsoil replaced as the uppermost layer; and

(v) the land is, so far as is practicable, restored to its condition before the development took place, including the carrying out of any necessary seeding and replanting.

Interpretation of Part 16 C For the purposes of Part 16—

"mineral exploration" means ascertaining the presence, extent or quality of any deposit of a mineral with a view to exploiting that mineral;

"petroleum" has the same meaning as given in section 1 of the Petroleum Act 1998;

"relevant period" means the period elapsing—

(a) where a direction is not issued under article 7, 28 days after the notification referred to in paragraph A.1(b) or, if earlier, on the date on which the council notifies the developer in writing that it will not issue such a direction, or

(b) where a direction is issued under article 7, 28 days from the date on which notice of that decision is sent to the Department, or, if earlier, the date on which the council notifies the developer that the Department has disallowed the direction;

"structure" means a building, plant or machinery or other structure."

SCHEDULE 3

Article 2(3)(d)

SUBSTITUTION OF PART 18 OF THE SCHEDULE TO THE PLANNING (GENERAL PERMITTED DEVELOPMENT) ORDER (NORTHERN IRELAND) 2015

"PART 18

DEVELOPMENT BY ELECTRONIC COMMUNICATIONS CODE OPERATORS

Class A

Permitted development	**A.**	**Development by or on behalf of an electronic communications code operator for the purpose of the operator's electronic communications network in, on, over or under land controlled by that operator or in accordance with the electronic communications code, consisting of—** **(a) the construction, installation, alteration or replacement of any electronic communications apparatus and any associated hard standing or supporting structure;** **(b) the use of land in an emergency for a period not exceeding 18 months to station and operate moveable electronic communications apparatus, required for the replacement of unserviceable electronic communications apparatus, including the provision of moveable structures on the land for the purposes of that use; or** **(c) development ancillary to equipment housing.**
Development not permitted	A.1	Development is not permitted by Class A if— (a) it is to be carried out in a conservation area, an area of outstanding natural beauty, an area of special scientific interest or a National Park unless— (i) it is an emergency; (ii) it involves the installation, alteration or replacement of any underground apparatus; (iii) it involves the installation, replacement or alteration of telegraph poles, the installation of new overhead lines on such poles or is ancillary to such development; or (iv) it is development which is permitted by virtue of A.1(d), A.1(f), A.1(l) or A.1(m); (b) the land is within a site of archaeological interest or a World Heritage Site unless it

involves the installation of new overhead lines supported by existing poles;

(c) it is within the curtilage of a listed building unless listed building consent for the development has previously been granted;

(d) it involves the replacement or alteration of an existing mast which is ground based or the installation of apparatus on such a mast which results in—

(i) an increase in the overall height of the original structure of—

(aa) in the case of an existing mast which is 20 metres or less in height, more than 7 metres to a maximum height of 25 metres; or

(bb) in the case of an existing mast which is more than 20 metres in height but less than 50 metres, more than 5 metres; or

(cc) in the case of an existing mast which is more than 50 metres in height, more than 15% of the original height of the structure;

(ii) an increase in the overall width of the structure (measured horizontally at the widest point of the original structure) of more than—

(aa) one metre; or

(bb) one third of the original width of the structure;

whichever is the greater; or

(iii) a change of location of more than 6 metres from the location of the existing mast;

(e) it involves the construction or installation of a ground based mast which is not a replacement of an existing ground based mast;

(f) in the case of the installation, alteration or replacement of equipment housing—

(i) the development is not ancillary to the use of any other electronic communications apparatus; or

(ii) the development would exceed 90 cubic metres or, if located on a roof of a building, the development would exceed 30 cubic metres;

(g) it involves the installation on a building or other structure (other than a ground based mast) of apparatus, other than equipment housing or an antenna system, which would result in such apparatus (taken together with

any equipment housing on which such apparatus is mounted) exceeding—

(i) 6 metres in height in the case of a building which is less than 15 metres in height; or

(ii) 8 metres in height in the case of a building which is more than 15 metres in height; or

(iii) 2 metres when measured horizontally at its widest point;

(h) it involves the alteration or replacement on a building or other structure (other than a ground based mast) of apparatus, other than equipment housing or an antenna system, which would result in that apparatus (taken together with any equipment housing on which such apparatus is mounted) exceeding—

(i) 6 metres in height or if greater the current height of the apparatus which is being altered or replaced in the case of a building which is less than 15 metres in height; or

(ii) 8 metres in height or if greater the current height of the apparatus which is being altered or replaced in the case of a building which is more than 15 metres in height; or

(iii) 2 metres measured horizontally at its widest point or if greater the current horizontal measurement of the apparatus which is being altered or replaced;

(i) in the case of the installation of ground based apparatus, other than equipment housing or an antenna, the apparatus would exceed a height of 15 metres above ground level;

(j) in the case of the alteration or replacement of ground based apparatus already installed, other than equipment housing or an antenna, the apparatus would when altered or replaced exceed—

(i) the height of the existing apparatus; or

(ii) a height of 15 metres above ground level;

whichever is greater;

(k) in the case of the installation, alteration or replacement of any ground based apparatus other than—

(i) a mast;

(ii) a public call box;

(iii) any apparatus which does not project above the surface of the ground;

(iv) equipment housing; or

(v) any kind of antenna;

the ground or base area of the structure would exceed the ground or base area of the existing structure or 1.5 square metres, whichever is the greater;

(l) in the case of the installation, alteration or replacement of any apparatus on a dwellinghouse or within the curtilage of a dwellinghouse that apparatus—

(i) is not a small antenna; or

(ii) being a small antenna–

(aa) would result in the presence on that dwellinghouse or within the curtilage of the dwellinghouse of more than two such antennas;

(bb) is installed on a dwellinghouse so that the highest part of it would be higher than the highest part of the roof on which it would be installed; or

(cc) would face on to a road when installed on any part of a dwellinghouse in a conservation area;

(m) in the case of the installation, alteration or replacement of small antenna on a building which is not a dwellinghouse or within the curtilage of a dwellinghouse the development would—

(i) result in the presence of more than eight small antennas on a building;

(ii) result in the presence of more than two small antenna on a building in a conservation area; or

(iii) face on to a road when installed on any part of a building in a conservation area;

(n) in the case of the installation, alteration or replacement of an antenna system on a building or other structure (excluding a ground based mast) where the development is to be located more than 15 metres above ground level—

(i) any individual antenna exceeds 6 metres in height or 1.3 metres when measured horizontally;

(ii) the development would result in there being more than 5 antenna systems (other than small antennas) on the building or structure; or

(iii) the antenna system and its supporting apparatus exceeds 6 metres in height;

(o) in the case of the installation, alteration or replacement of an antenna system on a building or other structure (excluding a ground based mast) where the development is to be located fewer than 15 metres above ground level—

(i) any individual antenna exceeds 3 metres in height or 0.9 metres when measured horizontally;

(ii) the development would result in there being more than 4 antenna systems (other than small antennas) on the building or structure; or

(iii) the antenna system and its supporting apparatus exceeds 6 metres in height;

(p) it involves the construction of an access track of more than 50 metres in length.

Conditions A.2

(1) Class A(a) and A(c) development is permitted subject to the condition that any apparatus constructed, installed, altered or replaced on a building in accordance with that permission shall, so far as is practicable, be sited so as to minimise its effect on the external appearance of the building.

(2) Class A development is permitted subject to the condition that any apparatus or structure provided in accordance with that permission shall be removed from the land, building or structure on which it is situated as soon as reasonably practicable after it is no longer required for electronic communication purposes.

(3) Class A(b) development is permitted subject to the condition that—

(a) any apparatus or structure provided in accordance with that permission shall be removed from the land—

(i) at the expiry of 18 months from the commencement of the use permitted; or

(ii) when the need for that use ceases;

whichever is the earlier; and

(b) the land is restored to its condition before the development took place.

(4) In the case of Class A(a) development the developer shall, before commencing development consisting of the installation, alteration or replacement of a mast or antenna, give notice of the proposed development to any other person (other than the developer) who is an owner or occupier of the land to which the development relates—

(a) by serving the appropriate notice to every such person whose name and address is known to him; or

(b) where he has taken reasonable steps to

ascertain the names and addresses of every such person, but has been unable to do so, by local advertisement.

(5) Class A.1(a)(iii) development is permitted subject to the condition that the developer shall—

(a) except in a case of emergency give appropriate notice in writing to the council no fewer than 28 days before development is begun of the developer's intention to carry out such development; or

(b) in a case of emergency give appropriate notice of such development as soon as possible after the emergency begins.

(6) Class A(a) and A(b) development consisting of the installation, alteration or replacement of one or more antennas is permitted subject to the condition that the developer shall—

(a) except in a case of emergency give appropriate notice in writing to the council no fewer than 28 days before development is begun of the developer's intention to carry out such development; or

(b) in a case of emergency give appropriate notice of such development as soon as possible after the emergency begins.

(7) The notice referred to in sub-paragraphs 6(a) and (b) shall be accompanied by a declaration that the proposed equipment and installation is designed to be in full compliance with the requirements of the radio frequency public exposure guidelines of the International Commission on Non-ionising Radiation Protection, as expressed in EU Council recommendation of 12 July 1999 on the limitation of exposure of the general public to electromagnetic fields (1999/519/EC) (0Hz to 300 GHz).

(8) In the case of Class A(a) and A(b) development consisting of—

(a) the alteration of a ground based mast which would result in an increase in the height of the mast;

(b) the installation of apparatus on a building, other than equipment housing or an antenna system, which would result in the apparatus exceeding the height of the highest part of the existing building;

(c) the alteration or replacement of apparatus on a building, other than equipment housing or an antenna system, which would result in an increase in the height of the apparatus; or

(d) the replacement of a ground based mast;

on land within a safeguarding area identified on a safeguarding map relating to an aerodrome, technical site, meteorological technical site or military

explosives storage area is permitted subject to the condition that the developer shall give written notice—

(i) in relation to a safeguarding map issued or approved by the Civil Aviation Authority, to the owner or operator of the aerodrome or technical site identified on the safeguarding map;

(ii) in relation to a safeguarding map issued by the Secretary of State for Defence, to the Secretary of State for Defence; and

(iii) in relation to a safeguarding map issued by the Met Office, to the Met Office.

(9) The notice referred to in sub-paragraph 8 must—

(a) include—

(i) a grid reference (to at least 6 figures each of Eastings and Northings) and the elevation height of the site (to an accuracy of 0.25 metres above Ordnance Datum); and

(ii) where development is carried out in an emergency, the date development commenced or is to commence;

(b) be given—

(i) at least 28 days before development is to commence; or

(ii) where development is carried out in an emergency, as soon as possible after the emergency arises.

Interpretation of Part 18 A.3 For the purposes of Part 18—

"antenna system" means a set of antennas installed on a building or structure and operated in accordance with the electronic communications code;

"appropriate notice" means a notice signed and dated by or on behalf of the developer and containing—

(i) the name of the developer;

(ii) the address or location of the proposed development; and

(iii) a description of the proposed development (including its siting and appearance and the height of any mast);

"development ancillary to equipment housing" means the construction, installation, alteration or replacement of structures, equipment or means of access which are ancillary to and reasonably required for the purposes of equipment housing;

"electronic communications apparatus" has the same meaning as in the electronic communication code;

"electronic communications code" has the meaning assigned to it by section 106(1) of the Communications Act 2003;

"ground based mast" means a mast constructed on the ground either directly or on a plinth or other structure constructed for the purpose of supporting the mast;

"local advertisement" means by publication of the notice in a newspaper circulating in the locality in which the land to which the proposed development is situated;

"mast" means a structure erected by or on behalf of the developer for the support or housing of one or more antennas including a radio mast, radio tower, pole or other structure;

"small antenna" means an antenna which—

(i) operates on a point to multi-point or area basis in connection with an electronic communications service;

(ii) may be variously referred to as a femtocell, picocell, metrocell or microcell antenna;

(iii) may include small-area wireless access points;

(iv) does not, in any two dimensional measurement, have a surface area exceeding 5000 square centimetres; and

(v) does not have a volume exceeding 50,000 cubic centimetres;

and any calculation for the purposes of paragraphs (iv) and (v) is to include any power supply unit or casing but excludes any mounting, fixing, bracket or other support structure;

"small-area wireless access point" means low-power wireless network access equipment of a small size operating within a small range, using licenced radio spectrum or licence-exempt radio spectrum or a combination thereof, which may be used as part of a public electronic communications network, which may be equipped with one or more low visual impact antennae, and which allows wireless access by users to electronic communications networks regardless of the underlying network topology, be it mobile or fixed."

SCHEDULE 4

Article 2(3)(f)

AMENDMENTS TO PART 34 OF THE SCHEDULE TO THE PLANNING (GENERAL PERMITTED DEVELOPMENT) ORDER (NORTHERN IRELAND) 2015

Amendments in relation to shops, financial or professional services establishments

4.—(1) In Part 34 of the Schedule (shops, financial or professional services establishments), Class A is amended as follows.

(2) In paragraph A.1(a)(i) for 25% substitute 50%.

(3) In paragraph A.1(a)(ii) for 50 substitute 100.

5. After Class C insert—

"**Class D**

Permitted development	**D.**	**Development of modification of a loading bay of a shop.**
Development not permitted	D.1.	Development is not permitted by Class D if— (a) the size of the original loading bay, when measured in any dimension, would be increased by more than 20%; (b) the development would be within the curtilage of a listed building unless listed building consent has previously been granted; (c) the development would be within a conservation area, a World Heritage Site, an area of special scientific interest or a site of archaeological interest.
Conditions	D.2.	Development is permitted by Class D subject to the condition that the materials used must be of a similar appearance to those used in the construction of the exterior of the shop.
Interpretation of Class D	D.3.	For the purposes of Class D— "goods vehicle" has the same meaning as the meaning given in Article 2 of the Road Traffic (Northern Ireland) 1981; "loading bay" means any facility, including vehicle ramps, for the loading or unloading of goods vehicles; "shop" means a building used for any purpose within Class A1 of the Schedule to the Use Classes Order."

EXPLANATORY NOTE

(This note is not part of the Order)

This Order amends the Planning (General Permitted Development) Order (Northern Ireland) 2015 ("the 2015 Order").

Schedule 1 of this Order inserts a new Class D, Class E and Class F into Part 3 (Minor Operations) of the Schedule to the 2015 Order. Class D, and Class E, permit the installation of wall mounted, and freestanding, electric vehicle charging points in off-street parking areas. Class F permits the replacement of an existing (lawful), freestanding, on-street electric vehicle charging point.

Part 16 (Mineral Exploration) of the Schedule to the 2015 Order describes mineral exploration development in respect of which no specific application for planning permission is needed as permission is granted by Article 3 of that Order.

Schedule 2 to this Order amends by substitution Part 16 of the Schedule to remove permitted development rights for petroleum exploration.

Part 18 (Development by electronic communications code operators) of the Schedule to the 2015 Order describes development by electronic communications code operators in respect of which no specific application for planning permission is needed as permission is granted by Article 3 of that Order.

Schedule 3 of this Order amends by substitution Part 18 of the Schedule to expand the scope of that permitted development.

Schedule 4 of this Order amends Part 34 (Shops, Financial and Professional Service Establishments) of the Schedule to the 2015 Order to expand the scope of that permitted development.

A regulatory impact assessment has been prepared in relation to this Order. A copy may be obtained from the Department for Infrastructure, Clarence Court, 10-18 Adelaide Street, Belfast BT2 8GB or accessed at www.infrastructure-ni.gov.uk

The Explanatory Memorandum is available alongside the Order on the government's website www.legislation.gov.uk.

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Lisburn & Castlereagh City Council

Committee:	Regeneration & Growth Committee
Date:	7 March 2024
Report from:	Head of Economic Development

Item for:	Noting
Subject:	Labour Market Partnership (LMP) Action Plan 2023-2024 Update

1.0 **Background and Key Issues**

1. An underspend in the region of £33,000 has been identified under the current Labour Market Partnership Programme. This is as a consequence of (1) favourable procurement outcomes against predicted budgets and; (2) from a small number of programme non-completers.

2. The Lisburn Castlereagh LMP is reluctant to apply for an easement and does not wish to lose this critical funding which will support residents to improve their employment outcomes across the Council area. The Lisburn Castlereagh LMP has therefore reallocated the identified underspends into the following programmes:

Repeat of Female Returners Programme – Classroom Assistants (Strand 1)

3. Strand 1 of the Female Returners Programme was successfully delivered by the Lisburn Castlereagh LMP in November 2023. Demand for this programme was very high with 31 applications received for 10 placements. All 10 people completed the programme and 90% have entered into employment. The total cost to deliver this programme is £7,900, charged at a rate of £790 per participant.

Digital Academy

4. The Lisburn Castlereagh LMP piloted a Digital Academy for 15 participants, however the programme has proved very successful to date and has received a high volume of applications. Following negotiations with the delivery agent, they are willing to repeat the programme for another cohort of 15 candidates on the reserve list at a reduced cost of £1,621 per person, this includes all certification, training and mentoring. This cost is based on the current pricing schedule that was submitted to Lisburn & Castlereagh City Council, excluding marketing, recruitment and course development, which represents cost savings to the Council.

Transport Academy

5. The Transport Academy, which will provide participants with either their Category C HGV Licence or Category D Bus Licence, initially had funding for 30 places. Following on from interviews with prospective candidates, a total of 42 eligible applicants were offered a place on the programme. This programme is funded

collaboratively by DfC through the Labour Market Partnership and the Council's DEA reserves.

SIA Academy

6. DfC identified an easement budget surrendered from other LMPs. In response to a call from the Department for bids to reallocate this budget within local LMPs, Lisburn Castlereagh LMP made a bid for an additional £11,500 to deliver an SIA Academy (Security Industry Authority). The bid also included a request for an additional £20,000 towards staff and administration costs. DfC advised that any bids submitted were on the basis that they had the ability to achieve full operational delivery by the 31 March 2024.

7. The Lisburn Castlereagh LMP has had a rising number of enquiries regarding SIA licences. A SIA licence is a legal requirement for anyone undertaking a private security role within the UK.

8. It is anticipated that the course will be delivered to a group of 10 participants, requiring a budget of £11,500 to assist with programme delivery and marketing.

9. As per the Funding Agreement, these changes were approved by DfC on 12th February 2024 through the Change Control Procedure.

2.0 **Recommendation**

It is recommended that Members note the above changes to the programme budget.

3.0 **Finance and Resource Implications**

A funding contract from DfC for £361,738.53 has been received to support the administration and operational costs associated with the LMP for the period 1 April 2023 to 31 March 2024. This represented a £100,000 shortfall in the budget profile submitted to DfC as part of the LMP Action Plan 2023/24. It was subsequently agreed that the Council would match-fund the shortfall from a budget allocated for Employability and Skills activity.

If the easement bid is successful, it will result in potential additional funding to the value of £31,500 from DfC.

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

4.1	Has an equality and good relations screening been carried out?	Yes
4.2	Brief summary of the key issues identified and proposed mitigating actions **or** rationale why the screening was not carried out It has been concluded that a detailed equality impact assessment is not necessary as all the potential impacts identified are minor and positive.	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	Yes

4.4	Brief summary of the key issues identified and proposed mitigating actions **or** rationale why the screening was not carried out. The LMP has been developed in order improve employability conditions for those who are economically inactive or unemployed regardless of their urban / rural location.	

Appendices:	N/A

Lisburn & Castlereagh City Council

Committee:	Regeneration & Growth Committee
Date:	7 March 2024
Report from:	Head of Planning and Capital Development

Item for:	**Decision**
Subject:	Department for Infrastructure (DfI) A Call for Evidence of the Strategic Planning Policy Statement (SPPS) on the Issue of Climate Change

1.0 **BACKGROUND**

1. The Department for infrastructure has launched a call for evidence which is part of the process of gathering the necessary information to inform a focussed review of the SPPS in relation to Climate Change and the options and scope for it. Deadline for responses is 5pm on Thursday 28 March 2024.

2. Since the SPPS was published in 2015, tackling climate change has become a legislative requirement and it is a priority consideration of the work and functions of DfI, other departments and the wide public sector.

3. The primary purpose of the Call for Evidence is to engage with stakeholders on the proposed areas of focus for a review of the SPPS and to invite the submission of evidence. The information gathered will be considered by the Department and will help inform any decision by a future minister on a review of the SPPS and options for it.

4. It is essential that polices contribute to the greenhouse gas emission reduction to meet the target of net zero carbon emissions by 2050.

5. Should the outcome for this Call for Evidence lead to a decision to formally review the SPPS, such a focused review could seek to update and bring forward new and revised policies on Climate change on:
   - The purpose of planning
   - Furthering sustainable development (including mitigating and adapting to climate change and the importance of Ecosystem Services) and
   - The Core principles pf the two-tier planning system

6. The planning system has a key role to play in guiding, encouraging, and promoting a more sustainable and integrated approach to land use and infrastructure development and looking for innovative and

locally agreed solutions to the challenges faced in terms of climate change.

Current position

7. LCCC's Plan Strategy was adopted on 26th September 2023. It is important to highlight that it was prepared taking account of the SPPS. This is in line with paragraph 5.16 of the SPPS where it states that: "*In preparing LDP's* councils *must take account of the RDS 2035, The Sustainable Development Strategy for Northen Ireland, the SPPS and any other policies or advice in guidance issued by the Department.'*

8. It is therefore critical that any revision to the SPPS must not substantially deviate from the original version as it could mean the policies in the Plan Strategy will appear 'out of date' and incompatible with the current wording. It can however be updated to provide the targets in line with legislation.

9. The timing of this consultation is unfortunate given that the 11 Councils in NI are in the process of preparing their Local Development Plans. As of the date of this consultation, three Councils have already adopted their Plan Strategies. As you are aware, those that have been prepared have been in line with the current SPPS.

10. The Department has highlighted in their papers that the following work streams are of relevance in the context of climate change and this is acknowledged.

Water (Flood Risk Management)

11. More frequent and extreme weather events are indicative of our changing climate. These occurrences demonstrate how vulnerable Northern Ireland's built and natural environment is to these extreme climate variables such as heatwaves, wind/storms, floods, and sea level/surges. These events particularly flooding events, present increased disruption to, and pressure on, infrastructure networks and services including drainage, sewerage, digital, energy, road and rail infrastructure, water resources and can have a detrimental impact on the economy, environment, and communities.

12. In order to manage flood risk, mitigation is key in attempting to decrease the risk in the first place. A key area in the Department's work is to advise Council planning authorities in relation to flood risk for new development. This is done through its role as a statutory consultee in the planning process, having regard to the SPPS.

Transport

13. Transport has been identified as a key sector that will be required to decarbonise by 2050 to help manage climate change. In response, the Department is developing a new "Transport Strategy for Northern Ireland (TSNI) which will set the new approach for the transport system in order to get to net zero carbon emissions by 2050.

14. A suite of transport plans are being developed in an integrated manner with DfI and local Councils. These transport plans will set out the framework for the transport policy and investment decision up to 2035. The plans will build on the priorities set out in the TSNI and set out the future development of our road, public transport and active travel networks.

Planning

15. Beyond the ongoing work to finalise the review of regional strategic policy for renewable and low carbon energy, it is important to consider the current policy framework provided for by the SPPS in relation to climate Change and if this remains appropriate.

LCCC Plan Strategy 2023 - Strategic Policy 01 – Sustainable Development

16. The opening paragraph of the Strategic Policy 01 Sustainable Development in the Plan Strategy highlights that the plan will support development proposals which further sustainable housing growth; promoting balanced economic growth; protecting and enhancing the historic and natural environment; mitigating and adapting to climate change and supporting sustainable infrastructure.

17. This Strategic Policy recognises that there is a need to reduce emissions of greenhouse gases and to respond to the impacts brought about by climate change, such as promoting sustainable patterns of development and avoiding development in area at risk from flooding.

18. Attached (**see Appendix**) are the questions posed by DfI and the proposed responses to be issued in the call for evidence.

2.0 **Recommendation**

It is recommended that Members consider and agree the draft responses to the seven questions put forward by DfI in relation to the call for evidence for climate change and the SPPS, and to delegate authority to officers to allow the response to issue within the specified timescale based on the appended draft responses.

3.0	**Finance and Resource Implications** N/A	
4.0	**Equality/Good Relations and Rural Needs Impact Assessments**	
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 **or** rationale why the screening was not carried out This is a report advising of a DfI Consultation on the SPPS on Climate Change and 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 **or** rationale why the screening was not carried out. This is a report advising of a DfI Consultation on the SPPS on Climate Change and not required.	

Appendices:	Appendix 5 – Proposed responses to the seven questions posed by DfI in relation to the Call for Evidence of the Strategic Planning Policy Statement (SPPS) on the Issue of Climate Change

Seven questions posed by DfI, and proposed responses, in relation to A Call for Evidence in relation to Strategic Planning Policy Statement (SPPS) on the Issue of Climate Change

Question 1

Can you provide any evidence on how and why the department should update, revise, and improve "the purpose of planning' as contained within the SPPS so that it is fit for purpose and suitable future proofed to appropriately support the climate change addenda going forward? Please detail.

Paragraphs 2.1 – 2.4 of the SPPS detail purpose of planning. LCCC are content that the objectives are still relevant. However, the issue of achieving new carbon reduction to address climate change is not mentioned in the text. Mitigating and Adapting to Climate Change to include achieving new carbon reduction by 2050 could be added to the overall objective of the planning system in paragraph 2.1.

Paragraph 2.1 in SPPS states that furthering sustainable development and improving well being is an objective of the planning system. This would seem an obvious place to add in the text on climate change.

Question 2

Can you provide any evidence on how and why the Department should update, revise, and improve 'Furthering Sustainable Development' (including Mitigating and Adapting to Climate change and the Importance of Ecosystem Services) in order to better support Climate change agenda? Please detail.

LCCC recognises that the 3 pillars of sustainable development (as detailed in paragraph 3.3 of the SPPS) are crucial for sustainable development in formulating policies and plans and in determining planning applications. Strategic Policy 01 (SP01) from the Plan Strategy deals with this.

However, managing climate change to achieve net carbon reduction is not specifically mentioned as a commitment or indeed priority. It would seem logical to include it in paragraph 3.3 'on the environment'.

Question 3

Can you provide any evidence on how and why the Department should update, revise, and improve the 'Core Planning Principles' on order to better support the climate Change agenda? Please detail.

The 5 core principles of the two tier planning system are:

- Improving health and Well-being;
- Creating and Enhancing Shared Space;
- Supporting Sustainable Economic Growth;

- Supporting Good Design and Positive Place Making; and
- Preserving and improving the Built And natural Environment.

LCCC consider the 5 core principles to still be relevant. The Planning Strategy deals with these core principles under SP02-SP06.

Question 4

Can you provide any evidence on how and why the Department should update, revise, and improve the subject policy 'Flood Risk' as set out in the SPPS, in order to better support the Climate change agenda. Please detail.

Recent events and flooding have had a catastrophic impact on our built and natural environment and undoubtedly climate change is a significant contributing factor along with a continued deficit in forward planning for mitigating the impact of this change through infrastructural improvements. LCCC accepts that paragraphs 6.99 – 6.103 are still relevant in terms of flood risk. The Plan Strategy deals with Flooding in SP24 and Operational polices FLD1-FLD5. Additionally Sustainable drainage systems (SuDS) are encouraged under Operational Policies HOU4, FLD3 and FLD4.

Question 5

Can you provide any evidence on how any why the Department should update, revise, and improve the subject policy 'Transportation ' as set out in SPPS, in order to better support the climate change agenda? Please detail.

Paragraphs 6.293-6.296 of the SPPS deal with Transportation. LCCC are of the view that Transportation is a major factor in contributing to climate change.

There should be a continued emphasis on modal shift to sustainable transport systems being a priority and not simply encouraged.

The Plan Strategy deals with Transportation Infrastructure under SP20 and operational policy TRA8. It specifically refers to the role that Active Travel has in mitigating against Climate change. Sustainable patterns of transport are key to reducing the need for motorised vehicles.

Question 6

Can you provide any evidence on how and why the Department should update, revise and improve the subject policy 'Development in the Countryside' a set out in the SPPS, in order to better support the Climate change agenda. Please detail.

Paragraphs 6.61 – 6.65 set out that the countryside is recognised as one of our greatest assets and that it offers potential for sustainable growth in new sectors.

Paragraph 6.62 further adds that to maintain and enhance the attractiveness of countryside as a place to invest, live and work, the Countryside requires a

sustainable approach to new development, consistent with the Regional Development Strategy (2035).

The Plan Strategy deals with Development in the Countryside under SP09 and Operational Policies COU1- COU16.

LCCC Plan strategy aligns with paragraphs 6.66-6.78 of the SPPS and therefore considers it is not necessary to amend or update this section.

Question 7

In light of the declared climate emergency and the requirements of the Climate Change Act (Northern Ireland) 2022, can you provide any other evidence on how and why the Department should update, revise and improve the SPPS to better support the Climate change agenda? Please detail.

In the current times, it is vital that the Department fully supports the climate change agenda.

The Climate Change Act (Northern Ireland) 2022 received Royal Assent on 6 June 2022 and sets out the legal framework for tackling climate change by reducing green-house gas emissions for decades to come in Northern Ireland.

LCCC would re emphasis that any updated SPPS should reflect the legislation that has come into effect and the revised carbon emission target. It would seem logical that the revised targets are updated in any revision to the SPPS.

Lisburn & Castlereagh City Council

Committee:	Regeneration and Growth Committee
Date:	07 March 2024
Report from:	Head of Planning and Capital Development

Item for:	Decision
Subject:	Local Development Plan 2032 Revised Timetable

1.0 **Background**

The Council's Local Development Plan 2032, Plan Strategy, was adopted following resolution by full Council on 26 September 2023. At that time, work commenced on the Local Policies Plan (LPP), including a revision to the LDP timetable.

In accordance with the Planning Act (NI) 2011 and regulation 5 of the Planning (Local Development Plan) Regulations (Northern Ireland) 2015, the Council must consult the Planning Appeals Commission (PAC) and appropriate consultation bodies, on the revision to the LDP timetable and, in accordance with regulation 6 it must provide indicative dates for the publication and adoption of its LPP. The timetable must be submitted to the Department for Infrastructure (DfI) following its approval by resolution of the Council in accordance with regulation 7.

The revised LDP timetable is attached (see Appendix).

Key Issues

Members should be aware of the following potential risks/delays:

Delays outwith the Council may affect production of the Plan in accordance with the timetable, for example in respect of the following issues:

- Delays in appointment of consultants if there is market failure
- Delays post-submission of the development plan documents to the Department for Infrastructure
- Delays to the Independent Examination process - there is currently a backlog of Examinations, and the PAC has advised that they will not be at full operational capacity until 2028.

In the event of a significant delay that would affect the production of the Plan, in accordance with the published Timetable, another revision to the Timetable may be necessary including consultation with Members and approval by the Department.

2.0 **Recommendation**

Members are asked to consider and agree the revised timetable, including indicative dates for publication and adoption of the LPP. This will allow consultation with the PAC and the other consultation bodies with an interest in the plan making process, in advance of seeking approval from DfI.

3.0	**Finance and Resource Implications** There are no finance or resource implications within this year as it is proposed to take forward the emerging policies for the next stage of the land use policies at a local level using in-house resource. Specialist advice may be required in years two and three of the plan programme. Future bid for non-recurring revenue sources will be made.	
4.0	**Equality/Good Relations and Rural Needs Impact Assessments**	
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 **or** rationale why the screening was not carried out This is a report seeking approval to update the LDP Timetable. EQIA 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 **or** rationale why the screening was not carried out. This is a report seeking approval to update the LDP Timetable. RNIA not required.	

Appendices:	Appendix 8 - Local Development Plan 2032 Revised Timetable

Lisburn & Castlereagh City Council

Local Development Plan

TIMETABLE

May 2024

Getting in Touch

Should you have a planning query, you can contact the Council's Planning Unit in the following ways:

By email to: planning@lisburncastlereagh.gov.uk

By post to:
Planning Unit,
Lisburn & Castlereagh City Council,
Civic Headquarters,
Lagan Valley Island,
Lisburn,
BT27 4RL.

By telephone on: 028 9250 9250

To ensure all consultation documents are accessible to everyone, Lisburn & Castlereagh City Council, on request, will take all reasonable steps to provide documents in alternative formats and in minority languages to meet the needs of those who are not fluent in English.

1.0 Introduction

1.1 The purpose of this Timetable is to set out the key stages and the indicative timeframe for the production of Lisburn & Castlereagh City Council's new **Local Development Plan 2032** (LDP).

1.2 The Timetable meets the legislative requirements of the Planning Act (Northern Ireland) 2011 and the Planning (Local Development Plan) Regulations (Northern Ireland) 2015. In addition it has been approved by resolution of the Council and agreed with Central Government[1] in accordance with Regulation 7 of the Planning (Local Development Plan) Regulations (Northern Ireland) 2015.

2.0 Purpose of the Local Development Plan

2.1 The purpose of the Lisburn & Castlereagh City Council LDP is to inform the public, statutory authorities, developers and other interested parties of the policy framework and land use proposals that will implement the strategic objectives of the Regional Development Strategy and guide development decisions within the Council area up to 2032.

2.2 The LDP will be prepared within the context of the Council's Corporate Plan and will take account of the Council's Community Plan to enable us to plan positively for the future of our Council area. It will ensure that lands are appropriately zoned and that our infrastructure is enhanced to develop the Council area for future generations.

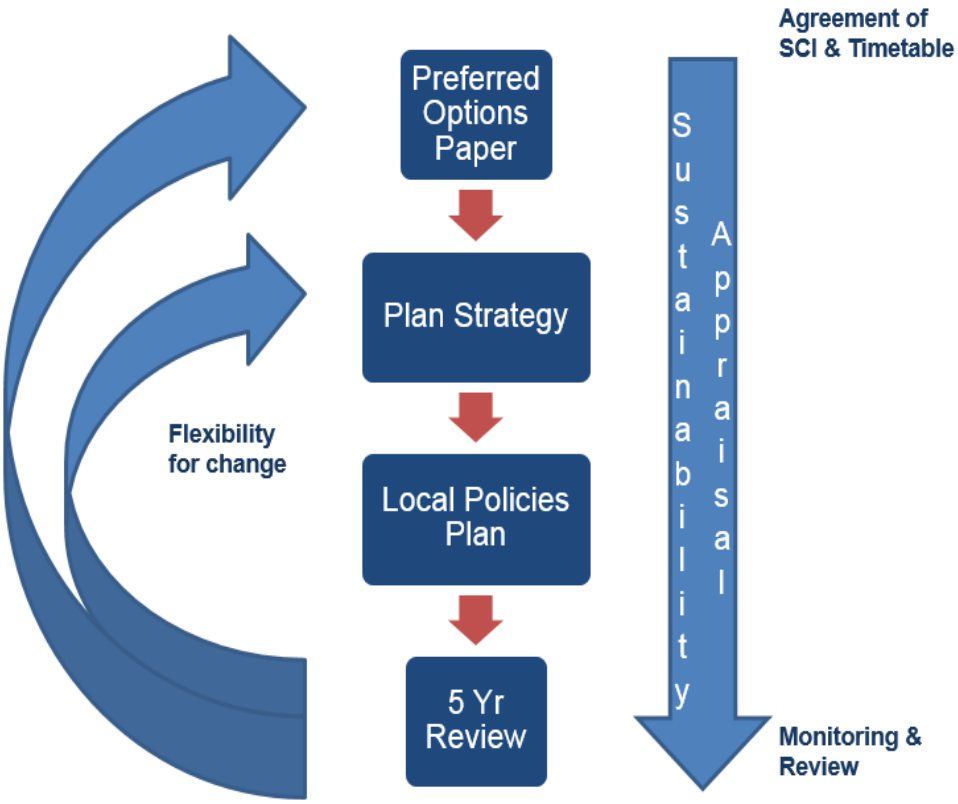
2.3 The LDP must also take account of the regional policy context set by the Northern Ireland Executive and Central Government Departments. This includes, amongst others, the Sustainable Development Strategy, the Regional Development Strategy and the Strategic Planning Policy Statement.

3.0 Status of the Local Development Plan

3.1 The new Local Development Plan for the Council will replace the range of current extant Development Plans for the Lisburn & Castlereagh City Council area.

[1] Department for Infrastructure

3.2 Following publication of the Preferred Options Paper, the Plan is produced in two parts consisting firstly of a Plan Strategy followed by a Local Policies Plan. The Plan Strategy will set the aims, objectives, growth strategy and strategic policies applicable to the Plan Area. The Local Policies Plan will provide site specific policies and proposals, including settlement limits, land use zonings and environmental designations.



3.3 The Council will undertake an ongoing process of **Sustainability Appraisal** which will run parallel to the preparation of the Preferred Options Paper, Plan Strategy and Local Policies Plan. An integral part of the Sustainability Appraisal is the **Strategic Environmental Assessment (SEA)** which will examine the environmental effects of the LDP proposals. The Sustainability Appraisal process aims to ensure that the policies and proposals in the LDP are socially, economically and environmentally sustainable. Relevant reports will be published at each of the key stages of the plan making process which will all be made available online.

4.0 The Timetable

4.1 The Timetable (Revision 3) provides indicative dates for a number of key stages in the production of the Lisburn & Castlereagh City Council Local Development Plan. These stages are set out in calendar year quarters and a brief summary is provided below. The full Timetable is set out on Pages 8-9.

STAGE 1

- **Statement of Community Involvement** – This sets out how the Council intends to engage with the local community during the preparation of our new LDP.
- **Preferred Options Paper -** The Preferred Options Paper (POP), published in March 2017 is a public consultation document which sets out the key plan issues for the Council area and the preferred options available to address them. A Public Consultation Report (published September 2017) containing an overview of the key issues raised during the public consultation period is available to view here.

STAGE 2

- **Draft Plan Strategy -** The draft Plan Strategy was published for informal public consultation on 11 October 2019 followed by formal consultation on 8 November 2019 to 10 January 2020. This document provides an indication of the Council's strategic land use intentions in relation to the future development of the Council area and provides the overarching policy framework.
- **Independent Examination -** An Independent Examination of the draft Plan Strategy was held between March-May 2022 to determine the ***soundness***[2] of the draft Planning Strategy, taking into account any representations or counter representations. Following the Independent Examination, an Advisory Report of its findings was issued to Central Government on 30 November 2022
- **Binding Report** – following consideration of the Advisory Report, Central Government issued a Binding Report to the Council on 28 June 2023. The Council incorporated the changes outlined in the Binding Report into the Plan Strategy.
- **Adoption of Plan Strategy-** Following the Independent Examination, and direction from the Central Government, the Plan Strategy was formally adopted by the Council on 26 September 2023.

STAGE 3

- **Local Policies Plan** - The Local Polices Plan is the final document comprising the LDP. The draft Local Polices Plan is a public consultation document and will contain the Council's detailed land use proposals in relation to the future development of the Council area.
- **Independent Examination** - An Independent Examination will be held to determine the ***soundness*** of the draft Local Policies Plan, taking into account any representations or counter representations. Following the Independent

[2] See Development Plan Practice Note 06 Soundness, DfI

Examination, an Advisory Report of its findings will be issued to Central Government.

- **Binding Report** - following consideration of the Advisory Report, Central Government will issue a Binding Report to the Council. The Council must incorporate any changes outlined in the Binding Report into the Local Polices Plan.
- **Adoption of Local Policies Plan** - Following the Independent Examination and direction from Central Government, the Local Polices Plan will be formally adopted by the Council.

STAGE 4

- **Monitoring & Review of LDP** - The LDP will be reviewed every 5 years following adoption of the LPP.

4.2 In addition to undertaking a **Sustainability Appraisal** (incorporating Strategic Environmental Assessment (SEA)), the Council is also required to carry out a number of assessments to accompany preparation of the LDP including:

- **Habitats Regulations Assessment (HRA)** for the LDP to consider the potential impact of LDP policies and proposals on European nature conservation sites.
- **Equality Impact Assessment** for the LDP to consider if the LDP is likely to have an impact on different sections of the community and any mitigating measures required as a result.

5.0 Delivery of the Local Development Plan

5.1 Meeting the attached timetable is dependent upon Member involvement, adequate resourcing and careful risk management.

5.2 A **Steering Group** and **Project Management Team/Stakeholder Group** has been established, to oversee the development of the LDP, the former comprising of the relevant Council Committees, and the latter being Senior Council Officers and representatives from the key Statutory/non-statutory consultees.

5.3 The Council and Central Government will be informed as necessary on progress in meeting the Timetable.

5.4 Progress reports on the LDP will be submitted regularly to the relevant Council Committees.

6.0 Review

6.1 In the event that the Plan Timetable requires amendment, the Council has the power under the Planning Act 2011 to publish a revised Timetable. Any amendments will be publicised and made available on the Council's website at www.lisburncastlereagh.gov.uk following the agreement of Central Government.

Lisburn & Castlereagh City Council Local Development Plan Timetable

Key Stages	Key Actions	Detail	Timescale
1 Plan Preparation	**Agree and publish Statement of Community Involvement**	Informal Community Engagement carried out for 8 week period (last quarter 2015)	**Q2 2016**
	Agree and publish Timetable for LDP	- Consult PAC and other consultation bodies; - Seek agreement with DfI following Council approval of timetable (4 weeks)	**Q3 2016**
	Utilise Evidence Base in consultation with statutory consultees and key stakeholders	Commission specific studies required; - Identification of key issues with relevant statutory consultees and key stakeholders; - Consult with Consultation Bodies on scope of Sustainability Appraisal (SA); - Initial EQIA and HRA Screening; - Consult with Council in advance of publication	**Q4 2016**
	Publish Preferred Options Paper with Sustainability Appraisal Interim Report	Publish SA Scoping and Interim Reports; - Minimum 8 week statutory consultation period - Input representations on LDP database	**Q1 2017**
	Consider responses to POP	Prepare Public Consultation Report	**Q3 2017**
2 Plan Strategy	**Preparatory Work**	Survey and analysis Procurement process for independent experts	**Q4 2018 - Q2 2019**
	Publish Draft Plan Strategy with Sustainability Appraisal Report (incorporating SEA)	Publish Draft Plan Strategy & Associated documents for informal viewing – 4 weeks* - 8 week statutory consultation period for representations; - 8 week statutory period for counter representations; - Consideration of representations (including summary of main issues) - Consideration of any focussed or minor changes *Includes SA Report, draft Habitats Regulations Assessment, EQIA and Rural Proofing;	**Q3 2019 - Q4 2020**
	Soundness Based Independent Examination	- Submit documents to Department for IE; - Advisory Report from PAC sent to DfI; - DfI issues Binding Report to Council;	**Q1 2021 - Q2 2023**
	ADOPTION OF PLAN STRATEGY	- Council considers Binding Report - Changes made to finalise Plan Strategy - Publish Sustainability Appraisal Adoption Statement (incorporating SEA); - Publish Habitats Regulations Assessment, EQIA and Rural Proofing	**Q3 2023 - 26th Sept 2023**

3 Local Policies Plan	**Preparatory Work**	Survey and analysis Procurement process for independent experts	**Q4 2023 – Q2 2025**
	Publish Draft Local Policies Plan with Sustainability Appraisal Report (incorporating SEA)	Publish Local Policies Plan & Associated documents for informal viewing – 4 weeks* - 8 week statutory consultation period for representations; - 8 week statutory period for counter representations; - Consideration of representations (including summary of main issues) - Consideration of any focussed or minor changes *Includes SA Report, draft Habitats Regulations Assessment, EQIA and Rural Proofing;	**Q3 2025 – Q3 2**
	Soundness Based Independent Examination	- Submit documents to Department for IE; - Advisory Report from PAC sent to DfI; - DfI issues Binding Report to Council;	**Q4 2026 – Q2 2028**
	ADOPTION OF LOCAL POLICIES PLAN	- Council considers Binding Report - Changes made to finalise Local Policies Plan - Publish Sustainability Appraisal Adoption Statement (incorporating SEA); - Publish Habitats Regulations Assessment, EQIA and Rural Proofing	**Q3-Q4 2028**
4 Monitoring and Review	**Monitoring and Review of Local Development Plan**	Annual Monitoring including Housing Monitor Reports and Employment Land; - 5 and 10 year review leading to commencement on a replacement LDP	**Ongoing**

Lisburn & Castlereagh City Council

Committee:	Regeneration and Growth Committee
Date:	7 March 2024
Report from:	Director of Regeneration and Growth

CONFIDENTIAL REPORT

Reason why the report is confidential:	Information relating to the financial or business affairs of any particular person (including the Council holding that information).
When will the report become available:	
When will a redacted report become available:	***Once all documents are signed and sealed***
The report will never become available:	

Item for:	Decision
Subject:	Acquisitions, Disposals and Estates Update

1.0 **Background and Key Issues**

Background

1. There are a number of Estates Matters for Members' consideration and approval. Some of these relate to extensions of leases to accommodate the current leases having access to funding from Peace Plus and Levelling Up and the like. This composite report deals with a number of the specifics for each acquisition and disposal.

Key Issues

Hilden Primary School - Disposal

1. Attached (**see Appendices**) are the draft Lease and Development Agreement between the Council's tenants and funding partners for the continued operation of the facility. The lease is for a period of 25 years [redacted]. The tenant will be responsible for all day to day repairs to the building both internally and externally and the Council retains responsibility for major structural elements/services and their renewals.

2. The agreement and the project is supported by a business case that has been approved in Leisure and Community Services Committee. The asset diverts back to the Council in any default scenario. During the lifetime of the operation the Council retains access rights to the facilities, with reasonable notification, in order to protect the Council's interest in the property.

3. There are provisions within the development agreement for cost control by independent quantity surveyor. The project delivery will be overseen by an officer project board and be subject to scrutiny by the third party funder. The principal funder for the project is Heritage Lottery.

4. The tenant is committed long term to this project and does not have any options to break during the 25 year term. They are committing [redacted] towards internal finishes and fittings.

5. Should Members be minded to accept the lease as outlined, the lease and agreement for lease will be presented to Council's March meeting for signing and sealing. An invitation to tender will then be advertised on E-Tenders NI for the appointment of a contractor to commence refurbishment works of the former school property.

Manor Park NIE Sub-Station

6. Further to the report to Committee in October 2023, terms have now been agreed with NIE Networks for the new electricity sub-station at Manor Park, adjacent to the Leisure Plex.

7. The terms are for a new 99 year lease from 1 March 2024 subject to a one off premium of [redacted]. The value of this premium has been supported by Land and Property Services.

8. A copy of the draft lease is attached (**see Appendix)** for approval.

Open Space land at Ashmount Gardens (Hillhall)

9. An area of land (Ashmount) to the North of Ashmount Gardens in Hillhall Estate, runs parallel with the towpath along the River Lagan, is approximately 4 acres and runs from the rear of Barbour Nursery School to Blue Bridge (**see Appendix**). This open green space is not used by the Council in any capacity but is maintained by the Parks & Amenities team.

10. The area is used annually for a cultural event in July by the local community.

11. Under the Councils Acquisition and Disposal Policy, this is an open space which is surplus to requirements and falls under the following parameters set out in the policy and therefore could be utilised better by the community.
    - It makes no contribution to the delivery of the Council's services
    - It is not adjacent to a larger area of land or property in the ownership of the Council
    - Is surplus to requirements or under-utilised by the respective service or those of other Council departments.
    - Its disposal would help facilitate the achievement of the Council's Corporate Plan objectives
    - All or part of the property or land is vacant and is likely to remain so for the foreseeable future

12. An unsolicited approach from a community group has been presented to our Assets Service Unit, for consideration in leasing the land.

13. Should Members agree with the recommendation, an Expression of Interest (EoI) process will be undertaken to allow community groups the opportunity to acquire the land in full or part subject to a draft lease.

14. This opportunity would afford the local community to avail of ownership and responsibility for developing a useful asset to meet community need subject to due process.

Laurelhill 3G Pitch – Acquisition

15. Members should note the Lease and Development Agreement in relation to the development of a new 3G sports pitch at Laurelhill Community College has been progressed to a position for signing. This has been presented to February Council for signing and sealing. There is delegated authority in place for the progressing of the same to allow works to commence on site in March.

16. A licence which deals with the operations of the pavilion and 2G pitch will be completed in due course. [redacted] Discussions with EA regarding this are on-going in terms of the previous licence arrangements with a proposal that as per the agreed heads of terms we take responsibility for the maintenance elements impacted by our patrons but not the asset structures.

2.0 **Recommendation**

It is recommended that Members consider and agree:

1. **Hilden Primary School**
   The draft Lease and Development Agreement associated with the redevelopment of this facility and that the completed agreements are brought forward for signing at Council's March meeting.

2. **Manor Park**
   The draft lease with NIE and that the completed agreement is brought forward for signing at Council's March meeting.

3. **Ashmount Gardens**
   To approve this area of land surplus to requirements and the matter to be progressed in line with the relevant policy for consideration of a community asset transfer.

4. **Laurelhill**
   To note the update provided.

3.0	**Finance and Resource Implications** 1. Hilden Primary School: Costs associated with this lease will form part of the capital project expenditure. 2. Manor Park Substation: An income of [redacted] will be received by the Council.	
4.0	**Equality/Good Relations and Rural Needs Impact Assessments**	
4.1	Has an equality and good relations screening been carried out?	Yes
4.2	Brief summary of the key issues identified and proposed mitigating actions **or** rationale why the screening was not carried out 1. Hilden Primary School: The refurbishment and letting of the building for community use will bring employment opportunities and much needed facilities to the local area. 2. Manor Park: The relocation and up-grading of the electrical sub-station will improve the electrical supply to many households in the surrounding area.	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	Yes
4.4	Brief summary of the key issues identified and proposed mitigating actions **or** rationale why the screening was not carried out. 1. Hilden Primary School: The refurbishment and letting of the former Hilden primary School will not have any adverse effect on the rural community. 2. Manor Park: The relocation and up-grading of the electrical sub-station will not have any impact on the rural community.	

Appendices:	Appendix 1a and 1b – Hilden Draft Lease and Development Agreement Appendix 1c – Manor Park Draft Lease Appendix 1d – Map open space at Ashmount Gardens

DATED the day of 2024

LISBURN AND CASTLEREAGH CITY COUNCIL (1)

[redacted] **(2)**

LEASE OF THE LAND AND BUILDINGS KNOWN THE FORMER HILDEN PRIMARY SCHOOL, HILDEN, LISBURN, CO ANTRIM

[redacted]

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[redacted]

THIS Lease is made on 2024

BETWEEN:-

(1) **LISBURN AND CASTLEREAGH CITY COUNCIL** whose office is situate at Civic Headquarters Lagan Valley Island, Lisburn, Co. Antrim, BT27 4RL (the "**Landlord**"); and

(2) [redacted] (Company Number: [redacted]) whose registered office is at [redacted] (the "**Tenant**").

1. **DEFINITIONS**

1.1 In this Lease:

"**Adjoining Premises**" means any nearby property in which the Landlord (or where the Landlord is a company any company that is a member of the Group) either has or acquires during the Term a freehold or leasehold interest;

"**Compensatable Event**" means that the Premises are destroyed or damaged by an event in respect of which compensation may be claimed under the 1977 Order and payment of compensation is not refused wholly or in part as the result of an act or omission of the Tenant or any person deriving title under the Tenant;

"**Competent Authority**" means a government department any local regulatory public or other authority the fire officer or a court of competent jurisdiction;

"**Conducting Media**" means all drains channels sewers flues conduits ducts pipes wires cables including cables for the transmission of electronic communications satellite dishes watercourses gutters culverts soakaways and other similar transmission media and installations and all fixings louvres cowls covers and other ancillary apparatus and references to Conducting Media being 'in' or 'on' include Conducting Media in on under over or through;

"**Exterior Decorating Years**" means the year commencing [TBC 2029] and every five years thereafter;

"**Group**" means a group of companies of which the Landlord or as the case may be the Tenant is a member within the meaning of the 1996 Order article 31;

"**Insurance Commencement Date**" means the Term Commencement date;

"**Insured Damage**" means that the Premises are destroyed or damaged by any risk against which the Landlord has covenanted in this Lease to insure or by any additional risk against which the Landlord has insured and payment of the insurance money is not refused wholly or in part as the result of an act or omission of the Tenant or any person deriving title under the Tenant;

"**Interior Decorating Years**" means the year commencing [date TBC] 2027 and every three years thereafter;

"**Landlord**" means the person from time to time entitled to take possession of the Premises when this Lease comes to an end;

"**Lease**" means (except where the contrary is indicated) any document supplemental or collateral to this document or entered into in accordance with its terms;

"**Losses**" means all liabilities incurred by the Landlord all damage and loss suffered by it and all damages awarded against it all claims demands actions and proceedings made or brought against it and all costs disbursements and expenses incurred by it;

"**1977 Order**" means the Criminal Damage (Compensation) (Northern Ireland) Order 1977;

"**1996 Act**" means the Arbitration Act 1996;

"**1996 Order**" means the Business Tenancies (Northern Ireland) Order 1996;

"**Outgoings**" means rates taxes assessments impositions duties levies charges and other outgoings of any type but excluding any tax imposed on the Landlord in respect of the receipt of Rent or other payment made by the Tenant under this Lease or on any disposition or dealing with or the ownership of the reversion of this Lease;

"**Permitted Use**" means use as a centre to facilitate growth opportunities for individuals, groups and transformed communities in accordance with the company objectives set out in the Tenant's Articles of Association or any other use not being one of the Prohibited Uses as the Landlord from time to time approves such approval not to be unreasonably withheld or delayed;

"**Planning Acts**" means the Planning (Northern Ireland) Order 1991;

"**Plant**" means all apparatus machinery and equipment installed by the Landlord within the Premises including (for example) lifts lift shafts standby generators boilers items relating to mechanical ventilation heating and cooling and closed circuit television systems;

"**Premises**" means the lands and building known as the former Hilden Primary School, Bridge Street, Hilden, Lisburn as described in Clause 2, as outlined red on the map attached hereto;

"**Prohibited Uses**" means:

the trade, business or profession of a publican or licensed victualler for consumption on or off the Premises of wine, spirits, beer or other intoxicating liquor or substances;

as a place of entertainment, funfair or amusement arcade;

the sale of live animals (including birds, fish or reptiles);

as a betting office or gaming purposes or business of a turf accountant;

the sale of firearms or ammunition;

as a car hire business or driving instruction agency;

as a funeral directors;

as a sex shop or for the sale of sexual aid instruments products objects items publications manuals or sexually explicit materials;

for the sale or display of legally intoxicating substances ('legal highs');

for the sale or display of any publications instruments products objects items or any other material whatsoever which in the opinion of the Landlord is pornographic obscene or offensive.

"**Rent**" means [redacted] (if demanded);

"**Rent Commencement Date**" means [Term commencement date to be inserted] 2024;

"**Schedule of Condition**" means the photographic schedule annexed to this Lease;

"**Tenant"** means the person from time to time in whom the tenant's interest under this Lease is vested and includes (where appropriate the servants agents employees licensees invitees and visitors of the Tenant and any under-tenant or other lawful occupier of the Premises;

"**Term**" means the period of [redacted] years beginning on [ ] [redacted] and ending on [ ] [redacted];

"**Utilities**" means electricity, gas, water, sewage, telecommunications and data;

"**VAT**" means value added tax and any tax of a similar nature substituted for it or in addition to it;

1.2 In this Lease references

1.2.1 to a particular statute or part of it ('statutory reference') includes (except where the contrary is indicated) any relevant derivative legislation and refer to that statutory reference as it may have been extended modified amended or re-enacted by the date upon which its construction is relevant for the purposes of this Lease and not as originally enacted or as at the date of this Lease;

1.2.2 generally to 'statute' or 'statutes' include Orders in Council derivative and any regulation or other legislation of the European Community that is directly applicable in the United Kingdom and include existing statutes and those that come into effect during the Term;

1.2.3 to 'parties' or 'party' mean the Landlord and the Tenant or either of them but in the absence of a specific reference to the contrary do not include the Guarantor (if any);

1.2.4 to the expiry of the Term or to the last year of the Term are (subject to clause 16.7) to the end of the Term and the last year of the Term however the Term comes to an end whether by effluxion of time or in any other way including but not limited to determination by forfeiture;

1.2.5 to the base lending rate are to the base lending rate of Ulster Bank Limited or if it has been abolished to the equivalent rate that has replaced it or if none to the rate of interest most comparable with the base lending rate determined in the absence of agreement between the parties by the Landlord's surveyor.

1.3 Any consent of the Landlord must be in writing and signed by the Landlord or on its behalf if it is to be effective under this Lease.

1.4 Where the consent of the Landlord is required it may be given subject to any necessary further consent being obtained from a superior landlord and nothing in this Lease implies that this further consent may not be unreasonably withheld.

1.5 Whenever any party consists of more than one person any obligation of or to that party under this Lease shall be joint and several obligations and liabilities of those persons.

1.6 Wherever this Lease provides for questions to be referred to or determinations to be made by the Landlord's surveyor the provisions of clause 16.10 apply.

1.7 Words importing one gender include all genders.

1.8 Any covenant by the Tenant not to do any act or thing includes an obligation not to allow that act or thing to be done.

1.9 The headings are for locating references in the text and are not to be taken into account in interpretation.

2. **LETTING**

2.1 The Landlord lets to the Tenant for the Term the Premises as shown for the purposes of identification only edged red on the Plans comprising:

2.1.1 any building or other structure that is now on the Premises or that is erected there during the Term ("Building");

2.1.2 the fences and walls that surround the Premises;

2.1.3 the Plant and fittings installed at the Premises by the Landlord;

2.1.4 all Conducting Media on the Premises that serve the Premises;

2.1.5 all additions and improvements; and

2.1.6 all fixtures (whether or not fixed at the beginning of the Term) except any installed by the Tenant that can be removed without defacing the Premises.

3. **RENT**

The Tenant covenants with the Landlord to pay the Rent (without any deduction or set-off or abatement other than any deduction permitted by statute on the anniversary of the Rent Commencement Date in each year of the Term

4. **REPAIR CLEANING AND DECORATION**

The Tenant covenants with the Landlord (save as is the responsibility of the Landlord at Clause 10.3 herein):

4.1 to keep all internal and external parts of the Premises (excluding those matters for which the Landlord has hereby covenanted under clause 10.3 herein) in good and substantial repair and condition (damage by Insured Risks excepted save to the extent that such insurance is vitiated or the policy monies are irrecoverable as a result of any act or default of the Tenant) and for the avoidance of doubt the Tenant shall be obliged upon the determination of this Lease howsoever determined to put the Premises into the same state of repair or condition as they are in at the date of this Lease as evidenced by the Schedule of Condition;

4.2 to replace any of the fixtures and the Landlord's apparatus machinery and equipment that become beyond repair during the Term with articles of a similar description and value;

4.3 to clean the Premises and keep them clean and tidy and to clean the interior and exterior of the windows and window frames in the Premises at least once a month;

4.4 not to cause any area abutting the Premises to be untidy;

4.5 to keep any part of the Premises not built upon adequately surfaced and in good condition;

4.6 to keep all landscaped areas within the Premises free from weeds and properly cultivated;

4.7 in each of the Exterior Decorating Years and in the last year of the Term (but not more than once in any 18 month period) to redecorate the exterior of the Building which would normally be redecorated and to clean the external concrete stone brickwork and blockwork and all other external surfaces and in each of the Interior Decorating Years and in the last year of the Term to redecorate the interior surfaces of the Building which would normally be redecorated in both instances in a good and workmanlike way and with appropriate materials of good quality to the reasonable satisfaction of the Landlord;

4.8 to obtain the Landlord's approval (such approval not to be unreasonably withheld or delayed) to any change in the colours on each redecoration of the exterior of the Building.

5. **ALTERATIONS**

The Tenant covenants with the Landlord:

5.1 not to erect any new building or structure on the Premises or unite the Premises with any adjoining property;

5.2 not to make any external structural addition or alteration to the Premises apart from the erection of a sign in accordance with clause 9.5;

5.3 not to make any external or internal structural or non-structural addition or alteration to the Premises unless:

5.3.1 the consent of the Landlord has been obtained such consent not to be unreasonably withheld or delayed;

5.3.2 all necessary consents from any competent authority have been obtained;

5.3.3 the Landlord has been supplied with drawings and where appropriate a specification in duplicate prepared by an architect or member of some other appropriate profession who must supervise the work to completion;

5.3.4 the proper fees of the Landlord any superior landlord or mortgagee and their respective professional advisers have been paid in relation to the application for consent;

5.3.5 such covenants as the Landlord may reasonably require about the carrying out of the additions and alterations have been entered into with the Landlord;

5.3.6 in the case of substantial work and where the Landlord reasonably requires it adequate security has been provided in the form of a deposit of money or a bond as assurance to the Landlord that any work permitted by the Landlord is completed;

PROVIDED THAT the Landlord's consent shall not be required for the installation or alteration of internal demountable partitioning which does not adversely affect any load-bearing part of the Premises and further does not require any building control approval;

5.4 at the expiry of the Term and if reasonably requested by the Landlord to remove any demountable partitions and any addition or alteration made to the Premises and to make good any part of the Premises damaged by the removal;

5.5 not to connect with any Conducting Media which serve the Premises unless the Tenant has obtained the approval of the relevant authority and the Landlord (such approval of the Landlord not to be unreasonably withheld or delayed);

5.6 not to make any alteration or addition to the electrical installation at the Premises except in accordance with standards prescribed by the Institution of Electrical Engineers and the supply authority or to connect any apparatus to the installation that might endanger or overload it;

5.7 in carrying out any works to the Premises for which the Landlord's approval is required under the provisions of this clause, to enter into a licence with the Landlord containing such provisions with regard to the carrying out of these works as the Landlord may reasonably require.

6. **USE**

The Tenant covenants with the Landlord:

6.1 not to use the Premises except for the Permitted Use and not to use the Premises for any of the Prohibited Uses or as residential accommodation or to keep any animal on them;

6.2 not to do any act or allow to remain upon the Premises any substance or article which might constitute a nuisance or which may cause inconvenience disturbance injury or annoyance to the Landlord or the occupiers of the Adjoining Premises or any nearby premises or cause damage to the Premises the Adjoining Premises or other nearby premises;

6.3 not to use the Premises for any dangerous noisy or offensive occupation or for any illegal or immoral purpose;

6.4 Not to erect or display or permit to be erected or displayed any flag, emblem, or banner on the exterior of the Premises without the Landlord's consent (such consent not to be unreasonably withheld or delayed) and subject to the Tenant obtaining all necessary consents and complying with all obligations and conditions in accordance with the Planning Acts and/or any other requirements by any Competent Authority;

6.5 not to discharge into any Conducting Media within or that serve the Premises any substance that may obstruct them or cause damage or danger or any noxious poisonous or radioactive matter or anything likely to pollute or contaminate including any computer viruses and to employ such plant for treating deleterious effluent before permitting the same to enter such drains and sewers as may be reasonably required by the Landlord from time to time;

6.6 to ensure that there is no release from the Premises into any environmental medium of any substance that is capable of causing harm to any human or other living organisms or to land surface or ground water or ecology systems;

6.7 not to overload the Premises;

6.8 not to leave the Premises continuously unoccupied for more than a month without notifying the Landlord and providing such security arrangements as the Landlord and the insurers reasonably require;

6.9 not to form or allow to be formed any refuse dump or rubbish or scrap heap on the Premises and generally to keep all vacant ground forming part of the Premises clean and in good order;

6.10 not to carry out on the Premises any activity or keep on the Premises any substance or article for which any authorisation licence permit consent or other approval is needed from a government department or local regulatory public or other authority ('Official Approval') without having:

6.10.1 obtained the Landlord's consent (such consent not to be unreasonably withheld or delayed);

6.10.2 produced to the Landlord a copy of every application for Official Approval;

6.10.3 obtained the Official Approval; and

6.10.4 produced to the Landlord a copy of the Official Approval;

6.10.5 complied with every Official Approval including any conditions to which it is subject;

6.11 to comply with the requirements of supply authority for the electrical wiring installation and equipment in the Premises and not to overload them and to comply with the requirements and regulations of all other supply authorities in respect of the Utilities.

7. **PLANNING**

The Tenant covenants with the Landlord:

7.1 not to commit any breach of planning control and to comply with the Planning Acts in relation to the Premises;

7.2 not to make an application for planning permission in relation to the Premises or to serve any notices in respect of an application without the approval of the Landlord (such approval not to be unreasonably withheld or delayed);

7.3 having obtained the Landlord's approval under the preceding clause to apply for all planning permissions and to serve all notices required for carrying out any operation or change of use on the Premises which may constitute development (as defined in the Planning Acts) and to pay all fees and any other sums due in relation to every application;

7.4 even if the Landlord has given its approval and granted whatever other consents are needed under this Lease not to carry out any operation or change of use on the Premises until:

7.4.1 all necessary notices under the Planning Acts have been served and copies produced to the Landlord;

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

7.4.3 the Landlord has acknowledged that every necessary planning permission is acceptable to it (such acknowledgement not to be unreasonably withheld or delayed) although the Landlord may refuse to acknowledge its acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would reasonably be (or would be reasonably likely to be) prejudicial to the Landlord's interest in the Premises whether during or after the expiry of the Term;

7.5 in the event that the works permitted under any planning permission are commenced by the Tenant and unless the Landlord otherwise directs to complete before the expiry of the Term:

7.5.1 any works specified as having to be carried out by a date after the expiry of the Term in a planning permission or in an agreement with the planning or any other authority entered into as a condition to obtaining planning permission;

7.5.2 any development begun on the Premises;

7.6 in any case where a planning permission is granted subject to conditions and if the Landlord reasonably requires to provide security for the compliance with those conditions and not to implement the planning permission until security has been provided.

8. **ALIENATION**

The Tenant covenants with the Landlord:

8.1 save in accordance with the provisions of this clause 8 not to:

8.1.1 part with possession of the Premises or any part of them;

8.1.2 permit another to occupy the Premises or any part of them;

8.1.3 share the occupation of the Premises or any part of them;

8.1.4 share possession of the Premises or any part of them;

8.1.5 hold the Premises or any part of them on trust for another;

8.1.6 enter into any agreement to do any of the above;

8.2 not to assign underlet or charge part only of the Premises;

8.3 not to assign underlet or charge the whole of the Premises without the consent of the Landlord such consent not to be unreasonably withheld or delayed where the Tenant has complied with the appropriate provisions of clauses 8.4 to 8.7;

8.4 to procure that any assignee enters into covenants with the Landlord to observe all the other provisions of this Lease during the residue of the Term;

8.5 at the Tenant's expense to demonstrate to the Landlord's reasonable satisfaction the solvency of the proposed assignee or undertenant and its ability to comply with the covenants in this Lease or underlease as the case may be;

8.6 on an assignment to a limited company and if the Landlord reasonably requires to procure that at least two directors of the company or some other person or persons acceptable to the Landlord (such acceptance not to be unreasonably withheld) enter into covenants with the Landlord guaranteeing the performance of the assignee in the form of clauses 15.1 and 15.2 or in such other form as the Landlord reasonably requires;

8.7 in relation to every underlease to ensure that:

8.7.1 it is granted without a fine or premium at a rent no lower than the open market rent approved by the Landlord (such approval not to be unreasonably withheld or delayed);

8.7.2 the rent is payable in advance on the usual quarter days being the first day of February, May, August and November in each year;

8.7.3 it contains provisions approved by the Landlord (such approval not to be unreasonably withheld or delayed):

(a) for the upwards-only rent review as the Landlord reasonably requires or approves;

(b) for the rent to be reviewed either on such dates approved by the Landlord;

(c) prohibiting the undertenant from doing or allowing any act or thing in relation to the Premises inconsistent with or in breach of the provisions of this Lease;

(d) for re-entry by the Tenant on breach of any covenant by the undertenant;

(e) imposing an absolute prohibition against all dealings with the Premises other than an assignment or charge of the whole;

(f) prohibiting any assignment charge or sub-letting of the whole of the Premises without the consent of the Landlord under this Lease (such consent not to be unreasonably withheld or delayed);

(g) prohibiting the undertenant from parting with possession or permitting another to share or occupy or hold on trust for another the Premises or any part of them;

(h) imposing in relation to any permitted assignment the same obligations for registration with the Landlord as are in this Lease in relation to dispositions by the Tenant;

8.7.4 the Tenant provides full information of the terms of the underletting including the amounts of premiums rent free periods or other incentives and any collateral agreements relating to the same;

8.8 before any permitted underletting to procure that the undertenant enters into covenants with the Landlord to the same effect as those required of an assignee (save for the payment of Rent under this Lease);

8.9 in relation to any permitted underlease:

8.9.1 to enforce the performance by every undertenant of the provisions of the underlease and not at any time to waive any breach of the covenants or conditions on the part of any undertenant or assignee of any underlease nor (without the consent of the Landlord such consent not to be unreasonably withheld or delayed) to vary the terms of any underlease;

8.9.2 not to agree any reviewed rent with the undertenant without the approval of the Landlord (such approval not to be unreasonably withheld or delayed);

8.9.3 to give the Landlord details of every rent review within twenty-eight days of its outcome;

8.10 to give the Landlord twenty-eight days prior written notice of any intention by the Tenant to dispose of any of its estate or interest in the Premises;

8.11 notwithstanding anything herein contained prohibiting or restricting sharing occupation or parting with or sharing possession the Tenant may without the necessity of obtaining any consents share occupation and part with or share possession of the whole or any part or parts of the Premises with a Group company of the Tenant PROVIDED THAT such arrangements shall cease forthwith on any such company or companies ceasing to be such Group company and the former member of the Group occupying the Premises shall immediately vacate them and PROVIDED FURTHER THAT no relationship of landlord and tenant with protection under the 1996 Order shall be created and subject to the Tenant giving written notice to the Landlord within 14 days of the commencement or termination of such arrangement;

8.12 within twenty-one days of any assignment charge underlease or any transmission or other devolution relating to the Premises to produce for registration with the Landlord's solicitor a certified copy of any relevant document and to pay the Landlord's solicitor's reasonable charges for registration of at least [redacted].

9. **TENANT'S OTHER COVENANTS**

The Tenant covenants with the Landlord:

9.1 **Outgoings**

9.1.1 to pay and to indemnify the Landlord against:

(a) all Outgoings which now or during the Term are charged assessed or imposed on the Premises or on its owner lessor lessee or occupier;

(b) the proportion properly attributable to the Premises (to be determined in the absence of agreement between the parties by the Landlord's surveyor) of all Outgoings which now or during the Term are charged assessed or imposed on the Premises and other premises or on the owner lessor lessee or occupier of the Premises and other premises;

9.2 **Supplies**

9.2.1 where a separate supply is provided to the Premises to pay the supplier and to indemnify the Landlord against all charges for water electricity telephone and other supplies consumed on the Premises and to pay all equipment rents to the supply authorities;

9.2.2 where supply charges are made in relation to the Premises and other premises (or upon the owner or occupier of the Premises and other premises) to pay the suppliers and to indemnify the Landlord against the proportion of the charges properly attributable to the Premises (or the owner or occupier of the Premises) to be determined in the absence of agreement by the Landlord’s surveyor;

9.3 **VAT**

9.3.1 to pay and indemnify the Landlord against any VAT that may be chargeable on the Rent or any other payment made by the Tenant under this Lease in addition to the Rent or other payment (VAT being recoverable as if it were rent where it is charged on Rent or on a payment that is either reserved as additional rent or that this Lease provides is recoverable as if it were rent);

9.3.2 whenever the Tenant has agreed in this Lease to reimburse the Landlord for a payment made by the Landlord to reimburse the Landlord in addition for any VAT paid by the Landlord on that payment unless the VAT is recovered by the Landlord;

9.3.3 the Tenant covenants not to opt to tax the premises.

9.4 **Access of Landlord and notice to repair**

9.4.1 to permit the Landlord and all persons authorised by the Landlord at reasonable times and on reasonable notice (except in an emergency) to enter the Premises:-

(a) to establish if the provisions of this Lease have been observed;

(b) to view the condition of the Premises, the Conducting Media and the Plant (and to open up floors and other parts of the Premises where this is reasonable);

(c) to carry out any work to Adjoining Premises that cannot reasonably be carried out without access to the Premises;

(d) to take schedules and inventories;

(e) to exercise any right granted or reserved to the Landlord by this Lease;

(f) for any purpose connected with the insurance of the Premises or the renewal of this Lease;

(g) for any reasonable purpose connected with the management of the Premises;

(h) to give the Tenant (or leave on the Premises) a notice:

(i) specifying any breach of covenant by the Tenant;

(ii) specifying any work carried out in breach of the provisions of this Lease; or

(iii) requiring the Tenant to remedy the breach and to reinstate the Premises in accordance with the provisions of clause 9.4.2;

9.4.2 as soon as reasonably practicable to repair clean and decorate the Premises or to carry out other work as required by the notice referred to in clause 9.4.1(h);

9.4.3 to allow the Landlord and all persons authorised by the Landlord to enter the Premises to carry out the work that is needed to comply with the notice and to pay to the Landlord the cost of doing so within fourteen days of a written demand if:

(a) within thirty days of service of the notice the Tenant has not both begun and then continued the work referred to in the notice or such other period agreed with the Landlord (acting reasonably); or

(b) the Tenant fails to complete the work within sixty days of service of the notice; or

(c) in the Landlord's reasonable opinion the Tenant is unlikely to complete the work within sixty days of the service of the notice;

9.5 **Aerials and signs**

9.5.1 to display a sign on the Premises showing the Tenant's trading name of a size and kind approved by the Landlord (such approval not to be unreasonably withheld or delayed);

9.5.2 subject to clause 9.5.1 not to display any other sign which is visible from outside the Premises;

9.5.3 not to erect any pole mast dish or wire on the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed);

9.6 **Statutes notices and orders**

9.6.1 to comply with every statute and any notice or order from a Competent Authority that relates to the Premises activities carried out on the Premises or any substance or article on the Premises and whether applicable to the Tenant or the owner lessor lessee or occupier of the Premises;

9.6.2 to produce immediately to the Landlord a copy of any notice or order that is served on the Premises or the Tenant;

9.6.3 at the request of the Landlord and at the joint cost of the Landlord and Tenant to make or join with the Landlord in making any reasonable representations that the Landlord considers appropriate or otherwise contesting any proposal of a Competent Authority that relates to or includes the Premises;

9.7 **Equipment**

9.7.1 not to install or use on the Premises any equipment which causes noise or vibration detectable outside the Premises or damage to the Premises, the Plant or Conducting Media;

9.7.2 to keep all equipment on the Premises properly maintained to renew all parts when recommended or necessary and to ensure that the equipment is properly operated;

9.8 **Defective Premises**

9.8.1 on becoming aware of same to give notice immediately to the Landlord of any defect in the Premises which might give rise to a liability or duty on the Landlord;

9.8.2 to display all notices relating thereto which the Landlord may reasonably require;

9.9 **Encroachments**

9.9.1 not to stop up darken or obstruct any windows at the Premises;

9.9.2 to take all reasonable steps to prevent any encroachment or easement being made or acquired over the Premises and to give notice to the Landlord immediately if any is attempted;

9.10 **Evidence of compliance**

if required to produce to the Landlord such evidence as the Landlord may reasonably require to satisfy itself that the provisions of this Lease have been complied with;

9.11 **Indemnity**

To be responsible for and to keep the Landlord indemnified against all Losses resulting directly or indirectly from any breach by the Tenant of the provisions of this Lease;

9.12 **Public Liability Insurance**

To maintain public liability insurance and employer's liability insurance with a reputable insurance company or with reputable underwriters, such insurance cover to be not less than [£10 million pounds] in respect of each type of insurance and produce a copy of same to the Landlord upon demand;

9.13 **Security and Keyholders**

To maintain in relation to the Premises such standards of vigilance and to take all such precautions as may from time to time be reasonably necessary or recommended by the Police Service of

Northern Ireland or the Northern Ireland Office (or any agency or public department which in future may exercise their functions) for the protection and security of the Premises against damage by fire, explosion or malicious damage and to comply with all reasonable requests directions and prohibitions of the Landlord for the protection and security of the Premises and to compensate the Landlord for any loss caused by a breach of this covenant (including any diminution of monies received by the Landlord under any insurance policy or the 1977 Order) and to ensure that at all times both the Landlord and the local police are aware of the name home address and home telephone number of at least two keyholders of the Premises;

9.14 **Interest**

9.14.1 to pay interest at a yearly rate of [redacted] above the base lending rate from time to time on any Rent or other sum payable under this Lease that is not paid within 14 days of its due date;

9.14.2 to pay this interest from the due date to the date of payment (both before and after any judgment) calculated on a daily basis and compounded with rests on the Usual Quarter Days but nothing in this clause entitles the Tenant to withhold or delay any payment or affects the rights of the Landlord in relation to non-payment;

9.15 **Landlord's costs**

9.15.1 to pay to the Landlord on an indemnity basis all proper costs and other expenses properly incurred by the Landlord in relation to:

(a) every application made by the Tenant for consent whether it is granted refused offered subject to any qualification or withdrawn unless consent is unreasonably refused or given subject to unreasonable qualifications in breach of an obligation under this Lease not to unreasonably withhold or delay consent;

(b) the preparation and service of a notice under the Conveyancing and Law of Property Act 1881 section 14 or incurred in taking or contemplating proceedings under that Act even if forfeiture is avoided otherwise than by a court order;

(c) the recovery of Rent or other sums due from the Tenant;

(d) enforcing or requiring the Tenant to remedy a breach of the provisions of this Lease;

(e) any steps taken in connection with the preparation and service of a schedule of dilapidations during or within the six months after the expiry of the Term and any negotiations ancillary or subsequent to this;

9.15.2 where the Landlord could recover the cost of professional advice or services under the preceding clause if they were undertaken by a third party but these services or that advice are provided by the Landlord or by a company within the Landlord's Group to pay to the Landlord (or that company) a reasonable sum (plus VAT if payable) for such advice and services but not more than the amount which would have been payable by the Tenant if that advice or service had been provided by a third party;

9.16 **Sale of reversion**

To permit at reasonable times upon reasonable notice agents or prospective buyers of any interest superior to the Lease to view the Premises provided they are authorised by the Landlord or its agent and to permit the Landlord or any superior landlord to fix on a suitable part of the Premises a notice or board indicating that an interest superior to this Lease is available for sale but which shall not obscure any of the Tenant's signs which have been erected in accordance with the terms of this Lease;

9.17 **Re-letting**

Where the Tenant or the occupier of the Premises will have no right to renew this Lease under the 1996 Order or has lost that right to permit the Landlord or its agent at any time during the last twelve months of the Term to fix upon a suitable part of the Premises a notice or board indicating that the Premises will be available for letting but which shall not obscure any of the Tenant's signs which have been erected in accordance with the terms of this Lease and during that period to permit persons with the authority of the Landlord or its agent to view the Premises;

9.18 **Yield up**

at the expiry of the Term:

9.18.1 to yield up the Premises with vacant possession decorated and repaired in accordance with and in the condition required by the provisions of this Lease;

9.18.2 to give up all keys of the Premises to the Landlord

9.18.3 to remove the Tenant's fixtures and fittings (if requested by the Landlord) (and all signs erected by the Tenant) and immediately to make good any damage caused by the removal;

9.19 **Title**

Not used

10. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:

10.1 **Quiet enjoyment**

to permit the Tenant to hold the Premises peaceably and without any interruption by the Landlord or any person claiming under or in trust for the Landlord;

10.2 **Exercising rights**

in exercising the rights involving entry to the Premises to cause (and to ensure that those exercising the rights on its behalf cause) as little damage as is reasonably practicable to the Premises and as little disturbance as is reasonably possible to the Tenant's business.

10.3 **Repair**

To be responsible for any capital expenditure in relation to the replacement of the main structural parts of the Premises such as the roof, windows and central heating boiler.

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11. INSURANCE

11.1 **Landlord's covenants**

The Landlord covenants with the Tenant:

11.1.1 to insure the Premises against fire, lightning, explosion, aircraft (including articles dropped from aircraft), riot, civil commotion, malicious persons, earthquake, storm, tempest, flood bursting and overflowing of water pipes, tanks and other apparatus impact by road vehicles and any other risks that the Landlord may decide although:

(a) riot, civil commotion and malicious persons risks shall only be insurable to the extent that cover in respect thereof is reasonably obtainable in Northern Ireland at commercially reasonable rates;

(b) the obligation to insure against any particular risk is subject to insurance for that risk being ordinarily available from a reputable insurer for the Premises and at commercially reasonable rates; and

(c) this insurance will be subject to any usual and reasonable exclusions conditions and excesses that the insurer requires;

11.1.2 to effect this insurance with a reputable insurance company or with reputable underwriters and through any agency that the Landlord may from time to time decide;

11.1.3 that this insurance will be for the full cost of reinstatement of the Premises including (for example):

(a) temporarily making the Premises safe and protecting any adjoining structures;

(b) debris removal demolition and site clearance;

(c) obtaining planning and all other statutory and other consents;

(d) architects' surveyors and other professional fees;

(e) complying with the requirements of any statute or of any Competent Authority;

(f) any VAT that may be payable on or in respect of any of these costs and fees;

(g) loss of three years' Rent;

11.1.4 to produce to the Tenant on demand reasonable evidence of the terms of the policy and of payment of the last premium;

11.1.5 to use reasonable endeavours to ensure that every policy of insurance effected by the Landlord contains a subrogation clause to the effect that the insurer agrees to waive any rights or relief to which it might become entitled by subrogation against the Tenant its undertenants and permitted occupiers save and to the extent that any damage is caused due to the act neglect or default of the Tenant its undertenants or permitted occupiers;

11.1.6 to procure that the interest of the Tenant is noted or endorsed on the policy whenever this is permitted under the policy;

11.2 **Tenant's covenants**

The Tenant covenants with the Landlord:

11.2.1 to pay as rent to the Landlord within fourteen days of a demand and (if so demanded) in advance of the date of renewal sums equal to:

(a) the premiums paid or to be paid by the Landlord for insuring the Premises in accordance with its obligations in this Lease including any increased premiums required as a result of the Tenant's use of the Premises or anything brought onto the Premises;

(b) the premiums paid or to be paid by the Landlord for insuring for three years' loss of Rent under this Lease;

(c) the premiums paid or to be paid by the Landlord for any third party liability (including public and property owner's and employer's liability) in respect of the Premises against which the Landlord may at any time insure;

11.2.2 where in the case of any of the items referred to in the preceding clauses the Landlord's policy includes the Premises and other premises to pay as rent to the Landlord on demand and (if so demanded) in advance of the date of renewal the proportion of the premiums properly attributable to the Premises to be determined (in the absence of agreement) by the Landlord's surveyor;

11.2.3 to pay the sums referred to in clauses 11.2.1 and 11.2.2 for the period beginning on the Insurance Commencement Date and ending on the day immediately before the next renewal date on the grant of this Lease or if later on the Insurance Commencement Date or when demanded;

11.2.4 to give notice to the Landlord of any matters in relation to the Tenant or the Tenant's use and occupation of the Premises (whether existing or that arise during the Term) that a prudent insurer might treat as material in deciding whether or on what terms to insure or to continue to insure the Premises;

11.2.5 to comply with all the requirements and recommendations of the fire officer and all reasonable requirements of the insurer;

11.2.6 not to do or omit anything that could cause the insurance effected under clause 11.1 to become void or voidable wholly or in part and if the Premises are destroyed or damaged by a risk against which the Landlord has covenanted in this Lease to insure and the insurance money is wholly or partly irrecoverable by reason solely or in part of any act or omission of the Tenant or anyone claiming title under the Tenant or its servants agents or employees to pay to the Landlord on demand the whole or where appropriate the irrecoverable part of the cost of reinstatement;

11.2.7 not to do or omit anything that could cause any additional or increased premiums to become payable unless the Tenant has previously obtained the approvals of the Landlord and the insurer (the approval of the Landlord not to be unreasonably withheld or delayed);

11.2.8 not to bring or store on the Premises anything which is explosive or specially combustible;

11.2.9 to keep the Premises supplied with the equipment for the detection and fighting of fire and with the fire alarm equipment that is reasonably required by the Landlord or that the insurer or fire officer may require and to maintain this equipment in working order and to the satisfaction of the insurer or fire officer and to the reasonable satisfaction of the Landlord and to have this equipment inspected and maintained by a competent person as required;

11.2.10 not to obstruct the access to any fire equipment or the means of escape from the Premises or to lock any fire door while the Premises are occupied and not to make any alteration to the sprinkler system or do anything that could affect the operation of the system;

11.2.11 to give notice to the Landlord immediately any event happens against which the Landlord may have insured under this Lease;

11.2.12 if the Tenant is entitled to the benefit of any insurance in relation to the Premises to apply all money in making good the loss for which it is received;

11.2.13 to do nothing to prejudice any claim made by the Landlord or to prevent or impede any reinstatement being carried out by the Landlord under clause 11.3.1 (d);

11.2.14 to pay to the Landlord on demand the amount of any excesses which may be deducted or deductible by the insurers on any claim made by the Landlord under clause 11.3;

11.3 **Reinstatement**

11.3.1 whenever Insured Damage occurs and subject to the Tenant complying with clause 11.2 the Landlord covenants with the Tenant:

(a) immediately to notify the insurer of the damage and to claim all sums due under the insurance policy;

(b) to use all reasonable endeavours to procure the payment by the insurer of all sums properly due under the policy at the time and in the manner required by the policy and to make up any deficiency in the insurance monies save and to the extent that such deficiency is due to the act neglect or default of the Tenant or anyone claiming title under the Tenant or its servants agents or employees;

(c) to apply for and use all reasonable endeavours to obtain all planning permissions building regulation consents and other consents and licences that are required to enable the Landlord to reinstate ('the Permissions');

(d) to apply all insurance money received (except sums for loss of Rent) in reinstating the Premises as soon as the Permissions have been obtained or as soon as reasonably practicable where no Permissions are required;

11.3.2 whenever a Compensatable Event occurs the Tenant covenants with the Landlord:

(a) as soon as possible to submit a claim for the full amount of compensation payable such claim to be subject to the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed);

(b) to use all reasonable endeavours to obtain the full amount of compensation payable in respect of the Premises;

(c) to apply for and use all reasonable endeavours to obtain all planning permissions building regulation consents and other consents and licences that are required to enable the Tenant to reinstate ('the Permissions');

(d) to apply all compensation monies received in reinstating the Premises as soon as the Permissions have been obtained or as soon as reasonably practicable where no Permissions are required and to make up any shortfall in the compensation monies save and to the extent that such deficiency is due to the act neglect or default of the Landlord its servants agents or employees;

11.3.3 the Landlord or the Tenant need not reinstate under clauses 11.3.1 and 11.3.2 respectively as appropriate while prevented by any of the following:

(a) failure by the Landlord or the Tenant to obtain the Permissions despite using all reasonable endeavours;

(b) the grant of any of the Permissions subject to a lawful condition with which it would be unreasonable to expect the Landlord or the Tenant to comply or the planning or highway authority's insistence that as a pre-condition to obtaining any of the Permissions the Landlord or the Tenant must enter into an agreement with the planning or highway authority that would contain a term with which it would be unreasonable to expect the Landlord or the Tenant to comply;

(c) some defect in the site upon which the reinstatement is to take place so that it could not be undertaken or undertaken only at excessive cost;

(d) war act of God government action strike lock-out or any other similar circumstances beyond the control of the Landlord or the Tenant;

11.4 **Termination**

11.4.1 whenever Insured Damage or a Compensatable Event occurs and the Premises or any part of them are still unfit for use two years and six months after the date upon which they first became unfit either party may for so long as the Premises or a material part remains unfit at any time within the six months prior to the expiry of the three year loss of Rent period serve on the other a notice referring to this clause whereupon this Lease will immediately come to an end and in which case the insurance monies and compensation monies shall belong to the Landlord save to the extent that this relates to the Tenant's fixtures, fittings, additions and improvements which the Tenant is by the provisions of this Lease entitled to remove;

11.4.2 in the event of this Lease being determined under clause 11.4.1 by either party forthwith to assign or otherwise transfer the benefit of any claim the Tenant may have in respect of the Premises under the 1977 Order save and to the extent that this relates to the Tenant's fixtures fittings additions and improvements which the Tenant is entitled to remove under the provisions of this Lease;

11.4.3 termination under clause 11.4.1 will not affect any rights that either party may have against the other.

12. **FORFEITURE**

12.1 A 'Forfeiting Event' is any of the following:-

12.1.1 any Rent or sum regarded as rent for the purposes of this Lease is outstanding for twenty-one days after becoming due whether formally demanded or not in the case of Rent in relation to any other sum regarded as rent for the purposes of this Lease;

12.1.2 a material breach by the Tenant of any of the provisions of this Lease;

12.1.3 the Tenant is Insolvent;

12.2 'Insolvent' for the purposes of this Lease means:

12.2.1 in relation to a company any of the following:

(a) it is deemed unable to pay its debts as defined in the Insolvency (Northern Ireland) Order 1989 (referred to in this clause as 'the Order') article 103;

(b) a proposal is made for a voluntary arrangement under Part II of the Order;

(c) an order is made for the appointment of an administrator to manage the affairs, business and property of the Tenant or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Tenant or notice of intention to appoint an administrator is given by the Tenant or its directors or by a qualifying floating charge holder (as defined in paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989;

(d) a receiver administrative receiver or manager is appointed;

(e) it goes into liquidation as defined in article 6(2) of the Order (other than a voluntary winding up solely for the purpose of amalgamation or reconstruction of a solvent company);

(f) a provisional liquidator is appointed under article 115 of the Order;

(g) a proposal is made for a scheme of arrangement under the Companies (Northern Ireland) Order 1986 article 418;

12.2.2 in relation to an individual any of the following:

(a) an application is made for an interim order or a proposal is made for a voluntary arrangement under Part VIII of the Order; or

(b) a bankruptcy petition is presented to the court or his circumstances are such that a bankruptcy petition could be presented under Part IX of the Order; or

(c) he enters into a deed of arrangement;

12.3 Whenever a Forfeiting Event exists the Landlord may enter the Premises (or any part of it) at any time even if a previous right of re-entry has been waived and then the Term will end but without affecting any rights that either party may have against the other including (for example) the breach under which the re-entry is made.

13. MISCELLANEOUS

13.1 Representations

The Tenant acknowledges that it has not entered into this Lease in reliance on any representation made by or on behalf of the Landlord except in relation to any written replies given by the Landlord's solicitors in writing to any written enquiries before lease raised by the Tenant's solicitors.

13.2 Exclusion of use warranty

Nothing in this Lease or in any consent granted by the Landlord implies that the Premises may be used for any particular purpose.

13.3 Disputes with adjoining owners

If any dispute relating to the Premises arises between the Tenant and the occupiers of Adjoining Premises it will be determined by the Landlord's surveyor (acting reasonably).

13.4 Covenants relating to Adjoining Premises

Nothing contained in or implied by this Lease will give the Tenant the benefit of or the right to enforce (or to prevent the release or modification of) any covenant or condition entered into by any tenant of any Adjoining Premises.

13.5 Effect of waiver

Each of the Tenant's covenants will remain in force even if the Landlord has waived or temporarily released that covenant or waived or released a similar covenant in a lease of Adjoining Premises.

13.6 Rights and easements

13.6.1 the only rights granted to the Tenant are those expressly set out in this Lease and the operation of Section 6 of the Conveyancing and Law of Property Act 1881 is excluded; and

13.6.2 the Tenant will not during the Term acquire or become entitled to any easement over any Adjoining Premises.

13.7 Extension of Term

If after the expiry of the Term there is a period of holding over extension or continuance (whether by agreement or operation of law):-

13.7.1 the provisions of this Lease will apply to that period and the expression 'Term' will be construed accordingly; and

13.7.2 all obligations of a periodical nature will apply at the same intervals as those specified in this Lease.

13.8 **Perpetuity period**

The perpetuity period applicable to this Lease is eighty years beginning on the date of this Lease and whenever in this Lease either party is granted a future interest it must vest within that period and if it has not will be void for remoteness

13.9 **Tenant's possessions**

If after the Tenant has vacated the Premises on the expiry of the Term any of the Tenant's possessions remain on the Premises and the Tenant fails to remove them within seven days after being requested in writing by the Landlord to do so or if the Landlord is unable to make such a request to the Tenant within fourteen days from the first attempt:-

13.9.1 the Landlord may as the agent of the Tenant sell the possessions and the Tenant indemnifies the Landlord against any liability incurred by it to any third party whose possessions have been sold by the Landlord in the mistaken belief (which will be presumed unless the contrary is proved) that the possessions belonged to the Tenant;

13.9.2 if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord may keep the proceeds of sale unless the Tenant claims them within ninety days of vacating the Premises;

13.9.3 the Tenant will be responsible for and will indemnity the Landlord against any damage caused to the Premises by the possessions and any Losses suffered by the Landlord as a result of the presence of the possessions on the Premises after the Tenant has vacated the Premises on the expiry of the Term.

13.10 **Landlord's surveyor**

Whenever this Lease provides for questions to be referred to or issues to be determined by the Landlord's surveyor:

13.10.1 the term 'in the absence of agreement' means in the absence of agreement between the Landlord and the Tenant and does not require the agreement of the Guarantor to have been sought;

13.10.2 in making his determination he will be acting as an expert and not as an arbitrator and the determination will be final and conclusive;

13.10.3 his fees and disbursements for making the determination will be paid as he directs as being fair and reasonable in the light of his determination having regard to the nature of the question or issue referred to him and the views of the parties expressed to him prior to his determination;

13.10.4 he must be an Associate or Fellow of either the Royal Institution of Chartered Surveyors or the Incorporated Society of Valuers and Auctioneers;

13.10.5 he must not be an employee of the Landlord or of a company within the Landlord's Group.

13.11 **Arbitration**

In the event that any matter is referred to arbitration as provided for in this Lease, the arbitral proceedings shall be conducted in accordance with the 1996 Act and the Landlord and the Tenant hereby agree that:–

13.11.1 the proceedings shall be held in Northern Ireland;

13.11.2 the language to be used in the proceedings shall be English and English translations of any relevant documents not originally written in English shall be provided;

13.11.3 the award of the tribunal shall be in writing signed by the arbitrator and shall contain the reasons for the award;

13.11.4 the parties shall be notified of the award of the tribunal by a copy of the award being sent to each of them on the same day by recorded delivery service post or communicated by such other means as the parties shall agree in writing and shall be deemed to have been received 24 hours after the time of posting or such other means of communication; and

13.11.5 the date of the award of the tribunal shall be the date on which the parties are deemed to have received a copy of the award.

14. **NOTICES**

14.1 A notice under this Lease must be in writing and unless the receiving party or its authorised agent acknowledges receipt is valid if (and only if) it:

14.1.1 is given by hand sent by registered post or recorded delivery or sent by fax provided a confirmatory copy is on the same day given by hand or sent by registered post or recorded delivery; and

14.1.2 is served:

(a) where the receiving party is a company incorporated within the United Kingdom at its registered office; or

(b) where the receiving party is the Tenant and the Tenant is not such a company at the Premises; or

(c) where the receiving party is the Landlord and the Landlord is not such a company at the Landlord's address shown in this Lease or at any address specified in a notice given by the Landlord to the Tenant;

14.2 unless it is returned through the Post Office undelivered a notice sent by registered post or recorded delivery is to be treated as served on the third working day after posting whenever and whether or not it is received;

14.3 a notice sent by fax is to be treated as served on the day upon which it is sent or the next working day where the fax is sent after 4 pm or on a day that is not a work day whenever and whether or not it or the confirmatory copy is received unless the confirmatory copy is returned through the Post office undelivered;

14.4 the term 'working day' means a day when the UK clearing banks are open for business in Belfast;

14.5 if the receiving party consists of more than one person a notice to one of them is notice to all;

15. **GUARANTOR**

15.1 **Guarantor's covenants**

The Guarantor covenants with the Landlord named in this Lease and (without the need for any express assignment) with all of its successors in title:

15.1.1 if the Tenant does not pay the Rent or any other sum due under this Lease to pay to the Landlord on demand the Rent or other sum and the expression 'other sum' includes (for example) any sum that the Tenant is ordered to pay in any proceedings arising out of this Lease (except proceedings under the 1996 Order to renew this Lease) or agrees to pay by way of settlement of those proceedings;

15.1.2 if the Tenant is in breach of any provision of this Lease to remedy that breach on demand and to indemnify and keep indemnified the Landlord against all Losses suffered by the Landlord as a result (directly or indirectly) of that breach;

15.1.3 in addition to the obligations set out in clauses 15.1.1 and 15.1.2 and if this Lease is disclaimed by the Tenant's trustee in bankruptcy or liquidator:

(a) to pay to the Landlord on demand an amount equal to the Rent and other sums of a recurring nature that would have been payable under this Lease for the period beginning on the date of disclaimer and ending on the earliest of:

(i) the date upon which the Premises is re-let;

(ii) the expiry of the Term;

(iii) the expiry of the period of one year beginning on the date of the disclaimer;

(b) if requested by the Landlord within ninety days of disclaimer to take from the Landlord a lease of the Premises from the date of disclaimer for the residue of the Term at the Rent payable at the time of disclaimer and upon the same terms as those contained in this Lease with all provisions of a periodical nature) expressed to apply on the actual dates that would have applied if this Lease had not been disclaimed;

(c) to pay the costs of the Landlord incurred in relation to the disclaimer and where appropriate the grant of the lease to the Guarantor.

15.2 **When covenants apply**

The obligations of the Guarantor set out in clause 15.1 will continue to apply even if:

15.2.1 the Landlord grants any time or indulgence to the Tenant or fails to enforce payment of the Rent or other sum or the performance of the terms of this Lease;

15.2.2 the Landlord refuses to accept the Rent tendered when the Landlord was entitled (or would after the service of a notice under the Conveyancing and Law of Property Act 1881 section 14 be entitled) to re-enter the Premises;

15.2.3 the terms of this Lease are varied;

15.2.4 a revised Rent has been agreed or determined under clause 3 including any stepped rent phased rent or other rental formula that may be agreed;

15.2.5 the Tenant surrenders part of the Premises and where this happens the liability of the Guarantor under this Lease continues for the part of the Premises not surrendered after making any necessary apportionments;

15.2.6 the Guarantor would have been released by any other event.

15.3 **Tenant’s covenants**

The Tenant covenants with the Landlord:

15.3.1 to give notice to the Landlord within fourteen days if the Guarantor (or if more than one person is included in this term any of them) or any person who has entered into covenants with the Landlord under clause 8.6 or 15.3.2 becomes Insolvent (as defined in clause 14.2) or dies;

15.3.2 if required by the Landlord following the service of a notice under the preceding clause to procure that within fourteen days of the request some other person reasonably acceptable to the Landlord enters into covenants with the Landlord in the form of clauses 15.1 to 15.3 inclusive or in such other form as the Landlord reasonably requires.

16. **THIRD PARTY RIGHTS**

Nothing in this Lease is intended to confer on any person any right to enforce any term of this Lease which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this Lease has been executed by the parties hereto the day and year first herein written.

The Common Seal of
LISBURN AND CASTLEREAGH CITY COUNCIL
was hereunto affixed in the
presence of:-

Mayor

Chief Executive

The Common Seal of
[redacted]
was hereunto affixed in the
presence of:-

Director

Director/Secretary

Appendix 1

SCHEDULE OF CONDITION

DATED 2024

LISBURN AND CASTLEREAGH CITY COUNCIL (1)

[redacted]

DEVELOPMENT & AGREEMENT FOR LEASE

EDWARDS & Co
Solicitors
28 Hill Street
BELFAST
BT1 2LA

THIS AGREEMENT made 2024

BETWEEN

1. **LISBURN AND CASTLEREAGH CITY COUNCIL** whose office is situate at Civic Headquarters, Lagan Valley Island, Lisburn, County Antrim BT27 4RL (hereinafter called "the Landlord")

2. [redacted] (Company No. [redacted]) whose registered office is at [redacted] (hereinafter called "the Tenant")

WHEREBY it is agreed as follow:

1. **DEFINITIONS**

In this Agreement (unless a contrary intention is expressed), the following definitions apply:

1.1 **"Adjoining Property"** means the property adjoining or neighbouring the Premises and includes all railway lines, roads, footpaths, walls, fences, buildings and other erections and all pipes, wires, cables, and other apparatus on such property

1.2 **"Adverse Rights"** means all (if any) rights of light and air and other rights and easements whatever (including any rights and easements in respect of Apparatus and all (if any) other restrictions enjoyed over the Premises by any Adjoining Property and "Adverse Right" shall be construed accordingly

1.3 **"Adverse Right Consent"** means in relation to any Adverse Right or Apparatus which would be interfered with by carrying out the Works the consent in writing of all owners, occupiers and/or other persons entitled to the

Adverse Right in question or (or as the case may be) the consent in writing of the relevant statutory undertaker to either:

(a) the removal or diversion (whether temporarily or permanently) of the Apparatus in question or other subject matter of the Adverse Right in question; or

(b) the carrying out of the Works notwithstanding such interference such Consent (in any such case) to be on terms previously approved by the Tenant such approval not to be unreasonably withheld; or

(c) the variation, replacement, extinguishment, or other termination of the Adverse Right to the extent required to enable the Works to proceed as envisaged by this Agreement

1.4 **"Apparatus"** means all (if any) pipes, wires, cables, and other apparatus on the Premises serving any Adjoining Property or belonging to or used for the purposes of the undertaking of any statutory undertaker

1.5 **"Appointments"** means the appointment documents to be entered into between the Landlord and the Consultants in respect of the Works

1.6 **"Architect"** means [redacted] or such other suitably qualified and professional architect appointed by the Landlord to undertake architectural design in respect of the Works and act as the Architect under the Building Contract

1.7 **"Building Contract"** means the standard NEC short form building contract to be entered into between the Landlord and the Building Contractor for the carrying out of the Works

1.8 **"Building Contractor"** means such building contractor as the Landlord appoints or such other reputable building contractor appointed by the Landlord in accordance with paragraph 3.8 of the Third Schedule

1.9 **"Building Contractor's Warranty"** means a collateral warranty in favour of the Tenant in the form of the draft deed annexed hereto as Appendix 1

1.10 **"Capital Allowances"** means capital allowances as defined in the Capital Allowances Act 2001

1.11 **"CDM Regulations"** means the Construction (Design and Management) Regulations (Northern Ireland) 2007

1.12 **"Certificate"** means the certificate issued pursuant to Paragraph 13 of the Third Schedule confirming the occurrence of Practical Completion

1.13 **"Certificate Date"** means the date on which the Certificate is properly issued in accordance with this Agreement

1.14 **"Certificate of Making Good"** means the certificate to be issued by the Architect stating that the defects to be made good by the Building Contractor in respect of the Works under the rectification provisions of the Building Contract have been made good

1.15 **"Completion Date"** means the date falling 10 Working Days after the Certificate Date

1.16 **"Consultants"** means any Architect, Quantity Surveyor, Structural Engineer, Services Engineer or any other professionally qualified advisors whose services are from time to time engaged in connection with the Development under the provisions hereto or any one or more of them and

references to a "member of the Professional Team" shall be construed accordingly

1.17 **"Development"** means the restoration of the former Hilden Primary School and [redacted] and comprises the Works and a reference to the Development is to the whole or any part of as the circumstances may require

1.18 **"Development Period"** means the period during which the Works are to be carried out commencing on the date hereof and ending on the Certificate Date

1.19 **"Environment"** means all or any of the following media; land (including without limitation any building structure or receptacle in on over or under it) water (including air (including without limitation the atmosphere within any natural or man-made structure or receptacle above or below ground)

1.20 **"Environmental Law"** means all laws, rules of common law regulations, codes of practice and other similar controls and advice made or issued by national or local government or by any other regulatory body together with all regulations and directives made by the legislative bodies of the European Union relating to the protection of the Environment that are now or in the future in existence or enforceable

1.21 **"Environmental Permits"** mean any consent, approval, authorization, permission, permit, licence registration or notification required under any Environmental Law

1.22 **"Force Majeure"** means in relation to the Works any event which entitles the Building Contractor to an extension of time under the Building Contract except where caused by any act or omission error default or negligence of the Tenant

1.23 **"Insured Risks"** means fire, lightning, explosion, riot, civil commotion, damage by malicious persons, storm, tempest, flood, bursting or overflowing of water tanks apparatus or pipes, impact by road vehicles, earthquake, aircraft and other aerial devices or articles dropped therefrom and such other normal commercial risks as the Landlord may (acting reasonably) insure or against which the Landlord and/or the Building Contractor are obliged to insure the Works against pursuant to and in accordance with the Building Contract excluding any risk in respect of and to the extent to which compensation is payable pursuant to the Criminal Damage (Compensation) (Northern Ireland) Order 1977

1.24 **"Landlord"** means the first named party to this Agreement and any statutory successor in title

1.25 **"Landlord's Solicitors"** means [redacted] or such other firm of solicitors as the Landlord may from to time notify to the Tenant as being the Landlord's Solicitors for the purposes of this Agreement

1.26 **"Lease"** means the Lease of the Premises to be granted by the Landlord to the Tenant on the Completion Date pursuant to this Agreement in the form of the draft annexed hereto as Appendix 2

1.27 **"Lease Term Commencement Date"** means the agreed date between the parties or as the case may be coinciding with the Certificate Date

1.28 **"Plant"** means all plant machinery and equipment installed or to be installed at the Premises as part of the Works

1.29 **"Practical Completion"** means practical completion of the Development to include the Works in accordance with the provisions of the Building Contract

1.30 **"Practical Completion Date"** means the date of practical completion given in the Certificate

1.31 **"Premises"** means the premises outlined in red on the plan attached hereto

1.32 **"Prescribed Rate"** means 3% per year above the base lending rate of the Northern Bank Limited from time to time in force

1.33 **"Product Guarantees"** means written guarantees or warranties given or offered by the manufacturers suppliers or installers of any items of Plant or other items incorporated in the Works

1.34 **"Programme"** means the development programme for the Works annexed hereto as Appendix 3 subject to such variations as may be agreed between the parties from time to time

1.35 **"Quantity Surveyor"** means [ ]

1.36 **"Rent"** means [redacted] (if demanded)

1.37 **"Rent Commencement Date"** means the Certificate Date/Lease Term Commencement Date

1.38 **"Rectification Period"** means the period of one year from the Certificate Date

1.39 **"Requisite Consents"** means those permissions consents approvals licences certificates and Environmental Permits in legally effectual form as may be necessary lawfully to commence, carry out and complete the Development and to use

and enjoy the Development as intended by the parties including but without limitation from:

(a) any local or other competent authorities
(b) any statutory undertakers
(c) any supply authorities
(d) the Environment Agency
(e) the Health and Safety Executive
(f) the Department of Transport
(g) the Crown
(i) Department for Communities, Historic Environment Division.

and any similar or successor bodies to any of them which are necessary lawfully to commence carry out complete and retain the Works and (if they are damaged or destroyed) to reinstate the Works but in all cases as from time to time varied relaxed or waived in accordance with this Agreement

1.40 **"Restrictions"** means:

(a) Matters affecting the Premises or their use registered or capable of registration in the Registry of Deeds or in the Statutory Charges Registry of the Land Registry
(b) All matters registerable by a competent authority pursuant to statute
(c) All notices served by the owner or occupier of any adjoining or neighbouring property
(d) Encumbrances discoverable by inspection of the Premises before this Agreement

1.41 **"Snagging Works"** means minor defects and omissions in any part of the Works the existence of which does not prevent the normal, reasonable and beneficial use of the Premises and which can be remedied after the Certificate Date

1.42 **"Specification"** means the plans, drawings and specification relating to the Works contained in the Second Schedule

subject to such variations and modifications as are permitted by this Agreement

1.43 **"Sub-contractor"** means any sub-contractor appointed by the Building Contractor with a responsibility or input into the design of the Works

1.44 **"Target Practical Completion Date"** means [tbc and to be agreed] (subject to extension for Force Majeure)

1.45 **"the Tenant"** means the second named party to this Agreement

1.46 **"the Tenant's Solicitors"** means [redacted] or such other firm of solicitors as the Tenant may from time to time notify to the Landlord as being the Tenant's Solicitors for the purposes of this Agreement

1.47 **"Working Day"** means any day on which clearing banks in the City of Belfast are open during banking hours and "Working Days" shall be construed accordingly

1.48 **"the Works"** means the works detailed in the Specification which are to be carried out on the Premises by or on behalf of the Landlord in accordance with the terms of this Agreement and the Specification to construct the Development and complete the core fit out of the Development

2. **INTERPRETATION**

2.1 Words importing one gender shall be construed as importing any other gender

2.2 Words importing the singular shall be construed as importing the plural and vice versa

2.3 Where any party comprises more than one person the

obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons

2.4 Reference to a Statute or Order in Council means any provision of a Statute or Order in Council including any Statute Order in Council or provision of a Statute or Order in Council amending consolidating or replacing it for the time being in force and includes any subordinate legislation for the time being in force made under it

2.5 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not knowingly to permit or allow infringement of the restriction

2.6 Any consent or approval required under this Agreement shall be required to be obtained before the act or event to which it applies is carried out or done and shall be effective only when the consent or approval is given in writing

2.7 The clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation

3. **GRANT OF THE LEASE**

3.1 The Landlord shall grant the Lease and the Tenant shall accept the grant of the Lease on the Completion Date subject to the provisions of the Third Schedule.

3.2 The Lease shall be prepared by the Landlord's Solicitors and engrossments of the Lease and counterpart shall be delivered to the offices of the Tenant's Solicitors as soon as reasonably practicable

3.3 The Lease shall be completed at the offices of the Landlord's Solicitors or at such other place in Northern Ireland as the Landlord's Solicitors shall reasonably require

3.4 The Tenant shall be responsible for the discharge of all Stamp Duty Land Tax and registration fees arising from the grant of the Lease.

4. **TERMS OF THE LEASE**

4.1 The term of the Lease will be ■ years from and including the Lease Term Commencement Date

4.2 The rent reserved thereby shall be the Rent

4.3 The liability of the Tenant to pay the Rent will commence on the Rent Commencement Date

5. **MONITORING OF DEVELOPMENT COSTS**

The Landlord shall instruct the Quantity Surveyor to monitor the costs of the Works and costs being incurred in connection with the carrying out of the Works

6. **DAMAGE ETC**

Subject to the provisions of the Third Schedule no damage to or destruction of the Premises or any part of the Premises however occasioned shall in any way affect the obligations of the parties under this Agreement

7. **ALIENATION RIGHTS**

7.1 The Tenant is not entitled to and shall not:

7.1.2 assign, charge part with or otherwise deal with its interest under this Agreement in any way

whatsoever or

7.1.2 agree to part with or share possession or occupation of the Premises save as permitted pursuant to the Lease following its grant

7.2 The Landlord is not entitled and shall not prior to the grant of the Lease assign, charge, part with or otherwise deal with its interest under this Agreement except to its statutory successors in title.

8. **TITLE**

8.1 The Landlord having deduced title to the Tenant, the Tenant shall accept the right of the Landlord to grant the Lease as at the date of this Agreement and shall not raise any objection, requisition or other enquiry in respect of the Landlord's title to grant the Lease

8.2 The Landlord shall not prior to the Completion Date:-

8.2.1 Grant or agree to grant any lease or occupational licence at the Premises; or

8.2.2 Grant or agree to grant any Adverse Right which may prejudicially affect the Premises and/or the Works

9. **TERMINATION**

9.1 If for any reason whatsoever the grant funding as referred to in the Letter of Offer is not forthcoming for any reason, or the Landlord is unable to proceed with the project as referred to in the Letter of Offer then, in those circumstances, the Landlord may by immediate notice to the Tenant determine this Agreement and the Agreement and the obligations therein will terminate and be void but without prejudice to either parties' rights against the other.

10. RE-ENTRY

10.1 Without prejudice to any other available right or remedy and subject to the following provision of this clause the Landlord shall be entitled to re-enter the Premises or any part thereof in the name of the whole on any one or more following events (whereupon subject and without prejudice to the other provisions of this Clause 10 this Agreement shall cease and determine) that is to say:

(a) The Tenant shall otherwise fail or omit to carry out its material obligations under this Agreement and does not take all steps to rectify such failure or omission within 15 Working Days of being requested by the Landlord in writing so to do;

10.2 The Landlord shall not exercise its rights under this Clause 10 or take any other steps action or proceedings against the Tenant for any breach of the covenants and conditions of this Agreement without first having given 15 Working Days' notice in writing of its intention to the Tenant so to do

11. CAPITAL ALLOWANCES

The parties agree that the Landlord shall be entitled to the benefit of all Capital Allowances claimable in respect of the Works to the extent of the costs incurred by the Landlord and the Tenant shall at the reasonable and proper cost of the Landlord render any assistance reasonably required to enable the Landlord to fully utilise such allowances.

12. **NOTICES**

12.1 In this clause:

12.1.1 "the Landlord's Address" means the address of the Landlord shown on the first page of this Agreement or such other address as the Landlord may from time to time notify to the Tenant as being its address for service for the purposes of this Agreement; and

12.1.2 "the Tenant's Address" means the address of the Tenant shown on the first page of this Agreement or such other address as the Tenant may from time to time notify to the Landlord as being its address for service for the purposes of this Agreement

12.2 Any notice or other communication given or made in accordance with this Agreement shall be in writing and:

12.2.1 may (in addition to any other effective mode of service) be sent by Registered or Recorded Delivery Post, and

12.2.2 shall (in the case of a notice or other communication to the Landlord) be served on the Landlord at the Landlord's Address, and

12.2.3 shall (in the case of a notice or other communication to the Tenant) be served on the Tenant at the Tenant's Address

13. **EXECUTORY AGREEMENT**

This Agreement is an executory agreement only and shall not operate or be deemed to operate as a demise of the Premises

14. **NON-MERGER ETC**

All the provisions of this Agreement shall (to the extent that they remain to be observed and performed) continue in

full force and effect notwithstanding completion of the Lease

15. **THIRD PARTY RIGHTS**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act

16. **NO PARTNERSHIP**

Nothing in this Agreement or any document referred to in it or any arrangement contemplated by it shall be construed as creating a partnership between the parties for any purpose whatsoever and none of the parties shall have the power or authority to bind any other party or impose any obligations on it to the benefit of any third party

17. **INDULGENCE**

17.1 No failure, delay or indulgence on the part of any party in exercising any power or right under this Agreement shall operate as a waiver of such power of right

17.2 No single or partial exercise of any power or right by any party shall preclude any other or further exercise thereof or the exercise of any other such power or right under this Agreement

17.3 Any specific rights or remedies conferred on the parties under this Agreement are non-exclusive and are in addition to and without prejudice to all other rights and remedies which any such party may have available to it against the other or otherwise

18. **DISPUTES**

In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement such dispute or difference whether arising before or after the determination of this Agreement shall (unless this Agreement otherwise expressly provides) be referred to some independent and fit person to be appointed by the Chairman for the time being of the Royal Institution of Chartered Surveyors in Northern Ireland (save in the case of any dispute relating to the construction of this Agreement or the terms to be incorporated in the Superior Lease or the Lease or to any point of law when such appointment shall be made by the President for the time being of the Law Society of Northern Ireland) on the application of either party and the decision of such person shall be final and binding on the parties hereto Provided That in every case the person so appointed shall act as an expert and not as an arbitrator and his fees and those of the said Chairman or President shall be paid as the expert thinks fit

19. **CONFIDENTIALITY**

The Landlord and the Tenant confirm to each other that it will not make any announcements or disclosures to any third party whatsoever in relation to this Agreement or negotiations in connection therewith save after prior consultation with each other (unless agreed otherwise in writing) or as required to fulfil the obligations of either party in this Agreement

20. **MISCELLANEOUS**

20.1 If any term in or provision of this Agreement is held to be illegal, void or unenforceable in whole or in part under any enactment of law, such term or provision will be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement will not

be affected

20.2 The rights and remedies provided for by this Agreement are cumulative with, and not exclusive of, any rights or remedies provided by law

21. **JURISDICTION**

This Agreement and the rights and obligations of the parties under it are governed by the laws of Northern Ireland and the parties irrevocably submit to the non-exclusive jurisdiction of the Northern Irish Courts

22. **ENTIRE UNDERSTANDING**

22.1 This Agreement embodies the entire understanding of the parties save as augmented by any other agreements exchanged contemporaneously with this Agreement and signed by the parties or by their duly authorised agents which said side letters and agreements shall take effect as a collateral agreement to this Agreement and subject thereto there are no other arrangements between the parties relating to the subject matter of this Agreement

22.2 No amendment or modification of this Agreement shall be valid or binding unless the same:

27.2.1 is made in writing;

27.2.2 refers expressly to this Agreement; and

27.2.3 is signed by both parties

AS WITNESS whereof the hands of the authorised signatories on behalf of the Landlord and the Tenant in each case on the day and year first herein written

FIRST SCHEDULE

THE PREMISES

The Premises shown edged red on the Plan annexed hereto and comprised in Land Registry Folio Number [redacted] [redacted] County Antrim which said premises are known as Hilden Primary School, 4 Bridge Street, Hilden, Lisburn BT27 4RZ.

SECOND SCHEDULE

THE WORKS

SPECIFICATION Draft to be provided and approved.

THIRD SCHEDULE
WORKS PROVISIONS

1. **REQUISITE CONSENTS**

1.1 The Landlord shall:-

1.1.1 use all reasonable endeavours to obtain all Requisite Consents which are from time to time necessary; and

1.1.2 use all reasonable endeavours to procure that none of the Requisite Consents is revoked and that all Requisite Consents continue in full force and effect

2. **THE CONSULTANTS**

2.1 The Landlord will be responsible for the appointment and will engage the services of the Consultants on the basis of the Appointments

2.2 The Landlord shall at all times comply with its obligations and duties to the Consultants under their Appointments

[2.3 The Landlord will require as a condition of engagement of a Consultant that it maintains professional indemnity cover of at least [redacted] in relation to its obligations and duties with respect to the Works sufficient to satisfy proper claims whether in contract or in tort such insurance to be maintained for a period of six years from the Certificate Date]

2.4 Once the Appointments have been entered into the Landlord will:

2.4.1 diligently take all reasonable steps necessary effectually to procure the due performance and observance of the obligations and duties of each Consultant under the relevant Appointment;

2.4.2 not knowingly waive release vary or estop itself from enforcing or seeking redress for any such obligation or duty without the consent of the Tenant; and

2.4.3 not knowingly do nor omit to do any act or thing which would entitle a Consultant to treat as terminated by breach his contract of services in connection with the Works

3. **BUILDING CONTRACT**

3.1 The Landlord shall enter into the Building Contract as soon as reasonably possible after the date hereof

3.2 The Landlord shall not without the prior consent in writing of the Tenant (such consent not to be unreasonably withheld or delayed) materially vary or modify the terms and conditions of the Building Contract

3.3 The Landlord shall at all times comply with its obligations and duties to the Building Contractor under the Building Contract

3.4 Once the Building Contract has been entered into the Landlord shall:

3.4.1 diligently take all reasonable steps necessary to procure the due performance and observance of the obligations and duties of the Building Contractor under the Building Contract

3.4.2 not knowingly do or omit to do any act or thing

which may prejudice the rights or claims of the Tenant under the Contractor's Warranty or any Sub-Contractor's Warranty

3.4.3 provide the Tenant with a copy of the executed Building Contract

3.5 The Landlord shall not waive any of its rights under the Building Contract or give or permit to be given any instruction direction order consent or approval under the Building Contract which would in the Landlord's reasonable opinion materially diminish the quality of design, materials, time limits or workmanship for the Works

3.6 The Landlord shall notify the Tenant promptly of any material failure by the Building Contractor to comply with its obligations under the Building Contract

3.7 The Landlord shall not without the prior consent in writing of the Tenant (such consent not to be unreasonably withheld or delayed) exercise or seek to exercise any right which may be or become available to the Landlord to determine the Building Contract (so far as it lies within the power of the Landlord) or to treat the same as determined

3.8 The Landlord shall not (if the Building Contract determines for any reason) enter into any replacement building contract for the carrying out of the Works unless:

3.8.1 the replacement building contract is in substantially the same form as the original Building Contract in all material respects having due and proper regard to the stage to which the Works shall have progressed at that date; and

3.8.2 the identity of the replacement building contractor has been approved by the Tenant (such approval not be unreasonably withheld or delayed

4. **CONSENTS OF ADJOINING OWNERS AND INDEMNITY**

4.1 To the extent that the Works cannot be carried out without interfering with an Adverse Right or with any Apparatus the Landlord shall use reasonable endeavours to promptly obtain all Adverse Rights Consents to enable the Works to proceed in accordance with this Agreement

5. **VARIATIONS**

5.1 Save as permitted by Paragraph 5.2 and Paragraph 7 the Landlord will not make any variation (that is to say any alteration or addition to or omission of anything from the Specification nor the use of any materials in substitution for those specified in the Specification) without the prior written consent of the Tenant. It is agreed that the Tenant will respond promptly to any requests for consent to any variation and in any event within 7 days of the making of such request.

5.2 In the event that a proposed variation (as defined in Paragraph 5.1 above) to the Specification does not both(i) impact negatively on the capital value of the Development and (ii) require any new Requisite Consent or invalidate any existing Requisite Consent already obtained or if the proposed variation relates to additional internal fit out works for the benefit of any occupier of the Premises, then in any such case such variation may be made without the necessity of seeking consent pursuant to Paragraph 5.1 above

6. **PLANS**

6.1 The Landlord shall grant full right and licence for the benefit of the Tenant and its agents contractors or professional advisers to use any copy drawings and

specifications connected with the Works and designs contained within them originating in or from the carrying out of the design of the Works for the purposes of preparation of building plans and management plans and for other ancillary purposes provided any such use or copying is connected with or in relation to the Development

6.2 Following the Certificate Date the Landlord will provide to the Tenant:-

6.2.1 One paper print and one computer disk copy of a complete set of record drawings for the Works and completed Development as built including the drainage layout and building services installations

6.2.2 A maintenance manual or manuals for the Development which shall include:

(i) A list of names, addresses and contact telephone numbers of the Landlord and the Consultants;

(ii) A list of names, addresses and contact telephone numbers for the Building Contractor and all Sub-Contractors;

(iii) Detailed maintenance/cleaning requirements for all elements/finishes in the Development;

(iv) A schedule of all items within the Development requiring regular maintenance with details of requirements and timescales;

(v) Contact name and telephone numbers for all major suppliers (especially finishes) to the Development.

6.2.3 Commissioning and maintenance manuals for the Plant

6.2.4 Details of the fire protection measures/installations at the Development

6.2.5 A copy of the completed Health and Safety File in respect of the Development

6.2.6 The Building Control Completion Certificate in respect of the Development

7. **MATERIALS**

7.1 The Landlord shall procure that prohibited materials are not specified for use in the Works. Prohibited materials are those which among experts in the construction industry in the UK at the time of incorporation into the Works are generally known to be or are classed as deleterious in the context of their use or which are not in accordance with relevant British Standards or Codes of practice or which do not comply with the relevant recommendations contained or referred to in the latest version of "Good Practice in the Selection of Construction Materials" produced by Ove Arup & Partners and sponsored by the British Property Federation and the British Council for Offices

7.2 If by reason of circumstances beyond the control of the Landlord which were not reasonably foreseeable at the date of this Agreement the Landlord is unable (despite having used all reasonable endeavours) to procure obtaining any of the materials referred to in the Specification the Landlord or the Building Contractor may (subject to notifying the Tenant of its intention to do so and accepting such reasonable representations as the Tenant may make known) in carrying out the Works substitute for them alternative materials of no less quality (subject to such alternative materials complying with the requirements of paragraph 7.1)

8. **CARRYING OUT OF WORKS**

8.1 As soon as reasonably possible after the Building Contract has been entered into the Landlord shall commence or procure commencement of the Works and shall diligently carry out and complete or procure the carrying out and completion of the Works:

8.1.1 in a good and workmanlike manner and in accordance with good building practice; and

8.1.2 with good quality materials goods and equipment of their several kinds; and

8.1.3 in accordance with the terms of all Requisite Consents; and

8.1.4 in accordance with the Specification; and

8.1.5 in accordance with the Building Contract and the Appointments; and

8.1.6 in accordance with the provisions of this Schedule

8.1.7 in compliance with the CDM Regulations;

8.1.8 in accordance with all health and safety legislation and Environmental Law; and

8.1.9 with all due diligence

8.2 During the Development Period the Landlord shall use reasonable endeavours/maintain the Works in good order and condition and take all reasonable measures and precautions:-

8.3.1 to protect the Works from damage by fire and/or malicious cause; and

8.3.2 to keep the Premises secure against trespassers

8.3 The Landlord shall:

8.3.1 not deposit or permit or suffer to be deposited on the Premises any materials which are not required for the carrying out of the Works;

8.3.2 ensure that all safety and other measures are taken to prevent damage and injury and there is kept to a minimum nuisance inconvenience or disturbance to owners and occupiers of the Adjoining Property and members of the public

8.3.3 ensure that good efficient and well maintained plant and equipment is used for the carrying out of the Works

8.3.4 make proper arrangements with the supply authorities for the provision of water electricity telephone and other services required for the carrying out of the Works

8.4.5 ensure that at Practical Completion the Premises are left in full repair and in good and clean condition cleared of all unused building materials plant and equipment used in the Works and temporary structures

8.3.6 observe relevant authorities instructions for the removal of valuable, historical or other items of interest found at the Premises. In the event that the removal of such items is required the Landlord will proceed with the Works to the full extent possible.

9. **REVIEW OF WORKS**

9.1 The Landlord shall:

9.1.1 keep the Tenant informed of the progress of the Works and to any change in the likely date on which Practical Completion will occur taking into account the Fitting Out Works

9.1.2 promptly notify the Tenant of any material problems or delays affecting the Works together with the Landlord's recommendations for overcoming and/or mitigating them

9.1.3 procure that the Tenant shall be invited to attend periodic progress meetings

9.2 The Tenant shall have the right (at any reasonable time on giving to the Landlord reasonable prior written notice of his intention to do so and provided that the Tenant is accompanied by the Architect at all times) to enter upon the Premises in order to view the state and progress of the Works but the Tenant shall not in the exercise of its rights under this paragraph unnecessarily or unreasonably interfere with the carrying out of the Works and such entry shall be in accordance with the Building Contract and all safety and other reasonable requirements imposed by the Landlord and/or the Building Contractor

9.3 The Landlord will pay due regard to any oral or written representation made by or on behalf of the Tenant whether by way of complaint or otherwise pursuant to any inspection made in accordance with the provisions of this Agreement and the Landlord shall take such steps reasonably necessary to ensure that such representations are promptly dealt with

9.4 If the Tenant reasonably considers that any Works have not been or are not being carried out in accordance with this Schedule shall promptly (and in any event not later than 5

Working Days after any inspection (not being an inspection with a view to issue of a Certificate of Practical Completion) and not after the Certificate Date serve on the Landlord a notice ("Defects Notice") specifying the relevant defects in the Works

9.5 The Landlord shall procure that the Building Contractor shall promptly investigate the matters contained in the Defects Notice and shall if deemed necessary remedy or procure the remedying of such matters within a reasonable period of the service of the Defects Notice

10. **INSURANCE**

10.1 Following the Building Contractor's appointment, the Landlord shall insure or cause to be insured the Works in the name of the Landlord and the Building Contractor against loss or damage by the Insured Risks as are appropriate to the stage of development of the Works reached in an amount equal to the full reinstatement value of the Works (or such part of the Works as shall from time to time have been carried out) in the event of their total destruction together with the cost of demolition, site clearance, architects and other reasonable and proper professional fees

10.2 The Landlord shall cause to be effected and maintained such insurance against third party and public liability risks

10.3 The Landlord shall notify the Tenant immediately upon the occurrence of any material damage to or destruction of the Works (whether or not caused by any of the Insured Risks) and in any such case shall (subject to all necessary Requisite Consents being obtained) promptly reinstate or the Works in accordance with the provisions of this Schedule unless same proves impracticable or impossible following all reasonable endeavours whereupon the Landlord may by immediate notice determine this Agreement which

shall then immediately come to an end without prejudice to the rights of either party against the other

10.4 If the Works shall be damaged or destroyed by any act for which compensation can be claimed under the provisions of the Criminal Damage (Compensation) (Northern Ireland) Order 1977 then the Landlord shall claim such compensation accordingly and shall use all monies received thereunder to restore such damage or destruction unless same proves impracticable or impossible following all reasonable endeavours whereupon the Landlord may by immediate notice determine this Agreement which shall then immediately come to an end without prejudice to the rights of either party against the other

11. **CDM REGULATIONS**

11.1 The Landlord agrees to undertake all the obligations of a client and to use its best endeavours to ensure that the Works are carried out in accordance with the CDM Regulations

11.2 Before commencement of the Works the Landlord will make a declaration that it is the only client in respect of the Works

11.3 The Landlord will use its reasonable endeavours to ensure that the Building Contractor and Sub-Contractors and the Consultants comply with their respective obligations under the CDM Regulations.

11.4 The Landlord will ensure that the Building Contractor, the Sub-Contractors and the Consultants are both promptly:-

(a) supplied with all relevant information required under the CDM Regulations, and

(b) notified of any changes relating to the Development which may have any effect on their responsibilities or duties under the CDM Regulations

11.5 The Landlord will comply with and ensure that the Health and Safety plan is kept up to date and will ensure that the Health and Safety file is maintained correctly and is available for inspection in accordance with the CDM Regulations

12. **TIME FOR AND COMPLETION OF THE WORKS**

The Landlord shall use all reasonable endeavours carry out or procure the carrying out of the Works to such a stage as would entitle the Architect to issue a Certificate of Practical Completion in respect of all of the Works not later than the Target Practical Completion Date (subject to the provisions of paragraph 3.2 above)

13. **PRACTICAL COMPLETION**

13.1 As soon as reasonably practicable after practical completion of the Works in accordance with the Building Contract, the Landlord will procure the issue of the Certificate by the Architect

13.2 The Landlord will use all reasonable endeavours to give the Tenant at least 4 weeks prior written notice of the likely date of the issue of the Certificate and in addition the Landlord shall procure that no Certificate shall be issued by the Architect unless the Architect has given to the Tenant not less than 10 Working Days notice that the Architect proposes on a date specified in such notice to carry out a joint inspection ("Inspection") of the Works with a view to issuing the Certificate

13.3 The Landlord will furnish to the Tenant any Snagging Works list (if any) prepared by the Architect and served on the Building Contractor prior to an Inspection

13.4 The Tenant shall be entitled to attend every Inspection and

the Landlord shall procure that the Architect shall fully investigate and have due regard to any reasonable representations made by the Tenant to the Architect during the Inspection concerning the issue of the Certificate or what snagging items and omissions the Tenant considers should be noted on the Certificate but the issue or non-issue of the Certificate shall be in the sole professional discretion of the Architect

13.5 Any Certificate issued by the Architect shall be validly issued for the purposes of this Agreement where the only part of the Works remaining to be completed are Snagging Works

13.6 The Landlord shall procure that a copy of the Certificate of shall be supplied to the Tenant as soon as is reasonably possible

13.7 If the Tenant believes that the Certificate should not have issued or that the Certificate has not been properly qualified upon its issue it shall notify the Landlord as soon as possible giving full details of its objections and the Tenant and the Landlord shall endeavour to agree what if any action should reasonably be taken but if they cannot or do not do so the objections not so resolved shall be submitted to expert determination in accordance with Clause 18. The Landlord will immediately take whatever actions may be required in consequence of the resolution of the objections of the Tenant or the decision of the expert

13.8 The Landlord shall procure that not later than the Certificate Date:

13.8.1 all items of Plant are installed in the Premises, are in good working order and (where applicable) operate to the relevant design specification mentioned in the Tender Documents; and

13.8.2 all water electricity drainage and other services to the Premises as provided for in the Specification are fully operational and connected to the mains

13.9 As soon as reasonably possible after the Certificate Date, the Landlord shall deliver to the Tenant in respect of the Works:

13.9.1 a full copy of the Health and Safety File for the Premises;

13.9.2 one set of as-built drawings of the Development in electronic form and one set in hard copy

13.9.3 copies of all Product Guarantees relating to the Works in the Landlord's possession or control

13.10 The Landlord shall carry out all Snagging Works, or procure that they are carried out, as soon as reasonably possible

14. **RECTIFICATION**

14.1 The Landlord shall have proper regard to any written notification by the Tenant relating to any defects discovered in the Development during the Rectification Period and shall ensure that any such defects are remedied within a reasonable period of such notification (or sooner in an emergency) and in any event prior to the issue of the Certificate of Making Good at the end of such period.

14.2 The Landlord shall give notice and convene a meeting with the Tenant at least 7 Working Days prior to the issue of the Certificate of Making Good to enable the Tenant or its professional advisers to inspect the Development and to prepare a list of any works reasonably to be undertaken as a prerequisite to the issue of the Certificate of Making Good

14.3 Within 3 days of the meeting referred to in Paragraph 14.2 the Tenant will prepare a list of any additional works it reasonably requires to be done before the issue of the Certificate of Making Good and the Landlord shall at its discretion if it deems it reasonable procure that such matters are resolved prior to the issue of the Certificate of Making Good. If any dispute arises between the parties in connection with such list then the matter shall be submitted to expert determination in accordance with Clause 18 of this Agreement.

15. TERMINATION

In the event of the termination of this Agreement prior to the Completion Date the obligation on the part of the Landlord in this Agreement to grant the Lease shall have no effect.

APPENDIX 1

BUILDING CONTRACTOR'S WARRANTY

APPENDIX 2

LEASE

APPENDIX 3

PROGRAMME

SIGNED by
an authorised signatory
on behalf of **THE LANDLORD**
in presence of:

SIGNED by
an authorised signatory
on behalf of **THE TENANT**
in presence of:

DATED THE DAY OF 2024

LISBURN AND CASTLEREAGH CITY COUNCIL

-and -

[redacted]

L E A S E

(Substation Site at [redacted])

SITE AND RIGHT-OF-WAY

***[DELETE IF NOT LAND REGISTRY]**

[OTHER PROVISIONS WITHIN SQUARE BRACKETS TO BE DELETED IF NOT APPROPRIATE]

[

LAND REGISTRY

FOLIO NO: **COUNTY:**

REGISTERED OWNER: **]**

THIS INDENTURE made the day of Two Thousand and Twenty Four

Between **LISBURN AND CASTLEREAGH CITY COUNCIL**, CIVIC HEADQUARTERS, LAGAN VALLEY ISLAND, LISBURN, CO ANTRIM, BT274RL.

(hereinafter called "the Lessor" which expression shall where the context so requires or admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby demised) of the one part and [redacted]

(hereinafter called "the Lessee" which expression shall where the context so requires or admits include its successors and assigns) of the other part

WITNESSETH that in consideration of the sum of [redacted] pounds paid by the Lessee to the Lessor (the receipt of which sum the Lessor hereby acknowledges) and in consideration of the rent hereinafter reserved and the covenants on the part of the Lessee and conditions hereinafter contained the Lessor **HEREBY DEMISES** unto the Lessee **ALL THAT** piece or parcel of ground (hereinafter referred to as "the demised premises") situate at LAGAN VALLEY LEISURE PLEX, 18 LISBURN LEISURE PARK in the Parish of LISBURN Barony of and County of ANTRIM***[being part of the premises comprised in the above**

mentioned Folio] and more particularly delineated and described as to measurements abuttals and boundaries on the map or plan thereof numbered [redacted] hereto attached and thereon shown edged red

TOGETHER WITH Full and Free right and liberty for the Lessee its servants agents workmen and all persons authorised by it at all times either with or without vehicles to pass and repass on over and along adjoining lands of the Lessor ***[also being part of the premises comprised in the above mentioned Folio]** which said lands are shown coloured/edged blue on the said map or plan for all purposes connected with the erection repair and maintenance of a static electricity sub-station including all other necessary works and operations connected therewith

EXCEPTING AND RESERVING out of this demise all such matters and things as are excepted and reserved out of the ***[above mentioned Folio]** deeds under which the Lessor holds the said lands with others **TO HOLD** the demised premises unto the Lessee for the term of [redacted] years from the First day of [redacted] **YIELDING AND PAYING** therefor during the said term the yearly rent of [redacted] (if demanded) clear of all deductions on the First day of MARCH in each year the first of such payments (if demanded) to be made on the First day of [redacted]

AND the Lessee for itself its successors and assigns **HEREBY COVENANTS** with the Lessor as follows:-

(1) During the said term to pay the said rent (if demanded) in manner aforesaid

(2) During the said term to pay all existing and future rates taxes charges and outgoings for the time being payable in respect of the demised premises

(3) Not (except with the consent of the Lessor such consent not to be unreasonably withheld or delayed) to use the demised premises for any purpose save in connection with its electricity undertaking

(4) Not to assign sub-let or part with possession of the demised premises without the consent of the Lessor such consent not to be unreasonably withheld or delayed

(5) During the said term to keep the demised premises and all buildings and other erections thereon in good order repair and condition

(6) At the expiration or sooner determination of the said term to deliver up to the Lessor the demised premises in good order and condition subject as hereinafter mentioned

(7) To indemnify the Lessor from and against all actions costs claims and demands of any nature or kind arising from any loss damage or injury which may be caused by reason of or in consequence of the erection repair maintenance and user of any equipment or works of the Lessee on the demised premises **PROVIDED THAT** such actions costs claims and demands do not arise through the act neglect or default of the Lessor or the agents servants workmen tenants licensees of the Lessor or any other person claiming thereunder

(8) To define by means of a concrete slab (or such other means as may be agreed between the Lessor and the Lessee) the demised premises as indicated on the attached map or plan from the adjoining premises of the Lessor and to maintain the concrete (or such other means of definition) in good order repair and condition throughout the term of this demise

AND the Lessor hereby for itself [themselves] [himself] and its [their] [his heirs executors administrators and assigns] successors and assigns covenants with the Lessee that the Lessee paying the rent hereby reserved (if demanded) and observing and performing the covenants on the part of the Lessee and the conditions herein contained may quietly hold and enjoy the

demised premises during this demise without any interruption by the Lessor or the successors and assigns of the Lessor or any person or persons claiming under or in trust for the Lessor

PROVIDED ALWAYS and it is hereby agreed and declared that:

1. On the determination of this demise the Lessee may remove from the demised premises all buildings and erections constructed or erected on the demised premises by the Lessee the Lessee making good any damage caused by such removal
2. If the Lessee wishes to determine this Lease at any time after the expiry of the 10th year of the Term and shall give to the Lessor not less than 6 months' notice in writing then upon the expiry of such notice this Lease shall immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim for breach of covenant

AND IT IS HEREBY FURTHER AGREED by the parties hereto that the expression "electricity undertaking" shall include any operations usually connected or associated herewith or which may conveniently be carried on therewith without affecting the lands of the Lessor or the use thereof **AND** words importing the singular number only shall include the plural number and vice versa and where two or more persons are included in the word "Lessor" covenants expressed to be made by the Lessor shall be deemed to be made by such persons jointly and severally and words importing the masculine gender only shall include the feminine gender

***[AND the Lessor HEREBY ASSENTS to the registration of this Lease as a burden affecting the lands comprised in the above mentioned Folio]**

IN WITNESS whereof the parties hereto have executed this document as a deed in the day and year first herein written

PRESENT when the Common [Official] Seal of the Lessor was affixed hereto:- :

SIGNED SEALED AND DELIVERED by the Lessor in presence of:- :

PRESENT when the Common Seal of the Lessee was affixed hereto:- :