



October 29th, 2025

**TO: The Right Worshipful the Mayor and Members
of Lisburn & Castlereagh City Council**

A meeting **of Lisburn & Castlereagh City Council** will be held on **Tuesday, 28th October 2025 at 7:00 pm** in the Council Chamber for the transaction of the business on the undernoted agenda.

DAVID BURNS
CHIEF EXECUTIVE
LISBURN & CASTLEREAGH CITY COUNCIL

Agenda

1.0 BUSINESS OF THE RIGHT WORSHIPFUL THE MAYOR

📄 *Mayors Engagements for Council October Meeting.pdf*

Page 1

2.0 APOLOGIES

3.0 DECLARATIONS OF MEMBERS' INTERESTS

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

📄 *Disclosure of Interests form Sept 24.pdf*

Page 7

4.0 COUNCIL MINUTES

4.1 Council Meeting - 23 September, 2025

For Approval

📄 *MM 23.09.2025 Draft Minutes for Adoption.pdf*

Page 9

5.0 MATTERS ARISING

6.0 DEPUTATIONS

7.0 BUSINESS REQUIRED BY STATUTE

7.1 Signing of Legal Documents

For Decision

- Lisburn and Castlereagh City Council and PWS Ireland Ltd, Greenbank Industrial Estate, Newry BT34 QX – The Manufacture and Delivery of Street Nameplates for LCCC (T24/25-057)
- Lisburn and Castlereagh City Council and Workforce Training Services, 88 Springfield Road, Belfast BT12 7AJ – For delivery of F25/26-007 – Transport Academy as per the Lisburn and Castlereagh Labour Market Action Plan 2025/26
- Lisburn and Castlereagh City Council and Shannon Road Markings Ltd, 9a Groganstown, Belfast BT17 0NR – Contract for AT4 Line Marking 1st September 2025 – 31st August 2028 (T25/26-013)

- Lisburn and Castlereagh City Council and Sunbelt Rentals Ltd, 100 Cheapside, London EC2V 6DT; Maurice Flynn & Sons Ltd, Saunders House, Springfield Industrial Estate, 2 Springbank Road, Belfast BT17 0QL; Balloo Hire Centre Limited, 31 Sydenham Road, Belfast BT3 9DH; KDM Hire Ltd, Alexander Road, Castlereagh BT6 9HP – Contract for AT2 Hire of Plant and Machinery 1st September 2025 – 31st August 2028 (T25/26-014)

8.0 ADOPTION OF MINUTES OF COMMITTEES

For Approval

- | | | |
|-----|---|---------|
| 8.1 | Special Governance & Audit Committee - 25 September, 2025
📎 (S) G A 25 09 2025 Draft Minutes for Adoption.pdf | Page 23 |
| 8.2 | Environment and Sustainability Committee - 1 October, 2025
📎 ESC 01.10.2025 Draft Minutes for Adoption.pdf | Page 26 |
| 8.3 | Regeneration and Growth Committee - 2 October, 2025
📎 RGC 02 10 2025 Draft minute for Adoption.pdf | Page 34 |
| 8.4 | Communities and Wellbeing Committee - 7 October, 2025
📎 CWC 07 10 2025 draft Minutes for Adoption.pdf | Page 43 |
| 8.5 | Corporate Services Committee - 8 October, 2025
📎 CSC 08 10 2025 DRAFT Minute for Adoption.pdf | Page 54 |
| 8.6 | Planning Committee - 8 September, 2025 (FOR NOTING)
📎 PC 08.09.2025 - Ratified Minutes - FOR NOTING.pdf | Page 63 |

9.0 REPORT FROM CHIEF EXECUTIVE

- | | | |
|-----|--|---------|
| 9.1 | Requirement to enter into a Section 76 planning agreement for planning application LA05/2020/0303/F
<i>For Decision</i>
📎 FINAL S76 report - Full Council - LA05 2020 0303F.pdf | Page 69 |
| | 📎 Appendix 1 - Site Layout.pdf | Page 71 |
| | 📎 Appendix 2 Final S76 Lurgan Road Redacted.pdf | Page 72 |

9.2 Requirement to enter into a Section 76 planning agreement for planning application LA05/2023/0623/F

For Decision

 **FINAL S76 report - Full Council - LA05 2023 0623F.pdf** **Page 100**

 **Appendix 1 Final S76 Gravelhill Road_Redacted.pdf** **Page 102**

9.3 Requirement to enter into a Section 76 planning agreement for planning application LA05/2023/0900/F

For Decision

 **FINAL S76 report - Full Council - LA05 2023 0900F.pdf** **Page 123**

 **Appendix 1 - Moira Gate s76 FINAL 16.10.25.pdf** **Page 125**

 **Appendix 2 - Plan1 - Site Location Plan (1).pdf** **Page 141**

 **Appendix 3 - Plan 2 - Site Layout (1).pdf** **Page 142**

9.4 Requirement to enter into a Section 76 planning agreement for planning application LA05/2024/0513/F

For Decision

 **FINAL S76 report - Full Council - LA05 2024 0513F.pdf** **Page 143**

 **Appendix 1 Final S76 Mealough_Redacted.pdf** **Page 145**

 **Appendix 2 Section 76_LA0520230292F Redacted.pdf** **Page 177**

10.0 REPORTS FROM MEMBERS ON BOARDS

(NONE)

11.0 REPORTS ON DECISIONS SUBJECT TO THE RECONSIDERATION PROCEDURE

(NONE)

12.0 NOTICES OF MOTION

12.1 No 1 on the subject of Digital ID Card in the name of Councillor A Gowan

For Decision

 **NoM 1 Digital ID Cards.pdf** **Page 195**

12.2 No 2 on the subject of Standing Up for Innocent Victims in the name of

13.0 CONFIDENTIAL BUSINESS

13.1 Report on the details of the abandoned dog, known as Max: Circumstances, Chronology of Events, Summary and Key Outcomes including lessons learned

For Decision

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

 **Report for Council from DES (002).pdf** **Page 199**

 **Appendix 1.pdf** **Page 202**

 **Appendix 2 CP (1).pdf** **Page 218**

 **Appendix 2b (n).pdf** **Page 222**

 **Appendix 3 (n).pdf** **Page 226**

 **Appendix 3b (n)_Redacted.pdf** **Page 230**

 **APPENDIX 4.pdf** **Page 234**

 **Appendix 5 (n).pdf** **Page 242**

14.0 ANY OTHER BUSINESS

MAYORS ENGAGEMENTS FOR FULL COUNCIL MEETING**Monday 15th September**

Mayor to attend RBL Veterans Breakfast, Sackville Street

Mayor to meet with Connected Minds Youth, LVI

Tuesday 16th September

Mayor to host reception for Lisburn Deaf Community, LVI

Mayor to host reception for young adults from Give & Take Programme, Lisburn

Wednesday 17th September

Mayor to attend Hilden School preview tour

Mayor to attend Hilden School is reimagined for little learners, Tea Room, Hilden Mill

Mayor to visit Macmillan Annual Fundraising Coffee Morning, Loch Keepers Inn

Thursday 18th September

Mayor to host participants from Orchardville, LVI

Mayor to attend tea dance at Sarah Crothers Hall to celebrate two golden wedding anniversaries

Mayor to host reception for Womens Aid Lisburn, LVI

Mayor to attend Garden Party, Nugent House, Thiepval Barracks

Friday 19th September

Mayor to host reception for Knit & Natter Group, LVI

Sunday 21st September

Mayor to attend Big Breakfast for Mayoral Charity at Distillery Football Club

Monday 22nd September

Mayor to meet with Caleb's Cause, LVI

Tuesday 23rd September

Mayor to attend Macmillan Coffee Morning, Ballymacash Community Centre

Wednesday 24th September

Mayor to attend Breast Cancer Awareness Month launch, Action Cancer House, Belfast

Thursday 25th September

Mayor to attend DBEC meeting, Mansion House, Dublin

Mayor to attend Board Meeting, Citizens Advice, Lisburn

Friday 26th September

Mayor to attend 'Be Inclusive Training for Employers' event, ILC

Mayor to attend Youth Wellbeing Programme, launch of the 'Train the Trainer Manual', LVI

Mayor to attend Big Day Out Event with Include Youth to celebrate all the young peoples' achievements, LVLP

Saturday 27th September

Mayor to bucket collect for Mayoral charity at Dog Show, Eikon Centre

Mayor to attend Macmillan Coffee Morning, Pond Park Primary School

Sunday 28th September

Mayor to bucket collect for Mayoral charity at Dog Show, Eikon Centre

Monday 29th September

Mayor to bucket collect for Mayoral Charity, Down Royal Racecourse

Tuesday 30th September

Mayor to visit Knockmore Coca Cola facility to formally open the newly renovated Robinson Theatre

Mayor to attend Paint the Town Pink switch on, Market Square, Lisburn

Wednesday 1st October

Mayor to attend Business Engagement visit to Drayne's Farm

Mayor to visit Action Cancer Big Bus, LVI

Mayor to host reception for Des Marley on his retirement from NIHE, LVI

Mayor to host reception for Transplant Team NI to congratulate them on their success in the Transplant Games, LVI

Thursday 2nd October

Mayor to visit local businesses taking part in the 'Paint the town Pink' campaign

Friday 3rd October

Mayor to attend Meadow Bridge Primary School to present badges to newly elected School Council members

Mayor to call to Lagan View's Annual Macmillan coffee morning, Laganview Enterprise Centre

Mayor to visit Positive Ageing Fair, Lisburn Library

Mayor to visit Festival of Flowers 150th Anniversary of All Saints Church Eglantine

Mayor to attend Lisburn Chamber of Commerce Annual Dinner, Edenmore Golf Club

Saturday 4th October

Mayor to bucket collect for Mayoral charity at Glenavy GAC match

Monday 6th October

Mayor to visit local businesses taking part in the 'Paint the town Pink' campaign

Mayor to attend Hygiene Bank Moira event to mark 5 years of service during Hygiene Week 2025, LVI

Tuesday 7th October

Mayor to call at Annual World Mental Health Day community event, Market Square, Lisburn

Friday 10th October

Mayor to bucket collect for Mayoral charity with Four G, Asda, Dundonald

Mayor to host dinner a dinner to celebrate inclusion for disability and beyond, Down Royal Racecourse

Saturday 11th October

Mayor to attend PAPYRUS Hope Walk, Lisburn

Monday 13th October

Mayor to attend NIHE Engagement Workshop with Elected Members

Mayor to host reception for Susan Jones following her Spirit of Education Award at the Pride of NI 2025, LVI

Tuesday 14th October

Mayor to host reception for Atlas Women Centre, LVI

Mayor to call to Lagan Valley Rural Transport to mark the beginning of Community Transport Week 2025

Mayor to host reception for the winners of the High Street Hero Awards, LVI

Wednesday 15th October

Mayor to meet with Mencap & Friends of the Cancer Centre, LVI

Mayor to call into social café at Lagan Valley Leisureplex re Breast Cancer Awareness Event

Mayor to host reception for Lisburn walking group, LVI

Thursday 16th October

Mayor to host reception for Good Relations Week with Live Life and Apex Housing

Mayor to attend Beechland Community Group 'Tea Dance Turns Pink', Sarah Crothers Hall

Mayor to attend light up at Coca Cola for Paint the Town Pink

Friday 17th October

Mayor to visit Anahilt Primary School for fundraising event for Mayors Charity

Mayor to attend launch of Habitat Ireland's Impact Report, Restore Lisburn

Saturday 18th October

Mayor to attend coffee morning with Lisburn Rangers Football Club for Mayors Charity

Mayor to bucket collect for Mayoral charity at Ballymacash Football Club

Sunday 19th October

Mayor to attend Down GAA Senior Final, Newry

DEPUTY MAYOR'S ENGAGEMENTS FOR FULL COUNCIL MEETING

Wednesday 17th September

Deputy Mayor to attend NISCC Professional in Practice Awards Ceremony, LVI

Monday 29th September

Deputy Mayor to attend NI Environment Week 2025 Launch, Stormont

Saturday 11th October

Deputy Mayor to attend Larchfield Community Association Road Run & Threshing Day

Deputy Mayor to attend NI Institute of Beekeepers Event, Lisburn Congregational Church

Thursday 16th October

Deputy Mayor to attend NI Veterans Dinner 2025, Crowne Plaza, Belfast

Sunday 19th October

Deputy Mayor to attend Salvation Army church service with Ruckenwind Christian Choir from Dusseldorf, Germany

LISBURN & CASTLEREAGH CITY COUNCIL

MEMBERS DISCLOSURE OF INTERESTS

1. Pecuniary Interests

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

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

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

2. Private or Personal Non-Pecuniary Interests

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

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

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

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

Pecuniary Interests

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

Date of Meeting: _____

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

Nature of Pecuniary Interest:

Private or Personal Non-Pecuniary Interests

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

Date of Meeting:

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

Nature of Private or Personal Non-Pecuniary Interest:

Name:

Address:

Signed:

Date:

--	--

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

MM 23.09.2025

LISBURN & CASTLEREAGH CITY COUNCIL

9

Minutes of the Monthly Meeting of Council held on Tuesday 23 September, 2025 at 7:00 pm

PRESENT IN CHAMBER:

The Right Worshipful the Mayor
Alderman A Grehan

Deputy Mayor
Alderman H Legge

Aldermen J Baird, A G Ewart MBE, O Gawith, M Gregg,
A McIntyre, S P Porter and J Tinsley

Councillors J Bamford, R T Beckett, S Burns, R Carlin,
P Catney, D J Craig, K Dickson, A P Ewing, J Gallen,
A Givan, A Gowan, J Harpur, B Higginson, G Hynds,
J Lavery BEM, S Lowry, D Lynch, U Mackin, B Magee,
A Martin, T Mitchell, C McCready, M McKeever, R McLernon,
N Parker and G Thompson

PRESENT REMOTELY:

Alderman S Skillen

IN ATTENDANCE:

Lisburn & Castlereagh City Council

Director of Organisation Development and Innovation
Director of Leisure and Community Wellbeing
Director of Environmental Services
Director of Regeneration and Growth
Member Services Officers (CR & EW)
Technician
IT Officer

Northern Ireland Housing Executive

In Person:

Ms J Hawthorne, Director of Housing
Mr L Gunn, Belfast Regional Manager
Ms F McGrath, Head of Place Shaping Belfast

Remotely:

Mr A Kennedy, Assistant Director Asset Strategy
Mr C Stitt, Lisburn & Castlereagh Area Manager
Ms A McDermott, Area Manager, Belfast Housing Solutions
and Support Team
Mr G Davis, Income Collection Manager, Belfast Region

MM 23.09.2025

10

Commencement of the Meeting

At the commencement of the meeting, The Right Worshipful the Mayor, Alderman A Grehan, welcomed those present to the meeting of Council which was being livestreamed to enable members of the public to hear and see the proceedings. The Mayor pointed out that, should the meeting go into committee to consider confidential business, any members of the press and the public in attendance would be required to leave the Council Chamber for the duration of those matters.

The Director of Organisation Development and Innovation outlined the evacuation procedures in the case of an emergency. The Right Worshipful the Mayor requested that all mobile phones be put on silent or switched off for the duration of the meeting and pointed out that, in accordance with the Council's Standing Orders, whilst the meeting was being live-streamed, unauthorised recording was not permitted.

Prayers

The Right Worshipful the Mayor advised that her Chaplain, Rev A Thompson, was unable to be present this evening and, in his place, she welcomed Rev P Jamieson from Hillhall Presbyterian Church. Rev Jamieson addressed the meeting and said a prayer, during which he remembered the following bereavements:

- Stephen Moreland who had worked as a joiner in Assets. Stephen had worked for the Council for over 22 years, having previously been with the former Castlereagh Borough Council, and had been a beloved and valued colleague to many; and
- Her Royal Highness, The Duchess of Kent.

The Right Worshipful the Mayor, Alderman A Grehan, thanked Rev Jamieson for his attendance and he left the meeting (7.13 pm).

1. Business of The Right Worshipful the Mayor

1.1 Mayor's Engagements

The Council noted a number of engagements attended by The Right Worshipful the Mayor, Alderman A Grehan, and the Deputy Mayor, Alderman H Legge, since the last meeting of Council.

2. Apologies

It was agreed to accept apologies for non-attendance at the meeting on behalf of Councillors D Bassett, C Kemp, G McCleave and N Trimble and the Chief Executive. Councillor J Gallen offered apologies at this stage as he would be required to leave the meeting early.

MM 23.09.2025

11

3. Declarations of Interest

Councillor D J Craig declared an interest in item 7.2 of the Communities and Wellbeing Committee minutes “Provision of Generalist Advice Services”, given that his wife was Chair of the Board of Community Advice Lisburn Castlereagh, which delivered the Generalist Advice Service.

4. Council Minutes

4.1 Council Meeting – 26 August, 2025

It was proposed by Alderman A G Ewart, seconded by Councillor T Mitchell and agreed that the minutes of the meeting of Council held on 26 August, 2025 be confirmed and signed.

5. Matters Arising

There were no matters arising.

6. Deputations

6.1 NIHE – Presentation of the Lisburn & Castlereagh City Council Housing Investment Plan 2025

During this item of business, Councillor J Gallen left the meeting (7.45 pm) and the following Members left, and returned to, the meeting:

- Councillor D Lynch (7.36 pm and 7.47 pm respectively);
- Councillor J Harpur (7.38 pm and 7.40 pm respectively);
- Councillor B Higginson (7.48 pm and 7.52 pm respectively);
- Alderman A McIntyre (7.49 pm and 7.52 pm respectively);
- Councillor A Gowan (7.55 pm and 8.05 pm respectively);
- Councillor R McLernon (8.05 pm and 8.10 pm); and
- Councillors T Mitchell and C McCready (8.07 pm and 8.09 pm).

The Right Worshipful the Mayor, Alderman A Grehan, welcomed to the meeting, Ms J Hawthorne, Mr L Gunn and Ms F McGrath who were present in the Council Chamber and Mr A Kennedy, Mr C Stitt, Ms A McDermott and Mr G Davis who were joining the meeting remotely.

At the outset, the Mayor reminded Members that answers to pre-submitted questions of a strategic nature relating to the Housing Investment Plan had been provided earlier in the day on Decision Time. She also pointed out that DEA workshops had been arranged to take place on 13 October, at which operational issues could be addressed.

MM 23.09.2025

12

6.1 NIHE – Presentation of the Lisburn & Castlereagh City Council Housing Investment Plan 2025 (Contd)

Ms Hawthorne made a presentation, during which she covered areas such as community planning update, Housing Executive spend 2024/25, waiting list trends 2022-2025, the 15 year housing assessment market, affordable housing supply, projected spend 2025/26 and key housing challenges and opportunities.

A number of Members' queries were addressed in respect of:

- allocation of housing to people from the local community;
- succession policy;
- planning permission for programmed schemes;
- intermediate units;
- grants for rural areas;
- oil buying clubs;
- direct exchange process; and
- assistance provided for partially-sighted tenants.

During discussion, NIHE representatives agreed to provide Members with:

- information on when the cavity wall insulation scheme would be implemented in the different housing areas;
- information on whether schemes programmed for this year were on target; and
- information in relation to the direct exchange policy.

It was noted that the following would be addressed at the forthcoming DEA workshops:

- discrepancy between disabled facilities grants awarded and the actual costs of completion since 2020/21; and
- actions to ensure contractors fulfilled their obligations.

Councillor P Catney put on record his thanks to Mr D Marley who was retiring as Lisburn and Castlereagh Area Manager. He also extended best wishes to Mr C Stitt, who had taken up this position.

The Right Worshipful the Mayor, Alderman A Grehan, thanked the NIHE representatives for their attendance and they left the meeting (8.12 pm).

7. Business Required by Statute

(i) Signing of Legal Documents

It was proposed by Alderman J Tinsley, seconded by Councillor A Givan and agreed that the following legal documents be signed at the meeting:

MM 23.09.2025

13

(i) Signing of Legal Documents (Contd)

- Lisburn and Castlereagh City Council and Belfast City Council, City Hall, Belfast BT1 5GS; Antrim and Newtownabbey Borough Council, Mossley Mill, Newtownabbey BT36 5QA; Ards and North Down Borough Council, Town Hall, The Castle, Bangor BT20 4BT; Armagh City, Banbridge and Craigavon Borough Council, Council Offices, The Palace Demesne, Armagh BT60 4EL; Causeway Coast and Glens Borough Council, Cloonavin, 66 Portstewart Road, Coleraine BT52 1EY; Derry City and Strabane District Council, 98 Strand Road, Derry BT48 7NN; Fermanagh and Omagh District Council, Enniskillen Townhall, 2 Townhall Street, Enniskillen BT74 7BA; Mid and East Antrim Borough Council, 1-29 Bridge Street, Ballymena BT43 5EJ; Mid Ulster District Council, Burn Road, Cookstown BT80 8DT; Newry, Mourne and Down District Council, Monaghan Row, Newry BT35 8DJ – Addendum to Collaboration Agreement in respect of The Northern Ireland Enterprise Support Service (NIESS);
- Lisburn and Castlereagh City Council and South Eastern Regional College, 25 Castle Street, Lisburn BT27 4SU – For Delivery of Lisburn and Castlereagh Labour Market Partnership 2025/26 Action Plan – Employee Upskilling Programme; Welding Academy; Digital Academy (Level 2); Women in Engineering; Women into Welding; Greener Heat for Homes Academy;
- Lisburn and Castlereagh City Council and JPM Contracts Ltd, 79 Main Street, Dungiven BT4 4LE – Lisburn Orientation and Walkability Project – Wayfinding Signage Lisburn Centre (T24/25-049) - Form of Deed; and
- Lisburn and Castlereagh City Council and Northern Ireland Office, Erskine House, 20-32 Chichester Street, Belfast BT1 4GF – Lease for Ground Floor Office, 1st Floor Office and Former Council Chamber at Bradford Court.

8. Adoption of Minutes of Committees

Councillor D J Craig left the meeting (8.13 pm).

Communities and Wellbeing Committee**2 September, 2025**

Proposed by Councillor T Mitchell

Seconded by Councillor A Givan

'Play Park at Hilden, Lisburn' and 'Play Park at Huguenot Drive, Lisburn'
Page 432, Items 6.2 and 6.3

Councillor G Hynds put on record his thanks to the Director of Leisure and Community Wellbeing and the Acting Head of Service (Parks & Amenities) for the quick action taken to address maintenance issues at the above play parks and welcomed any future improvement works that would take place.

Environment and Sustainability Committee**3 September, 2025**

Proposed by Alderman O Gawith

Seconded by Councillor S Burns

Regeneration and Growth Committee**4 September, 2025**

Proposed by Councillor J Harpur

Seconded by Alderman A McIntyre

MM 23.09.2025

14

Car Parking Strategy – Update
Page 454, Item 6.8

In response to comments by Councillor G Hynds, the Director of Regeneration and Growth advised that an information session would be held, possibly in October, in respect of the car parking strategy.

Corporate Services Committee

10 September, 2025

Proposed by Councillor B Higginson

Seconded by Councillor J Bamford

Councillor B Higginson pointed out that the Corporate Service Committee minutes remained subject to the call-in procedure until 10.00 am on 25 September, 2025.

Notice of Motion on Transparency
Page 472, Item 8.2

In response to comments by Councillor G Hynds regarding the delay in implementation of transparency measures, the Director of Organisation Development and Innovation gave a reassurance that the Council not only achieved, but exceeded, the statutory requirements on transparency. Members had already commended Officers for having increased transparency. The delay referred to by Councillor Hynds had been occasioned by there currently being no Director of Corporate Services nor Head of Service in post, but both posts were being actively recruited. The Council was meeting its obligations, but understood there was a need for progressing the Notice of Motion, which would happen as soon as was possible. Councillor P Catney concurred with comments made by Councillor Hynds.

Governance and Audit Committee

11 September, 2025

Proposed by Councillor D Lynch

Seconded by Alderman J Tinsley

Planning Committee

4 August, 2025

The minutes of the Planning Committee meeting of 4 August, 2025 had been circulated for noting only as these minutes had been agreed at the subsequent meeting of the Planning Committee on 1 September, 2025. It was proposed by Alderman J Tinsley, seconded by Alderman O Gawith and agreed that their contents be noted.

Councillor A P Ewing left the meeting (8.22 pm).

9. Report from Chief Executive

Councillor D J Craig returned to the meeting (8.23 pm).

MM 23.09.2025

15

9.1 Requirement to Enter into a Section 76 Planning Agreement for Planning Application LA05/2020/0303/F

During consideration of this item of business, Councillor J Bamford left, and returned to, the meeting (8.23 pm and 8.26 pm respectively) and Councillor A P Ewing returned to the meeting (8.25 pm).

It was proposed by Alderman M Gregg, seconded by Councillor D J Craig and agreed that this matter be referred back to the Planning Unit for clarification as a description of the development in the annex C in the Section 76 Agreement did not align with the description of the application approved at Committee.

9.2 Requirement to Enter into a Section 76 Planning Agreement for Planning Application LA05/2021/1169/F

It was proposed by Alderman M Gregg, seconded by Councillor D J Craig and agreed that approval be granted to the signing and sealing of the above agreement by the Mayor and Chief Executive.

10. Reports from Members on Boards

There were no reports from Members on Boards.

11. Reports on Decisions Subject to the Reconsideration Procedure

There were no reports on decisions subject to the reconsideration procedure.

12. Notice of Motion

12.1 Climate Friendly Burials
Councillor B Magee

A copy of the following Notice of Motion in the name of Councillor B Magee, had been circulated to Members with the notice convening the meeting:

“That this Council recognises the significant environmental impact of traditional burial and cremation practices, including high carbon emissions, chemical pollution, and long-term land use challenges, as highlighted in the All-Party Group on Climate Action’s briefing paper ‘Beyond Burial and Cremation’

This Council further acknowledges the growing public interest in more sustainable, dignified, and low-carbon alternatives to conventional practices – such as natural (green) burials, tree pod interment, and other emerging end-of-life methods.

Natural burial, which involves the use of biodegradable materials, avoids embalming, and often takes place in woodland or meadow

MM 23.09.2025

16

12.1 Climate Friendly Burials (Contd)
Councillor B Magee

settings with minimal ongoing maintenance, has already been successfully implemented in other parts of the UK as a simple and ecologically restorative option.

Accordingly, this Council agrees to:

1. explore the feasibility of providing sustainable burial options within existing or new cemeteries, including the designation of natural burial grounds or woodland burial areas within our district; and
2. provide an update report to the All-Party Group on Climate Action on any identified legislative, planning, infrastructural, or regulatory barriers that may impact the delivery of these sustainable end-of-life options locally”.

The Notice of Motion was proposed by Councillor B Magee and seconded by Councillor J Bamford.

The Right Worshipful the Mayor, Alderman A Grehan, advised that the above Notice of Motion would be referred, without debate, to the Environment and Sustainability Committee for consideration.

Alderman S P Porter requested that the Environment and Sustainability Committee be advised of the number of requests received for these types of burials.

12.2 Voting at 16
Councillor J Harpur

A copy of the following Notice of Motion in the name of Councillor J Harpur, had been circulated to Members with the notice convening the meeting:

“Lisburn and Castlereagh City Council believes that young people deserve a say in who represents them and welcomes the UK Government’s announcement to allow people aged 16 and 17 to vote in future Westminster, Assembly and Council elections. This Council believes that this should be in place ahead of 2027 in time for the next Assembly and Council elections and calls on the First and Deputy First Minister to write to the Secretary of State for Northern Ireland to ensure that any necessary UK legislation is passed to meet this timeline”.

The Notice of Motion was proposed by Councillor J Harpur and seconded by Councillor D Lynch.

Councillor J Harpur stated that he believed it was time to stop talking about the future and trust it. Young people should be given a real say in the direction of

MM 23.09.2025

17

12.2 Voting at 16 (Contd)
Councillor J Harpur

our society. This Notice of Motion was responsible, democratic and overdue and was a cross-party issue. There were currently around 48,000 16 and 17 year olds in Northern Ireland – young people who lived, worked, paid taxes and volunteered here. Many were carers, already active in shaping their communities. They were trusted to leave school, get a job, pay National Insurance and even join the Armed Forces, yet they were not trusted to have a say in who represented them. As this Council's youngest Elected Member, Councillor Harpur knew what it was like to be underestimated because of age, but he also knew what young people were capable of when given the platform. The reality was that 16 and 17 year olds were already political beings, but not politically represented. Having spoken with youth councils and youth organisations across Northern Ireland, the message was clear that young people were ready – they wanted to vote and to have a seat at the table, yet on election day they were excluded. Councillor Harpur went on to speak about previous support in the NI Assembly in 2012 and 2024 in respect of extending voting rights to 16 and 17 year olds, support for this in Westminster and the fact that Scotland and Wales had moved ahead with this. Northern Ireland should not be left behind. Councillor Harpur alluded to the benefits that would be achieved by allowing 16 and 17 year olds to vote and urged his Council colleagues to support his Notice of Motion.

In seconding this Notice of Motion, Councillor D Lynch stated that Sinn Féin had been to the fore on this issue for a long time now, advocating that 16 and 17 year olds should be allowed to vote in future elections. It was positive news that the UK Government had announced that those young people could vote in future Westminster, Assembly and Council elections. Sinn Féin had been pressing the Irish Government to extend voting rights for the Irish Presidential election and would continue to do so. Councillor Lynch stated that 16 and 17 year olds were not just citizens of the future, they were full citizens now, playing an active and valuable role in society and he disagreed with the notion that they were not mature enough to play a role in the democratic process. He referred to Scotland and Wales and the other EU countries that had already extended their voting rights to 16 and 17 year olds. Sinn Féin had always advocated for a progressive and inclusive society where everyone had the right to shape their future.

Councillor G Hynds proposed an amendment to the Notice of Motion, namely that a final sentence be included – “Calls for expanded, non-partisan voter education programmes, partnering with schools, community groups, and government bodies, to inform youth, especially in areas with historically low turnout, about voting, equip them with knowledge for independent decisions, and encourage active, unbiased electoral participation”. Councillor J Harpur confirmed that he was content with this amendment to his Notice of Motion.

A number of Members spoke in support of the Notice of Motion, and the amendment, namely Councillor P Catney, Councillor R Carlin and Councillor G Hynds. Councillor Hynds pointed out that, whilst he firmly believed that 18 remained the best age at which to have voting rights, the UK Government had announced the extension of voting rights to 16 and 17 year olds and Councillor

MM 23.09.2025

18

12.2 Voting at 16 (Contd) Councillor J Harpur

Harpur's Notice of Motion would ensure the young people of Northern Ireland were not left behind.

Councillor C McCready stated that his party, the DUP, considered that 18 was the right age at which to vote. As one of the younger Elected Members, he stated that he had gotten involved in politics at 16 and encouraged other young people to get involved in politics and find their way and their path. However, he pointed out that it had been made clear that extending voting rights to 16 would not happen by 2027. The Chief Executive of the Electoral Commission had advised that the Commission was under real pressure to run the elections smoothly by 2027. Councillor McCready stated that it would be best to get this right and not rush and, given those concerns, his party would be abstaining from the vote.

On a vote being taken, the Notice of Motion by Councillor J Harpur, including the amendment by Councillor G Hynds, was declared 'carried', the voting being as follows:

In favour: Alderman J Baird, Councillor J Bamford, Councillor R Carlin, Councillor P Catney, Councillor K Dickson, Alderman O Gawith, Alderman M Gregg, The Right Worshipful the Mayor, Alderman A Grehan, Councillor J Harpur, Councillor G Hynds, Deputy Mayor, Alderman H Legge, Councillor S Lowry, Councillor D Lynch, Councillor B Magee, Councillor A Martin, Alderman A McIntyre, Councillor M McKeever, Councillor R McLernon, Councillor N Parker and Councillor G Thompson **(20)**

Against: Councillor R T Beckett **(1)**

Abstain: Councillor S Burns, Councillor D J Craig, Alderman A G Ewart, Councillor A P Ewing, Councillor A Givan, Councillor A Gowan, Councillor B Higginson, Councillor J Lavery, Councillor U Mackin, Councillor C McCready, Alderman S P Porter, Alderman S Skillen and Alderman J Tinsley **(13)**

Having left the meeting, Councillor T Mitchell did not participate in the vote.

12.3 Housing Allocation System Councillor D J Craig

Alderman A G Ewart left, and returned to, the meeting during consideration of this item of business (9.06 pm and 9.09 pm respectively).

A copy of the following Notice of Motion in the name of Councillor D J Craig, had been circulated to Members with the notice convening the meeting:

MM 23.09.2025

19

12.3 Housing Allocation System (Contd)
Councillor D J Craig

“That this Council recognises the significant disruption and distress caused to local communities by a small number of residents who engage in persistent antisocial behaviours, resulting in considerable frustration and anger for those living nearby.

This Council further calls on the Minister for Communities to review the current housing allocation system and to consider the following measures as part of that review:

1. Antisocial behaviour history – that the applicant’s record of antisocial behaviour, both in their current and previous neighbourhoods, is given greater weight within the allocation process.
2. Condition of previous property – that the state in which an applicant has left any previous property, including any damage caused, is considered as part of their housing assessment.
3. Information sharing – that full and effective sharing of applicant history between all public housing providers, including Housing Associations, is implemented to ensure a fair and accurate assessment under a revised allocation system”.

The Notice of Motion was proposed by Councillor D J Craig and seconded by Councillor A P Ewing.

Councillor D J Craig stated that antisocial behaviour could involve many things – neighbours being noisy or having parties, children kicking a ball against a property, drinking and drug abuse, threats and violence against neighbours and, unfortunately, there had been a case very recently where a murder had occurred. Antisocial behaviour was a serious issue that needed to be tackled by housing providers. As an Elected Member, Councillor Craig had witnessed over the years, the impact of antisocial behaviour on others, resulting on many occasions in the victims being forced to move home, but seemingly no consequences for the perpetrators. He also alluded to the high costs to housing providers of having to repair damage caused to properties as a result of tenants’ antisocial behaviour activities, adding to the backlog in maintenance schemes and often meaning properties were off the market for some time. Councillor Craig went on to speak about some specific cases. Currently, there was no mechanism whereby housing providers could take into account when allocating properties, the past behaviour of individuals and Councillor Craig would like that to change.

In seconding this proposal, Councillor A P Ewing stated that it was important to point out that the majority of residents were decent, respectful and law-abiding people from local areas. However, it only took a small number of unruly individuals to wreak havoc. The negative impact on local communities and

MM 23.09.2025

20

12.3 Housing Allocation System (Contd)
Councillor D J Craig

people's quality of life caused by antisocial behaviour should not be underestimated and this needed to be addressed urgently.

Councillor N Parker thanked Councillor D J Craig for bringing forward this Notice of Motion, which she supported, and proposed an amendment, namely that it include: "This Council further urges all Housing Associations to enter into formal information sharing agreements with the PSNI, similar to those already in place between the PSNI and the Housing Executive, so that best practice can be achieved and statutory bodies can work more effectively together with all relevant information". Councillor D J Craig confirmed that he was content with this amendment.

Councillor P Catney thanked Councillor D J Craig for bringing forward his Notice of Motion, which he supported, and proposed an amendment, namely that it include: "And further calls on the Minister of Justice to outline how her Department intends to tackle Anti-Social Behaviour from a criminal justice perspective, and to work with the Minister for Communities to assess how her Department can support and improve the housing allocation process". Councillor D J Craig confirmed that he was content with this amendment.

Councillors G Hynds and R Carlin spoke in support of the Notice of Motion.

It was unanimously agreed that the Notice of Motion by Councillor D J Craig, including the amendments by Councillors N Parker and P Catney, be approved.

13. Confidential Business

There was no confidential business.

14. Any Other Business

14.1 Murder of Charlie Kirk
Alderman S P Porter

Alderman S P Porter referred to the recent murder of Charlie Kirk in the United States. Mr Kirk had had a clear vision – he wanted people to talk out and debate their differences and make sure all views were represented. Alderman Porter expressed his condolences to Mr Kirk's wife, Erika, and his two children and proposed that a letter of sympathy be sent to the Kirk family, on behalf of the Council. This was seconded by Councillor G Hynds and agreed.

14.2 Reopening of Hilden School
Councillor G Hynds

Councillor G Hynds referred to the reopening of Hilden School which, he stated, would be a massive asset to the local and wider community. He paid tribute to all those involved in this project, including the Resurgam Trust. Councillor D J Craig

MM 23.09.2025

21

14.2 Reopening of Hilden School (Contd)
Councillor G Hynds

concurred with sentiments by Councillor Hynds and welcomed the project, which had taken some 15 years to bring to fruition. He particularly commended Alderman S P Porter for his involvement, as well as the Council, the Resurgam Trust and the contractors for their high level of workmanship.

14.3 The Northern Ireland Football Fund (TNIFF) Performance Programme
Councillor G Hynds

Councillor G Hynds expressed his best wishes to Lisburn Rangers, Lisburn Distillery and Ballymacash Sports Academy, all of which were now progressing to the next stage of the TNIFF Performance Programme.

14.4 Lisburn & Castlereagh Housing Liaison Forum
Councillor G Hynds

The Director of Communities and Wellbeing took note of comments by Councillor G Hynds to organise a meeting of the Lisburn & Castlereagh Housing Liaison Forum.

14.5 Junction Improvements McKinstry Road, The Cutts, Derriaghy
Councillor A Givan

Councillor A Givan welcomed recent junction improvements carried out at McKinstry Road, The Cutts, Derriaghy. He paid tribute to former Councillor, the late Mrs M Tolerton, who had campaigned vigorously for this over the years. Councillor Givan proposed that a letter of thanks be sent to DfI Roads for having completed this work. This proposal was seconded by Alderman S P Porter and agreed.

14.6 30mph Speed Limit Sign at Brokerstown Road
The Right Worshipful the Mayor, Alderman A Grehan

The Right Worshipful the Mayor, Alderman A Grehan, welcomed the 30mph speed limit that was now in place at Brokerstown Road, which Elected Members, Parkview Special School and others had called for over a long period of time. She stated that a yellow box outside the school gates would also be welcomed.

At this stage, Councillor D J Craig advised that he wish to raise an item of any other business of a confidential nature.

"In Committee"

It was proposed by Alderman J Baird, seconded by Councillor P Catney and agreed that the following matters be considered "in committee", in the absence of members of the press and public being present.

MM 23.09.2025

22

14.7 Internal Audit Report
Councillor D J Craig

Councillor J Lavery left the meeting during consideration of this item of business (9.27 pm).

Councillor D J Craig having referred to a matter relating to an Internal Audit Report, The Right Worshipful the Mayor, Alderman A Grehan, requested that he address this directly with Officers.

Resumption of Normal Business

It was proposed by Alderman J Tinsley, seconded by Councillor A P Ewing and agreed to come out of committee and normal business was resumed.

There being no further business for consideration, the meeting was terminated at 9.34 pm.

Mayor

(S) GAC 25.09.2025

23

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Special Meeting of the Governance and Audit Committee held in the Council Chamber and Remote Locations on Thursday, 25 September, 2025 at 6:00 pm

PRESENT IN CHAMBER:

Councillor D Lynch (Chairperson)
Mr E Jardine (Independent Member and Vice-Chairperson)
Aldermen O Gawith and J Tinsley
Councillors J Bamford, D Bassett, S Burns, A P Ewing

PRESENT IN REMOTE LOCATION:

Aldermen S P Porter
Councillors J Gallen, S Lowry, B Magee, M McKeever, R McLernon

OTHER MEMBERS PRESENT IN CHAMBER:

Councillors B Higginson and G Hynds

IN ATTENDANCE:

Chief Executive (Remote)
Director of Organisation Development and Innovation
Head of Finance
Internal Auditor
IT Officer
Member Services Officers (BS and EW)

Northern Ireland Audit Office:

Mr R Ross

RBCA

Mr B Stewart

Commencement of the Meeting

The Chairperson, Councillor D Lynch, welcomed those present to the Special Meeting of the Governance & Audit Committee. He pointed out that, unless the item on the agenda was considered under confidential business, this meeting would be audio recorded. In accordance with the Protocol for Remote Meetings, the Chairperson asked that those attending via zoom ensure that the meeting could not be seen or heard by any other person at their remote location when confidential business was being considered.

Alderman S P Porter joined the meeting at 6.02 pm.

(S) GAC 25.09.2025

24

Commencement of the Meeting (Cont'd)

The Chairperson, Councillor D Lynch, asked that mobile phones be put on silent or switched off for the duration of the meeting. The Director of Organisation Development and Innovation outlined the evacuation procedures in the case of an emergency.

1. Apologies

It was agreed to accept apologies for non-attendance at the meeting on behalf of Councillor A Martin and the Internal Audit Manager.

2. Declarations of Interest

There were no declarations of interest.

At this point, the Chairperson extended a welcome to Mr R Ross, Northern Ireland Audit Office, and Mr B Stewart, RBCA.

3. Confidential Business

The matters contained in the confidential report would be dealt with “in Committee” due to containing information relating to the financial or business affairs of any particular person (including the Council holding that information).

“In Committee”

It was proposed by Councillor A P Ewing, seconded by Councillor D Bassett, and agreed that the following matters be considered “in Committee” in the absence of members of the press and public being present.

3.1 Report of Head of Finance3.1.1 Lisburn & Castlereagh City Council - Statement of Accounts for Year Ended 31 March 2025

(Report will never become available - Final certified accounts will be published)

In addition to the narrative report, Members had been provided with a copy of Lisburn & Castlereagh City Council's Annual Report and Statement of Accounts for the Year Ended 31 March 2025.

The Head of Finance presented the report and, together with the Director of Organisation Development & Innovation, responded to questions and comments from two Members, it being noted that the next item on the agenda would address the issues raised.

(S) GAC 25.09.2025

25

3.1.1 Lisburn & Castlereagh City Council - Statement of Accounts for Year Ended 31 March 2025 (Cont'd)

It was proposed by Councillor D Bassett, seconded by Alderman O Gawith, and agreed that, in line with delegated authority granted to the Committee by the Council in December 2023, the Annual Report and Statement of Accounts for the Year Ended 31 March 2025 (which included the Governance statement) be approved and submitted to the Northern Ireland Audit Office.

3.1.2 Lisburn & Castlereagh City Council – Draft Report to Those Charged with Governance 2024-2025
(Report will never become available - Final certified accounts will be published)

In addition to the narrative report, Members had been provided with the Draft Report to Those Charged with Governance 2024-2025 as issued by the Northern Ireland Audit Office.

The Head of Finance provided the Committee with a summary of some of the key issues contained in the Draft Report to Those Charged with Governance 2024-2025, it being noted that a final version would be presented to the Committee in December 2025.

Mr B Stewart addressed the Committee during which he highlighted some of the key points in the report. Mr Stewart, along with the Head of Finance and the Director of Organisation Development & Innovation, responded to a number of comments and questions raised by Members in connection with the report.

Alderman J Tinsley left the meeting during the above discussion at 6.25 pm.

The Report to Those Charged with Governance in regard to Lisburn & Castlereagh Council for 2024-2025 was noted by the Committee.

The Head of Finance undertook to provide information requested during the discussion to the Members concerned.

Resumption of Normal Business

It was proposed by Councillor D Bassett, seconded by Councillor A P Ewing and agreed to come “out of Committee” and normal business was resumed.

The Chairperson, Councillor D Lynch, thanked Members for their attendance and declared the meeting closed at 6.42 pm.

Mayor/Chairman

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Environment and Sustainability Committee held in the Council Chamber, Island Civic Centre, on Wednesday 1 October, 2025 at 6.00 pm

PRESENT IN CHAMBER:

Alderman O Gawith (Chair)

Councillor S Burns (Vice-Chair)

The Right Worshipful the Mayor
Alderman A Grehan

Alderman J Baird

Councillors J Bamford, P Catney, A Givan, G Hynds,
B Magee, C McCready, R McLernon and N Parker

PRESENT IN REMOTE LOCATION:

Alderman S Skillen

Councillors D Bassett, A Gowan and M McKeever

OTHER MEMBERS IN REMOTE LOCATION:

Alderman J Tinsley

IN ATTENDANCE:

Director of Environmental Services
Head of Service (Environmental Health, Risk & Emergency Planning)
Head of Service (Waste Management & Operational Services)
Head of Service (Building Control & Sustainability)
Member Services Officers (CR and EW)

Commencement of the Meeting

The Chair, Alderman O Gawith, welcomed those present to the meeting and advised that it would be audio recorded unless the item on the agenda was to be considered under confidential business. The Chair stated that unauthorised recording was not permitted, as per the Council's Standing Orders. The Chair asked that mobile phones be put on silent or switched off for the duration of the meeting.

In accordance with the Protocol for Remote Meetings, the Chair asked that those attending via zoom to ensure that the meeting could not be seen or heard by any other person at their remote location when confidential business was being considered. The Chair proceeded to outline the evacuation procedures in the case of an emergency.

1. Apologies

There were no apologies.

2. Declarations of Interest

There were no declarations of interest.

3. Report by Director of Environmental Services

3.1 Notice of Motion – Climate Friendly Burials

The Right Worshipful the Mayor, Alderman A Grehan, arrived to the meeting during consideration of this item of business.

At the Council meeting held on 23 September, 2025, the following Notice of Motion had been proposed by Councillor B Magee, seconded by Councillor J Bamford and referred to the Environment and Sustainability Committee for consideration:

“That this Council recognises the significant environmental impact of traditional burial and cremation practices, including high carbon emissions, chemical pollution, and long-term land use challenges, as highlighted in the All-Party Group on Climate Action’s briefing paper “Beyond Burial and Cremation”.

This Council further acknowledges the growing public interest in more sustainable, dignified, and low-carbon alternatives to conventional practices – such as natural (green) burials, tree pod interment, and other emerging end-of-life methods.

Natural burial, which involves the use of biodegradable materials, avoids embalming, and often takes place in woodland or meadow settings with minimal ongoing maintenance, has already been successfully implemented in other parts of the UK as a simple and ecologically restorative option.

Accordingly, this Council agrees to:

1. explore the feasibility of providing sustainable burial options within existing or new cemeteries, including the designation of natural burial grounds or woodland burial areas within our district; and
2. provide an updated report to the All-Party Group on Climate Action on any identified legislative, planning, infrastructural, or regulatory barriers that may impact the delivery of these sustainable end-of-life options locally”.

Councillor B Magee spoke of the environmental impacts of traditional burials and cremations and referred to the burial capacity within the Council area. She outlined the ways in which natural burials could be considered, alluded to their benefits and how those sites could be marked. Councillor Magee acknowledged that burials were deeply personal and should be discussed in a compassionate way. She stressed that her Notice of Motion did not seek to put an end to traditional burials or cremation. It was not committing the Council to anything other than exploring the feasibility of natural burials. It was important to create a

3.1 Notice of Motion – Climate Friendly Burials (Contd)

personal choice for individuals; many people who had been passionate about the environment during their lives may wish to extend that after their passing.

Councillor J Bamford stated that it was important to have a discussion around environmental and land capacity issues. The Notice of Motion recognised the need for greater personal choice. This was a sensitive issue and Councillor Bamford reiterated that the Notice of Motion did not seek to end traditional practices.

Following discussion, it was agreed to recommend that the Notice of Motion be approved, with Officers taking account of several points made by Members, as follows:

- this matter required to be dealt with in a sensitive manner;
- it was important that burial sites be documented and that there was a physical marker of where a burial took place in order that family members and friends had a place to come and visit;
- where burials took place in a forestry setting, there was a potential for damage to be caused by machinery; and
- costs required to be considered and traditional burial methods should not be priced out by natural alternatives.

4. Report by Head of Service (Building Control and Sustainability)

4.1 LCCC Draft Response to the DAERA Climate Action Plan 2023-2027 Consultation

Members had been furnished with a copy of the Council's draft response to the above consultation. The Head of Service pointed out that the Committee had been granted delegated authority to approve the draft response, subject to any further comment, for submission to the Department by 8 October, 2025.

At the request of Councillor G Hynds, the Head of Service agreed to emphasise in the Council response, the need for wider engagement with the public and local businesses.

Following discussion, it was proposed by Councillor P Catney and seconded by Councillor R McLernon that the draft response be approved and that each political party also submit their individual responses to the consultation document by 8 October, 2025.

It was proposed by Councillor C McCreedy and seconded by Councillor A Gowan that the Council would not submit a response but that political parties could submit their individual responses to the consultation document by 8 October, 2025.

The proposal in the name of Councillor P Catney was put to the meeting and, on a vote being taken, was declared 'carried', the voting being 10 in favour and 6 against.

4.2 LCCC Draft Response to the DAERA Consultation on the Setting of Northern Ireland's Fourth Carbon Budget (2023-2042)

The Right Worshipful the Mayor, Alderman A Grehan, left the meeting during consideration of this item of business (6.55 pm), as did Councillor A Gowan (6.56 pm).

It was proposed by Councillor D Bassett, seconded by Councillor P Catney and agreed to recommend that approval be given to the Council's draft response to the above consultation and that it be submitted to the Department by the closing date of 17 November, 2025.

4.3 The Climate Changes (Reporting Bodies) Regulations (NI) 2024

It was proposed by Councillor P Catney, seconded by Councillor D Bassett and agreed that the update in respect of the above Regulations be noted.

4.4 Dual Language Street Naming Requests

Councillor A Gowan returned to the meeting during consideration of this item of business (7.02 pm).

The Head of Services having responded to a number of Members' queries regarding the Council's Street Naming and Postal Numbering Policy, it was proposed by Councillor P Catney, seconded by Councillor D Bassett and agreed to recommend that the update in respect of 2 applications that had been received to have existing street names also expressed in Irish be noted.

Alderman J Tinsley requested that the report that would come back to Committee provide information in respect of the total cost involved, including Officers' time.

5. Report by Head of Service (Environmental Health, Risk and Emergency Planning)

5.1 Food Control Service Plan 2025-2026

It was proposed by Councillor C McCreedy, seconded by Councillor P Catney and agreed that the Food Control Service Plan 2025-2026 be noted. Both Members commended Officers for the work they undertook to keep food standards high.

5.2 Consultation on Local Authority and District Councils' Guidance on Grey Market Goods in the UK

It was proposed by Councillor P Catney, seconded by Alderman J Baird and agreed to recommend that the Council's draft response to the above consultation be approved and submitted to the Food Standards Agency by the closing date of 24 October, 2025. The Food Standards Agency would be advised that the response was subject to ratification by Council at its meeting on 28 October, 2025.

5.3 Consultation Response on Proposed Dilapidation Bill

Councillor N Parker left, and returned to, the meeting during consideration of this item of business (7.20 pm and 7.23pm respectively).

Members had been furnished with a copy of the Council's draft response to the above consultation. The Head of Service pointed out that the Committee had been granted delegated authority to approve the draft response for submission to the Department by 10 October, 2025.

It was proposed by Alderman J Baird, seconded by Councillor G Hynds and agreed that approval be given to the Council's response and that it be submitted to the Department by the deadline.

Councillor G Hynds requested that the response make reference to the Bill being weak in respect of heritage and conservation buildings and could lead to demolition or inappropriate actions taken against them.

In advance of consideration of confidential business, the Chair, Alderman O Gawith, advised that Any Other Business would be considered at this stage.

6. Any Other Business

6.1 Update Regarding Bins Councillor C McCready

In response to a query by Councillor C McCready, the Director of Environmental Services advised that the first order of 4 RCVs should be delivered imminently. The outcome of the consultation currently with the Executive would inform what the Council's model for kerbside recycling would look like going forward and that was not yet available. The Director assured Members that, whilst there was no definitive outcome of the consultation, Officers were endeavouring to pre-empt some of the information in order to be able to move forward at pace once the outcome was known.

In response to further comments by Councillor McCready, the Head of Service (Environmental Health, Risk & Emergency Planning) advised that a new waste treatment contract had come into effect in February, which would be active for a number of years, with significantly less and potentially no Council waste going to landfill.

6.2 Dog Poo Bags Councillor C McCready

In response to comments by Councillor C McCready, the Director of Environmental Services confirmed that, as agreed at last month's Committee meeting, distribution of dog poo bags by community groups was part of a suite of measures that would be considered to address environmental crime.

6.3 Dog Poo Bags Dispensers – Drumbo
Alderman J Baird

Alderman J Baird asked that Officers consider the provision of dog poo bag dispensers and bins at a new walking path around the newly developed trim trail around the football pitch in Drumbo.

6.4 Loose Coping Stones
Alderman J Baird

In response to a request by Alderman J Baird that action be taken to secure loose coping stones on a wall in Drumbo that had been built as part of the public realm scheme, the Director of Environmental Services confirmed that she was aware of this matter. There was some obscurity over who owned the foundations and who had carried out the work; however, she undertook to ascertain who would take responsibility for making the necessary repairs.

6.5 Transportation of Waste
Councillor P Catney

Councillor P Catney referred to a current planning application at Tullynacross Road relating to a free-range poultry shed. He pointed out that he was a Member of the Planning Committee and had removed himself from consideration of this application. He voiced his concerns regarding the proposal that poultry waste would be transported along the small country roads in the vicinity of Tullynacross Road for disposal at a farm in Sligo. The Head of Service (Environmental Health, Risk & Emergency Planning) explained that the Environmental Health Unit was a statutory consultee on planning applications. He confirmed that he would be content to engage with both residents and Elected Members regarding their concerns in respect of this application.

6.6 Noise Complaints
Councillor A Gowan

Councillor A Gowan referred to earlier media coverage regarding a noise complaint that had been made against an establishment in the Council area. At his request, the Head of Service (Environmental Health, Risk & Emergency Planning) outlined the procedure followed by Environmental Health Officers upon receipt of a noise complaint and what constituted a noise nuisance. Officers took note of a suggestion by Councillor Gowan that it would be useful if more information was made available on the Council's website and social media platforms to better inform the public of the processes followed regarding noise complaints.

6.7 Car Parking in December and January
Councillor N Parker

Further to comments by Councillor N Parker, the Director of Environmental Services confirmed that there was already agreement in place, since 2023, that free car parking would be provided in the Council's off-street car parks each Saturday in December on an annual basis in both Lisburn City Centre and Royal Hillsborough; however, a decision was required to be made regarding any similar

6.7 Car Parking in December and January (Contd)
Councillor N Parker

arrangement for January. Councillor Parker stated that she had asked previously that a report with statistical data from last year be presented to Members in order to ensure that any decision made was useful to businesses and shoppers in Lisburn so the most value was being provided. The Director understood that monitoring had been carried out and was to form part of the Car Parking Strategy, which was being led by the Regeneration and Growth Department, and that there would be further consultation. It was her understanding that the information that had been gathered had been inconclusive in terms of the benefits to businesses, particularly in terms of the extension of free parking into January.

Lengthy discussion ensued, following which it was proposed by Councillor C McCreedy, seconded by Councillor G Hynds and agreed to recommend that free parking in the Council's off-street car parks in Lisburn City Centre and Royal Hillsborough be extended to each Saturday in January 2026. Councillor N Parker put on her record her frustration that the information she had asked for previously had not been forthcoming.

In response to comments by Councillor Parker regarding signage to notify drivers that parking in the Council's off-street car parks was free during December and January, the Head of Service (Environmental Health, Risk & Emergency Planning) advised that signs were to be put in place at each pay station, but undertook to ensure this was carried out.

7. Confidential Report by the Director of Environmental Services

The Chair, Alderman O Gawith, advised that the confidential report item would be dealt with "In Committee" due to containing information relating to the financial or business affairs of any particular person (including the Council holding that information).

"In Committee"

It was proposed by Councillor C McCreedy, seconded by Councillor R McLernon and agreed that the following matter be considered "in Committee," in the absence of members of the press and public being present.

The member of the press seated in the public gallery left the Council Chamber (8.10 pm). Councillor A Gowan also left the meeting at this point.

7.1 Resurfacing Works Programme Phase 2 – Business Case
(Report will never be available)

It was proposed by Alderman J Baird, seconded by Councillor G Hynds and agreed to recommend that approval be given to the business case to enable progression of the procurement exercise for the Resurfacing Works Programme Phase 2.

7.1 Resurfacing Works Programme Phase 2 – Business Case (Contd)

The Head of Service (Environmental Health, Risk & Emergency Planning) agreed to provide Councillor J Bamford with information on how the RAG analysis was calculated.

Resumption of Normal Business

It was proposed by Councillor C McCreedy, seconded by Councillor P Catney, and agreed to come out of Committee and normal business was resumed.

The Chair, Alderman O Gawith, thanked Members for their attendance.

There being no further business, the meeting ended at 8.15 pm.

Chairperson

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Regeneration & Growth Committee held in the Council Chamber, Island Civic Centre, The Island, Lisburn and in remote locations on Thursday, 2nd October 2025 at 6.00 pm.

PRESENT IN THE CHAMBER:

Councillor C Kemp (Chairperson)
The Right Worshipful the Mayor, Alderman A Grehan
Aldermen J Baird, M Gregg and A McIntyre
Councillors K Dickson, A Gowan, J Lavery BEM,
U Mackin, A Martin and C McCready

PRESENT IN A REMOTE LOCATION

Councillor J Harpur (Vice Chairperson)
Councillors J Gallen and T Mitchell

OTHER MEMBERS (PRESENT IN COUNCIL CHAMBER)

Councillors P Catney and G Hynds

IN ATTENDANCE

Lisburn & Castlereagh City Council
Director of Regeneration & Growth
Head of Economic Development
Head of Assets
Regeneration & Infrastructure Officer
Principal Regeneration Officer
Programme Co-Ordinator
Member Services Officers (RN and EW)
Historic Royal Palaces
Mr Andrew Gault – Project Sponsor

Commencement of Meeting

The Chairperson, Councillor C Kemp, welcomed everyone to the meeting and reminded them that the meeting was being audio recorded unless the item was being considered under confidential business. The Chairperson also outlined the evacuation procedures in the event of an emergency.

1. Apologies

It was agreed to accept apologies for non-attendance at the meeting on behalf of the Deputy Mayor, Alderman H Legge; Alderman A Ewart MBE and Councillor D Lynch.

2. Declarations of Interest

During the course of the meeting, Councillor U Mackin submitted a Declaration of Interest form in regard to the following item:-

Item 5.4 of Confidential report – “Addendum to Belfast Regional City Deal Business Case”. Member of the Board of Governors of Beechlawn School, Royal Hillsborough which is referenced in the report.

3. Report of Head of Economic Development

3.1 Consultation on “Shaping Sustainable Places”

In collaboration with the Department of Agriculture, Environment & Rural Affairs (DAERA) and the Department for Infrastructure (DfI), the Department for Communities (DfC) had launched the above consultation on the 23rd June 2025 with a closing date for responses of the 21st September 2025.

The consultation outlined a proposed long-term, cross-departmental regeneration programme aimed at revitalising towns, villages and city centres across Northern Ireland and is available at [Consultation on Shaping Sustainable Places | Department for Communities](#).

The narrative report identified the salient points of the consultation; key issues associated with Shaping Sustainable Places (SSP) and the potential funding that could be available to the Council if the SSP were to be approved.

In addition to the narrative report, a response prepared by Officers and submitted to the DfC by the stipulated closing date was provided. This had been prepared following consultation with the Regeneration & Growth Committee and also input from Leisure & Community Wellbeing and the Planning Section. The Director thanked the Members of the Committee for their input to the response.

The Equality Screening document and the Rural Needs Impact Assessment document had also been provided.

3.1 Consultation on “Shaping Sustainable Places” (Continued)

It was proposed by Alderman J Baird, seconded by Councillor U Mackin and agreed to recommend that:-

- the response to the “Consultation on Shaping Sustainable Places” be approved on a retrospective basis;
- the general direction of the integration of the Shaping Places interventions with the Council’s works programme be agreed.

The Director confirmed that the issue of sustainable transport is contained within a different funding programme.

4. Report of Director of Regeneration & Growth

4.1 USA 250 – Strategic Engagement Opportunities

The Director referred to 2026 being the 250th anniversary of American independence.

Tourism NI had set out its America 250 objectives which fitted well with the Council’s Economic Development Programme. The Director set out in his report, ways in which USA 250 could be marked with Destination Royal Hillsborough, other Council tourism assets and local businesses being showcased.

It was proposed by Councillor C McCready, seconded by Alderman J Baird and agreed to recommend that:-

- the report of the Director in regard to Strategic Engagement opportunities for USA 250 be noted;
- following clarification as to the regional approach to USA 250, a Council-led programme aligned with Tourism NI’s America 250 objectives be developed for consideration by Members at a future point in time.

The Director noted American links suggested by Members, that could be pursued as follows:-

- Richard Polton and his talk on the American branch of the Barbour family;
- the Commissioner from Hillsborough, North Carolina, who had visited Hillsborough, Northern Ireland, recently.

4.1 USA 250 – Strategic Engagement Opportunities (Continued)

Furthermore, the Director noted comments from Councillor P Catney that – further to his Notice of Motion to commemorate Frederick Douglass (the American who had been born into slavery and who later became a social reformer and statesman) – the stained-glass window which had been proposed for First Lisburn Presbyterian Church (subject to Presbyterian Church in Ireland permissions) could be linked in some way to the USA 250 commemorations.

4.2 Belfast Regional City Deal – Annual Report 2024-2025

The annual report for 2024-2025 of Belfast Regional City Deal (BRCD) had been provided. Within the governance arrangements of BRCD, the Council was required to approve its annual report.

In his narrative report, the Director highlighted key issues associated with BRCD governance relevant to the Council, particularly those in relation to Destination Royal Hillsborough.

It was proposed by Councillor J Lavery, seconded by Councillor A Martin and agreed to recommend that the Belfast Regional City Deal annual report for 2024-2025 be approved.

5. Any Other Business

5.1 Bus Shelters Councillor A Gowan

In response to comments from Councillor A Gowan about the condition of some bus shelters in the Council area, the Director confirmed that there was a maintenance programme in place for Council-owned bus shelters and that those bus shelters in the Council's ownership which were in a state of disrepair or untidiness would be attended to.

5.2 Lough Moss Leisure Centre and Carryduff Park – Lighting Councillor J Harpur

Councillor J Harpur enquired as to the policies in place regarding lighting outside of Lough Moss Leisure Centre and also at Carryduff Park. There had been some alleged episodes of anti-social behaviour and improved lighting could help deter this.

The Director confirmed that this matter would be addressed at a planned briefing session with the Members for the Castlereagh South DEA.

5.3 Car Parking Strategy
Councillor G Hynds

In response to comments from Councillor G Hynds about the Council's car parking strategy, the Director advised of a provisional date of the 16th October 2025 for an information event with Members to discuss this matter.

6. Confidential Report from Director of Regeneration & Growth

The Chairperson, Councillor C Kemp, advised that confidential reports were required to be considered under confidential business due to containing information relating to the financial or business affairs of any particular person (including the Council holding that information).

In Committee

It was proposed by Councillor C McCreedy, seconded by Alderman A McIntyre and agreed that the Confidential Reports be considered "in Committee" in the absence of press or members of the public. (The member of the public present at the meeting left the Chamber at this stage - 6.35 pm.) The audio recording was paused at this stage in proceedings.

6.1 Regeneration & Economic Growth Fund
 (Report to be published following the launch of the application process)

The report was presented by the Head of Economic Development who, together with the Director of Regeneration & Growth, responded to comments and questions from the Committee.

The undernoted documents had been appended to the Officer's report:

- Expression of Interest response;
- Funding Structure;
- Draft Internal Business Case;
- Future Growth Grant application form;
- Future Growth Grant terms & conditions;
- Future Investment Grant application form;
- Future Investment Grant terms and conditions;
- Regeneration & Economic Growth Fund flowchart;
- Equality Screening.

6.1 Regeneration & Economic Growth Fund (Continued)

Following discussion it was proposed by Councillor K Dickson, seconded by Councillor U Mackin and agreed to recommend that:-

- the Future City Fund be delivered as a pilot grant programme and proceeding as outlined in the report;
- the Draft Internal Business Case be agreed;
- Officers continue to engage with the Department for Communities, the Heritage Lottery Fund, and other third parties, to leverage further funding and to submit appropriate bids so as to maximise the potential of the overall Regeneration & Economic Growth Fund;
- the content of those supporting appendices which are currently under legal review be noted.

The Right Worshipful The Mayor, Alderman A Grehan, left the Chamber during discussion of this item and returned to it after the decision had been taken. (6.45 pm and 6.50 pm respectively.)

The Director commended the Regeneration & Infrastructure Officer, and the Principal Regeneration Officer for their work involved in this matter. The Director also acknowledged the positive encouragement of the Department for Communities.

6.2 Dundonald Public Realm (Redacted report to be published following Council ratification on 28th October 2025)

The report was presented by the Head of Economic Development who, together with the Director of Regeneration & Growth, responded to comments and questions from the Committee.

The undernoted documents had been appended to the Officer's report:

- Castlereagh Urban Framework;
- Project Initiation Request Strategic Outline Case;
- Equality Screening;
- Rural Needs Impact Assessment.

The Director referred to the Castlereagh Urban Framework (CUF) which identifies a number of regeneration initiatives for Carryduff, Dundonald and Forestside. The CUF identified a need for environmental improvement works in Dundonald.

6.2 Dundonald Public Realm (Continued)

It was proposed by Alderman M Gregg, seconded by Councillor J Lavery and agreed to recommend that:-

- the Project Initiation Request for Public Realm in Dundonald be agreed;
- the Public Realm scheme in Dundonald be included in the Council's capital programme;
- an appropriate third party be appointed to undertake an outline Business Case and associated traffic study.

A number of Members expressed concern about traffic management in the Dundonald area and at specific junctions in that area. The Head of Service confirmed that such matters may be examined as part of the traffic assessment.

Councillor P Catney referred to the section of the CUF entitled "An Accessible Place" which stated that the public transport connections between the study areas and the wider LCCC area could be improved. In this regard, Councillor Catney referred to the challenges that a journey from Lisburn to the Dundonald International Ice Bowl presented as there was no direct transport link between Lisburn and Castlereagh. Councillor Catney reiterated that he had not voted in support of the provision of the Dundonald International Ice Bowl and asked that this be noted.

Councillor A Martin left the Chamber during the Head of Service's presentation of this item of business. (6.55 pm)

Councillor G Hynds left and returned to the Chamber during discussion. (6.58 pm and 7.01 pm respectively.)

The Regeneration & Infrastructure Officer, and the Principal Regeneration Officer left the Chamber at the conclusion of this item of business. (7.11 pm)

6.3 Public Sector Land Disposal (Redacted report to be published following Council ratification on 28th October 2025)

The report was presented by the Head of Assets who, together with the Director of Regeneration & Growth, responded to comments and questions from the Committee.

The undernoted documents had been appended to the Officer's report:

- Ravarnet Old School site map;
- Costs estimate for Ravarnet Old School.

6.3 Public Sector Land Disposal (Continued)

The Head of Assets reported on further investigations and discussions which Officers had following the submission of an Expression of Interest in regard to the former Ravarnet Primary School premises which had been declared as surplus to requirements by the Education Authority.

The officer recommendation was that – due to the availability of other lands in close proximity, including constraints that would be put on the community group, that the Council formally withdraws its interest in these lands.

Following discussion, it was proposed by Councillor U Mackin, seconded by Councillor A Gowan and agreed that:-

- the Council's interest in the acquisition of the former Ravarnet Primary School premises be revisited with the Education Authority, pointing out recent evidence which an Elected Member advised that he had gathered which showed a desire for its retention within the community sector, and also pointing out the sentimentality that existed between the former school and many of the Ravarnet residents; and that
- a further report be brought to the Committee in due course.

6.4 Addendum to Belfast Regional City Deal Business Case
(Redacted report to be published following Council ratification on 28th October 2025)

Mr Andrew Gault from Historic Royal Palaces entered the Chamber at the commencement of this item of business. (7.32 pm)

The report was presented by the Director of Regeneration & Growth who, together with Mr Gault, responded to comments and questions from the Committee.

The undernoted documents had been appended to the Director's report:

- Destination Royal Hillsborough – Outline Business Case addendum;
- Destination Royal Hillsborough Master Programme;
- Destination Royal Hillsborough revised costs;
- Design drawings (x 8);
- Public Information Event – Feedback Summary.

The Director reported extensively on the Destination Royal Hillsborough project.

6.4 Addendum to Belfast Regional City Deal Business Case (Continued)

It was proposed by Alderman J Baird, seconded by Councillor C McCreedy and agreed to recommend that:-

- the progress to date in regard to Destination Royal Hillsborough be noted;
- the Outline Business Case addendum be agreed.

During discussion:-

- Councillor J Gallen left the meeting on a remote basis. (7.37 pm)
- Councillor U Mackin left the Chamber. (7.54 pm)

Resumption of Normal Business

It was proposed by Alderman J Baird, seconded by Alderman A McIntyre and agreed to come out of Committee and normal business was resumed. (7.55 pm)

7. Any Other Business

Dealt with under Item 5.

Conclusion of Meeting

The Chairperson thanked everyone for their attendance and there being no further business for consideration, the meeting concluded at 7.55 pm.

Chairperson

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Communities & Wellbeing Committee held remotely and in the Council Chamber, Island Civic Centre, The Island, Lisburn on Tuesday 7 October 2025 at 6.00 pm.

PRESENT IN COUNCIL CHAMBER (COMMITTEE):

Councillor T Mitchell (Chairperson)
Councillor A Givan (Vice-Chairperson)
Deputy Mayor, Alderman H Legge
Alderman A McIntyre
Councillors R T Beckett, J Craig, K Dickson, J Gallen, B Higginson, C Kemp, S Lowry, G McCleave and G Thompson

PRESENT IN A REMOTE LOCATION (COMMITTEE)

Alderman S Skillen and Councillor R Carlin

OTHER MEMBERS PRESENT IN COUNCIL CHAMBER

Councillors A P Ewing and G Hynds

OTHER MEMBERS PRESENT IN A REMOTE LOCATION

Alderman J Tinsley

IN ATTENDANCE:

Director of Leisure & Community Wellbeing
Head of Sports Services
Acting Head of Communities
Member Services Officers (BS, EW & FA)
IT Officer (RR)

Commencement of Meeting

The Chairperson welcomed all present to the October meeting of the Committee and reminded Members that the meeting would be audio recorded unless the item on the agenda was to be considered under confidential business. Unauthorised recording was not permitted, as per 8.5 of the Council's Standing Orders. Mobile phones were to be turned off or on silent mode for the duration of the meeting.

The Director of Leisure & Community Wellbeing outlined the evacuation procedures in the case of an emergency. The Chairperson asked that any Member entering or leaving the meeting alert the Member Services Officer accordingly so that this might be accurately reflected in the minutes.

1. Apologies

It was agreed to accept apologies for non-attendance at the meeting on behalf of Councillor Hon N Trimble.

2. Declarations of Interest

The following Declarations of Interest were made in regard to Item 4.1 of the Report of the Head of Sports Services: Sports Accelerator Fund – DEA Sports Funding 2025-26

- The Chairperson, Councillor T Mitchell – in view of a) being a shareholder of Ballymacash Sports Academy and b) a family member being Club Chaplain of Lisburn Ladies Football Club
- The Deputy Mayor, Alderman H Legge, - in view of family members being a) a member of Phoenix Basketball Club under 12s Team, and (b) manager of Phoenix Basketball Club
- Councillor C Kemp - in view of her membership of the Committee of St Joseph's GAC
- Councillor G McCleave - in view of family members involvement with Glenavy GAC/Glenavy FC Academy

The Chairperson, Councillor T Mitchell also declared a pecuniary interest in item 5.1 Community Bursary Scheme 2025/26 – Updated Outcomes to Date in view of being a shareholder of Ballymacash Sports Academy.

3. Report of Director of Leisure & Community Wellbeing

3.1 Notice of Motion – To Include Dogs at LCCC Events

The Director of Leisure & Community Wellbeing's report highlighted the background and key issues in connection with the Notice of Motion on the subject of the inclusion of dogs at LCCC events that had been considered by the Committee in April 2025. The report also outlined proposals for two additional dog-friendly events, on a pilot basis which would be added to the events calendar along with supplementary programmes. The Director's report also detailed approximate costings and draft details of these events.

Councillor S Lowry entered the meeting at 6.08 pm.

Councillor A P Ewing, being the original proposer of this Notice of Motion, addressed the Committee during which he welcomed the proposed addition of two bespoke dog friendly events on a pilot basis. Councillor Ewing also was hopeful that these types of events would provide an opportunity for the local

3.1 Notice of Motion – To Include Dogs at LCCC Events (Cont'd)

business community to become involved; for example, the pet industry may wish to avail of the opportunity to provide sponsorship for such events.

Alderman S Skillen, having seconded the Notice of Motion, thanked Officers for their efforts in bringing forward the proposed addition of two bespoke dog friendly events, on a pilot basis. Alderman Skillen welcomed the inclusion of a bespoke dog-friendly event in Moat Park, Dundonald.

In responding to question from a Member in regard to the dog restriction at the Family Fun Day as part of the Mayor's Parade event, the Director advised that a number of pieces of information were considered to ensure the protection of patrons and dogs including advice from the Health & Safety Executive and other risk assessments.

It was proposed by Alderman A McIntyre, seconded by Councillor C Kemp, and agreed to recommend that:

- a) the proposed additional dog-friendly events on a pilot basis, as outlined in the Director's report be agreed, and in addition
- b) the Communities & Wellbeing Committee work alongside the Regeneration & Growth Committee in regard to the promotion of the Council's dog-friendly sticker initiative being promoted on the Visit Lisburn Castlereagh website.

Councillor B Higginson requested that a timetable for the Dog Exercise Meet Ups and the Paws & Purpose events be provided to Members, and also that the dog park at Lough Moss be included as a venue for these events.

3.2 Funding (i) Dispersal Funding & (ii) Additional District Council Good Relations Programme Funding

The Committee considered a report by the Director of Leisure & Community Wellbeing outlining the background and key issues in connection with (i) the Dispersal Funding Programme which was funded by The Executive Office in partnership with the Home Office, and (ii) the additional funding for the District Council Good Relations Programme.

(i) Dispersal Funding

It was noted that the aim of the Dispersal Funding programme was to develop the capacity and infrastructure to support the arrival of newcomers into local communities, and in particular those with refugee and asylum status.

The Director's report highlighted that the Council had received an additional allocation of £27,573 under the same terms of the original Memorandum of Understanding issued by The Executive Office in 2022.

(i) Dispersal Funding (Cont'd)

The Committee had been furnished with copy correspondence from The Executive Office dated August 2025 outlining the amendments to the original Letter of Offer, together with the most recent copy of the MOU.

(ii) Additional District Council Good Relations Programme Funding

The Director highlighted that in addition to the dispersal funding, The Executive Office (TEO) had offered council an additional £20,000 under the District Council Good Relations Programme (DCGRP) to develop new or enhance existing programmes that particularly addressed social and racial cohesion. It was also noted that TEO had articulated that in addition to the £20,000 a further £27,000 could be made available in year. Unlike the dispersal funding all awarded funds for this workstream must be spent within the 2025/26 financial year and therefore the funds cannot be merged into one funding stream.

The Director requested that in addition to the recommendation in the report regarding the approval of the release of a Good Relations Strategic Fund, the Committee considers the granting of delegated authority to the Chairperson, Councillor T Mitchell, and the Vice-Chairperson, Councillor A Givan, in consultation with the Acting Head of Communities, which would allow the process of the award of grants to be accelerated and also ensure that the funding is spent by the deadline of March 2026.

The Director responded to questions from the Committee on a number of the key issues contained within the report and undertook to bring an update report to the Committee outlining the breakdown of the Dispersal Funding awards, along with sending information to Members regarding the Council initiatives

It was proposed by Councillor G Thompson, seconded by Councillor G McCleave, and agreed to recommend that:

a) Dispersal Fund:

- (i) the release of a further round of the Support Fund, as outlined in the report, with a maximum budget of £80,000, be approved, and;
- (ii) £25,000 be ringfenced for Council delivered local events and programmes

b) District Good Relations Fund:

- (i) the release of a Good Relations Strategic Fund as outlined, with a maximum budget of £47,000, subject to TEO confirmation of budget, be approved, and

b) District Good Relations Fund (Cont'd)

- (ii) delegated authority be granted to the Chairperson and Vice Chairperson of the Committee, in consultation with the Acting Head of Communities, in regard to the award of funding to the successful groups, in view of the deadline for funding to be spent by March 2026.

The Chairperson, Councillor T Mitchell, left the meeting for the following two item of business, Sports Accelerator Fund – DEA Sports Funding 2025/2026 and Community Bursary Scheme 2025/2026 – Updated Outcomes to Date, having declared an interest in those matters.

The Vice Chairperson, Councillor A Givan, took the Chair and conducted the following two items of business (6.17 pm).

4. Report of Head of Sports Services

Councillors A P Ewing, C Kemp and G McCleave also left the meeting having also declared an interest in item 4.1. (6.17 pm)

4.1 Sports Accelerator Fund – DEA Sports Funding 2025/2026

The Head of Sports Services' report outlined the background and key issues in connection with the Sports Accelerator Fund which aimed to support local constituted and affiliated to Sports Lisburn and Castlereagh Clubs through a maximum allocation of £3,000.

It was noted that there was a shortfall of £2,638.99 in this funding programme due to all successful applications having been accommodated at their respective score amount, but this additional contribution could be accessed through the DEA Investment Programme.

Members welcomed these funding awards and expressed appreciation in regard to groups in their respective DEAs having secured grant funding under this programme.

The Head of Sports Services noted comments by a Member in relation to one of the DEAs being recorded incorrectly as Lisburn South DEA.

It was proposed by Councillor J Gallen, seconded by Councillor S Lowry, and agreed to recommend that the award of grant to all 48 successful applicants, as presented, be noted.

5. Report of Acting Head of Communities

Councillors C Kemp and G McCleave returned to the meeting at 6.21 pm.

5.1 Community Bursary Scheme 2025/2026 – Updated Outcomes to Date

The Acting Head of Communities' report outlined the background and key issues in relation to the Community Bursary Scheme which formed part of the Council's DEA Local Investment Programme aimed at supporting individuals and organisations with access to progression routes for sport, music, language and/or cultural activities. For the 2025/26 programme Members had approved a budget of £25,000.

The Acting Head of Communities reminded Members that they had agreed the criteria for the Community Bursary Scheme in April 2024. Applications were assessed on an ongoing basis, as they were received, within the cycle of the fund; and then agreed under delegated authority by the Chairperson and Vice Chairperson, in consultation with the Head of Communities. As part of the ongoing arrangements, the outcome of applications was brought to the Committee for noting.

A copy of the outcome of applications had been appended to the Officer's report.

It was noted that in 2024/25 there had been an underspend in the fund of £3,364, which has been rolled into 2025/26, giving a total fund allocation of £28,364.

The Acting Head of Communities responded to a question from a Member in regard to the timeline regarding a review of criteria for grant schemes. It was noted that this was likely to be presented some time in the new year following the appointment of the Monitoring and Evaluation Officer in November.

A Member put on record congratulations to Derriaghy Football Club for their success in winning the Foyle Cup this year, it being noted that the grant award to the Club had been valuable.

It was proposed by Councillor J Gallen, seconded by Alderman A McIntyre, and agreed to recommend that the outcomes of the Community Bursary Scheme be noted.

The Chairperson, Councillor T Mitchell, returned to the meeting and took the chair for the remaining items of business on the agenda.

6. Any Other Business – Non-Confidential

6.1 Communication Boards in Parks Councillor C Kemp

Councillor C Kemp put on record her thanks to Council Officers and also Solas for their efforts in progressing the pilot initiative on communication boards in parks, the feedback on which had been very positive. Councillor Kemp stated that this initiative was sending out the message that this Council was an inclusive city and was hopeful that the communication boards would be rolled out across all the parks in the Council area. Councillor Kemp acknowledged that the Estimates

6.1 Communication Boards in Parks (Cont'd)
Councillor C Kemp

process was now commencing and requested that this initiative be borne in mind during this time.

6.2 Hilden Play Park, Lisburn & Play Park at Huguenot Drive, Lisburn
Councillor G Hynds

Councillor G Hynds referred to the thanks he had expressed at the September meeting of Council in regard to the repairs and maintenance that had taken place at the above play parks and requested an update thereon.

The Director of Leisure & Community Wellbeing confirmed that Officers had been out and about in the parks for the purpose of conducting an audit on anything that needs repaired or replaced and undertook to provide Councillor Hynds with an update on the parks he had mentioned.

6.3 Lisburn Marching Bands Tattoo
Councillor G Hynds & Councillor B Higginson

Councillor G Hynds referred to the issue of lack of provision of toilet facilities and barriers at the Lisburn Marching Bands Tattoo event in Lisburn City Centre the previous weekend. Councillor Hynds emphasised the importance of the toilet facilities being made available on the evening of this event due to the large numbers of people attending this event.

The Director of Leisure & Community Wellbeing advised that she was looking into this matter.

At a later point in the meeting Councillor B Higginson congratulated the organisers of the Lisburn Marching Bands Tattoo. The event had attracted a huge crowd on the evening. Councillor Higginson requested that the Director share information on the breakdown in communication in regard to the lack of toilet facilities on the evening with the organisers.

6.4 Consultation Response – DOJ Consultation on the proposed expansion of Out of Court Disposals including Penalty Notices in the Justice Act (Northern Ireland) 2011
Councillor G Hynds

Councillor G Hynds referred to the above consultation by the Department of Justice which had been responded to, on behalf of the Council, by the PCSP. A copy of the Council's response had been circulated on the Committee's October Information & Correspondence schedule. Councillor Hynds put on record his deep concern in relation to this consultation, in particular in regard to certain crimes being dealt with by penalty notices rather than custodial sentences, such as assaults on police officers. Councillor Hynds was of the opinion that such criminal activity should be dealt with by a custodial sentence. Councillor Hynds stated that this would also be a great concern for the general public.

6.4 Consultation Response – DOJ Consultation on the proposed expansion of Out of Court Disposals including Penalty Notices in the Justice Act (Northern Ireland) 2011 (Cont'd)
Councillor G Hynds

The Director of Leisure & Community Wellbeing advised that the Acting Head of Communities would convey Councillor Hynds' concerns to the PCSP.

Alderman A McIntyre highlighted that this consultation had been initiated by the PSNI in conjunction with the Department for Justice, and that individual parties and also individual Elected Members had been encouraged to respond to this consultation.

6.5 European Heritage Open Days Thanks to Council Officers and Museum Staff
Alderman A McIntyre

Alderman A McIntyre conveyed thanks and appreciation to the Director of Leisure & Community Wellbeing and Council Officers for their support and efforts in connection with the European Heritage Open Days that had taken place during 13th and 14th September 2025. Alderman McIntyre in particular commended the efforts of the Museum staff whom, he stated, had arranged a number of additional tours due to the volume of visitors attending these open days.

6.6 Wet Condition of Dog Exercise Area in Ballybeen
Alderman S Skillen & Councillor S Lowry

Councillor R Carlin joined the meeting remotely at 6.35 pm.

Alderman S Skillen referred to the problem of the dog exercise area in Ballybeen being constantly swamped due to being on a flood plan and enquired if there was anything that Council Officers could do to address this issue. Alderman Skillen suggested that the Parks and Amenities team work with NI Water to consider how this matter could be addressed.

The Director of Leisure & Community Wellbeing undertook to have this matter investigated.

6.7 Accessibility of Pitches
Alderman S Skillen

Alderman S Skillen reported having received a telephone call the previous weekend from a constituent in connection with a sports pitch not being open. The Director of Leisure & Community Wellbeing undertook to have this matter investigated.

6.8 Soft Play area at DIIB
Alderman S Skillen

Alderman S Skillen requested that a meeting with the Members of Castlereagh East DEA be convened in order to explore the options around developing the Soft Play area at DIIB

The Director of Leisure & Community Wellbeing undertook to pick up on this matter with Alderman Skillen offline.

6.9 Seniors Summer Scheme
Councillor G Thompson

Councillor G Thompson welcomed the update on the Age Friendly Programme, details of which had been included in the Committee's October Information & Correspondence Schedule (ICS). Councillor Thompson also highlighted that October was 'positive ageing month and wished to thank Officers for their efforts in regard to the various activities that had been organised as part of the Age Friendly Programme over recent months. Councillor Thompson also requested that these activities were promoted as much as possible.

Councillor Thompson having also welcomed the update on the Seniors Summer Scheme which had also been circulated in this month's ICS, highlighted the involvement of the PHA who were organising a conference in November on the subject of older people and had asked the Council to do a presentation on its Seniors Summer Scheme.

Councillor Thompson also drew the Committee's attention to the work of the South Eastern Regional College who were interested in doing an intergeneration programme next summer.

7. Confidential Report from Director of Leisure & Community Wellbeing

The Chairperson, Councillor T Mitchell, advised that the reason for confidentiality for each of the confidential reports was due to information relating to the financial or business affairs of any particular person (including the Council holding that information.)

In Committee

It was proposed by Councillor B Higginson, seconded by Councillor C Kemp, and agreed that the Confidential Reports of the Director be considered "in Committee". The recording was paused at this stage in proceedings, and any members of the press and public left the meeting (6.40 pm).

7.1 Business Case – Litter Management in Parks & Open Spaces (Redacted report to be published May 2026)

A copy of business case had been appended to the Officer's report which outlined options for consideration on the management of the litter service required, over a three-year period.

The Director of Leisure & Community Wellbeing responded to comments and questions from the Committee in connection with some of the key issues contained within the report circulated.

Councillor K Dickson left the meeting and returned at 6.45 pm and 6.48 pm respectively.

It was proposed by Councillor G McCleave, seconded by the Vice Chairperson, Councillor A Givan, and agreed to recommend that:

- a) the report and business case in regard to litter management in parks and open spaces be noted, and
- b) option 2 of the Business Case be approved and progressed through a tender process.

7.2 Community Investment Fund (Redacted Report to be published November 2025)

The Director of Leisure & Community Wellbeing's report outlined the background and key issues in relation to a project that had secured funding through the Community Investment Fund, namely; Canal Boxing Club

At this point in the meeting the Committee was circulated with a copy of the formal Letter of Offer to Canal Boxing Club in connection with the Community Investment Fund – Funding Agreement (a draft Letter of Offer having been appended to the Director's report at the time of the meeting papers being issued).

It was proposed by Councillor G Thompson, seconded by Councillor C Kemp, and agreed to recommend that:

- a) the content of the Director's report be noted, including the verbal update provided by the Director, and
- b) the formal Letter of Offer, as circulated at the meeting, be issued to Canal Boxing Club.

It was further agreed to recommend on a proposal by Councillor D J Craig, seconded by Councillor B Higginson, that the Council explores opportunities to fund the additional amount required by Holy Trinity Parish Church, from the budget identified during the discussion. It was agreed a further report would be brought back to Committee for consideration.

7.3 Satellite Centre - Extension of Satellite Centre Funding Programme
(Redacted Report to be published once the Estimates process has been finalised)

The Director of Leisure & Community Wellbeing's report outlined the background and key issues in relation to Satellite Centre Funding Programme which delivered against the Corporate Plan through improving physical, mental and social wellbeing whilst fostering pride and promoting social cohesion within communities.

It was proposed by Councillor D J Craig, seconded by Councillor B Higginson, and agreed to recommend that:

- a) annual funding be awarded to both facilities, as outlined in the Director's report, with ongoing evaluation to consider future funding support,
- b) this expenditure be included as part of the 2026/27 estimates process, and
- c) monthly pro rata funding be awarded to both organisations from commencement of project delivery until the end of this financial year.

8. Any Other Business – Confidential

8.1 Book on Hilden School
Councillor G Hynds

The Director of Leisure & Community Wellbeing responded to comments from Councillor G Hynds in connection with a previous decision by the Committee to look into the possibility of the Council funding two further chapters of a book that had been published a number of years ago on the subject of Hilden School.

Resumption of Normal Business

It was agreed to come "out of Committee" and normal business was resumed.

There being no further business the meeting concluded at 7.04 pm.

MAYOR/CHAIR

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Corporate Services Committee held remotely and in the Council Chamber, Island Civic Centre, The Island, Lisburn on Wednesday 8th October 2025 at 6.00 pm.

PRESENT IN COUNCIL CHAMBER (COMMITTEE):

Councillor B Higginson (Chair)

Councillor J Bamford (Vice-Chair)

Aldermen A Ewart MBE, M Gregg and P Porter

Councillors T Beckett, R Carlin, K Dickson, A Ewing, J Harpur, J Lavery BEM, G McCleave, R McLernon and N Parker

OTHER MEMBERS OF COUNCIL PRESENT IN COUNCIL CHAMBER:

Councillor G Hynds

OTHER MEMBERS OF COUNCIL PRESENT IN A REMOTE LOCATION

Alderman J Tinsley

IN ATTENDANCE:

Chief Executive
Director of Organisation Development & Innovation
Head of Assets
Head of Finance
Head of Human Resources & Organisation Development
Head of Innovation
Acting Head of Governance & Communications
Member Services Officers (RN, EW & FA)

Commencement of Meeting

The Chair, Councillor B Higginson, welcomed everyone to the meeting and gave a particular welcome to Mr Neil Thompson, the recently appointed Head of Innovation, and wished him well in his new role.

The Chair advised that the meeting would be audio recorded unless the item on the agenda was to be considered under confidential business.

Unauthorised recording was not permitted, as per 8.5 of the Council's Standing Orders. Mobile phones were to be turned off or on silent mode for the duration of the meeting. Members attending remotely were asked to keep their cameras on. Finally, the Chair asked that any Member entering or leaving the meeting alert the Member Services Officer accordingly so that this might be accurately reflected in the minutes.

The Chief Executive outlined the evacuation procedures in the case of an emergency. During this announcement, Alderman P Porter entered the Chamber at 6.01 pm.

1. Apologies

An apology for non-attendance at the meeting was accepted and recorded on behalf of Councillor The Hon N Trimble.

2. Declarations of Interest

There were no Declarations of Interest.

3. Report of Acting Head of Governance & Communications

3.1 Committees – Terms of Reference

In addition to the narrative report, the draft Terms of Reference for the following Committees (showing updates where appropriate) had been provided with an Officer recommendation to agree:-

- Communities & Wellbeing Committee (updated)
- Environment & Sustainability Committee (updated)
- Regeneration & Growth Committee (updated)
- Corporate Services Committee (updated)
- Governance & Audit Committee
- Planning Committee

There was an additional section in the draft Terms of Reference for the Corporate Services Committee relating to employment procedures. Following clarification as to the officers to whom this section would apply, the Chief Executive and the Director of Organisation Development & Innovation left the Chamber. This was in the absence of the item being taken into “Committee”. (6.05 pm)

Further questions were posed in relation to the section concerning employment procedures and it was then agreed that this item of business be discussed “in Committee”. This was agreed on a Proposal made by Councillor A Ewing and seconded by Councillor R McLernon. (Recording was paused at this stage in proceedings. There were no members of the public or the press present.) (6.15 pm)

3.1 Committees – Terms of Reference (Continued)

It was proposed by Councillor J Laverty, seconded by Alderman P Porter and agreed that this item of business be deferred to the next meeting of Committee with the report to that meeting confirming the processes and procedures that had been or were currently in place to deal with the employment matters set out for inclusion in the Terms of Reference for the Corporate Services Committee.

It was also agreed that Members inform the Head of Human Resources & Organisation Development of any comments regarding the employment procedures report that was listed as Item 4.7 on the agenda.

The Chair stated that - as the content of Item 4.7 on the agenda – “Employment Procedures” was dependent on agreement to the Terms of Reference of the Corporate Services Committee, that item would be deferred to the next meeting of Committee also.

It was proposed by Councillor A Ewing, seconded by Councillor R Carlin and agreed to come “out of Committee”. Normal business and the recording were resumed. (6.28 pm)

Councillor A Ewing entered the Chamber prior to the meeting being dealt with “in Committee”. (6.06 pm)

The Chief Executive and the Director of Organisation Development & Innovation returned to the Chamber immediately after this item of business had concluded. (6.29 pm)

3.2 United Nations UN80 Commemoration Request to illuminate Lagan Valley Island

In addition to the narrative report, copy of a letter dated the 29th September 2025 from the United Nations Association of Northern Ireland had been provided, requesting that the Council light up its civic building in blue on the 24th October 2025 to mark the 80th anniversary of the founding of the United Nations.

It was proposed by Councillor J Bamford, seconded by Councillor R Carlin and agreed that – recognising the symbolic importance of the United Nations and its 80th anniversary – the request referred to above be acceded to.

The Committee noted that the light-up referred to above would be in advance of receiving Council ratification on the 28th October 2025.

3.3 2025 Anniversaries Programme

In addition to the narrative report, budgetary costs for the 2025 anniversary programme had been provided. The content of the report and the budgetary costs were noted.

A number of Members commended the Working Group, Officers and Staff for the work that had gone into making the VE Day and VJ Day commemorations so poignant and successful.

4. Any Other Business – Non-Confidential

4.1 Castle Gardens, Lisburn Christmas events and access for local residents Councillor G Hynds

Councillor G Hynds referred to events that were held in Castle Gardens during the Christmas period and asked to have borne in mind that access by residents and carers to the housing for senior citizens in that vicinity should not be hampered.

The Acting Head of Governance & Communications noted these comments for conveying to the co-ordinating department of the Christmas events.

4.2 Transparency of Council Business Councillor G Hynds

Councillor G Hynds referred to the comment made regarding the Council exceeding the statutory requirements for transparency and enquired as to the manner by which transparency of Council business was measured – if it was by the Council itself or by an outside body.

The Chief Executive suggested that Councillor Hynds e-mail him with any specific clarifications sought.

5. Confidential Report from Chief Executive

The reasons for confidentiality were as set out in the agenda, ie:-

5.1 Tender Awards (Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information)).

Redacted report to become available following ratification by Council on the 28th October 2025 and the signing of the contracts.

CSC 08.10.2025

58

5.2 Bleacher Seating – Business case and PIRSOC

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

Redacted report to become available when the contract has been procured. (Estimated at July 2026.)

5.3 Estimates 2026/2027 – First Draft

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

Report will never become available. (Final estimates will be released.)

5.4 Reserves as at 31st March 2025

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

Redacted report to become available following ratification by Council on the 28th October 2025

5.5 Accounting Manual

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

Report will never become available. (Internal document.)

5.6 Local Government Training Group

ILM People Development Framework – Tender Evaluation Criteria

(Confidential for reason of information relating to (i) any individual and (ii) the financial or business affairs of any particular person (including the Council holding that information).)

Redacted report to become available after award of contract.

5.7 Employment Procedures

(Confidential for reason of information relating to (i) any individual and (ii) the financial or business affairs of any particular person (including the Council holding that information).)

Report to become available following ratification by Council on the 28th October 2025. (Not applicable as this item was deferred to November 2025 meeting of Committee.)

In Committee

It was proposed by Councillor A Ewing, seconded by Councillor K Dickson and agreed that the Confidential Report of the Chief Executive be considered “in Committee”. (Recording was paused at this stage in proceedings. There were no members of the public or the press present.) (6.35 pm)

The Head of Innovation left the Chamber. (6.35 pm)

5.1 Report on Tender Awards

Presented by the Head of Assets.

Tender reports and a summary of the tenders awarded had been provided with the narrative report.

It was proposed by Alderman M Gregg, seconded by Councillor J Bamford and agreed to recommend that the tenders awarded in regard to the following contracts, together with the attendant tender reports, be noted:-

- T25/26-018 – Gamified Essential Skills Learning Programme;
- T25/26-015 – Accessible Graduate Apprenticeship Programme;
- T25/26-025 – Pathways to Employment for Individuals with a Disability Programme.

It was further agreed on the Proposal made by Alderman M Gregg and seconded by Councillor J Bamford to recommend that the signing and sealing of the Tender documents be approved.

5.2 Bleacher Seating – Business Case and PIRSOC

Presented by the Acting Head of Governance & Communications who responded to Members' questions.

In addition to the narrative report, the following documents had been provided.

- Business Case for "Island Hall Bleacher Seating System";
- PIRSOC (Project Initiation Request & Strategic Outline Case) for "Island Hall Bleacher Seating Refurbishment";
- Benefits Realisation Plan of a Replacement Bleacher Seating System.

It was proposed by Alderman P Porter, seconded by Councillor A Ewing and agreed to recommend that:-

- the Business Case and the PIRSOC for Bleacher Seating in the Island Hall be approved; and
- Option 3 as contained in the Business Case, ie a Replacement System, be accepted and progressed.

The Acting Head of Governance & Communications confirmed that the sale of the redundant bleacher seating would be explored.

In regard to the heating and air conditioning systems, specifically in the Studio Theatre, the Head of Assets stated that proposed works thereto would be reported to the Committee in the coming months.

5.3 Estimates 2026/2027 – First Draft

Presented by the Head of Finance.

Members noted the content of the narrative report in regard to the draft Estimates for 2026/2027. The Head of Finance noted Members' comments on the draft Estimates, particularly those in relation to legal fees and where they should lie, and noted issues on which she was to revert to Members.

The Chief Executive and the Head of Finance responded to Members' questions.

Councillor N Parker left the Chamber during the Head of Finance's presentation of this item and returned to it during discussion. (6.50 pm and 6.55 pm respectively.)

5.4 Reserves as at 31st March 2025

Presented by the Head of Finance.

In addition to the narrative report, tabular information on the Reserves Summary as at the 31st March 2025 had been provided.

The Chief Executive and the Head of Finance responded to Members' questions.

Subject to consideration of further information on Reserves being presented to the November 2025 meeting of Committee and then the making of a recommendation thereon, the content of the report was noted.

Alderman J Tinsley joined the meeting on a remote basis during this item. (7.11 pm)

5.5 Accounting Manual

Presented by the Head of Finance.

In addition to the narrative report, the following had been provided:-

- updated Section 10 of the Accounting Manual to reflect the changes in respect of the agreed procurement thresholds and also required changes subsequent to the enacting of the new Procurement Act 2023 on the 24th February 2025;
- Section 10 showing the tracked changes.

It was proposed by Alderman M Gregg, seconded by Councillor J Bamford and agreed to recommend that the revised Accounting Manual be approved, effective from the 1st November 2025.

5.6 Local Government Training Group
ILM People Development Framework – Tender Evaluation Criteria

Presented by the Head of Human Resources & Organisation Development.

In addition to the narrative report, the Equality Screening document had been provided.

It was proposed by Councillor J Harpur, seconded by Councillor K Dickson and agreed to recommend the Tender Evaluation Award Criteria for the procurement of the Local Government Training Group People Development Programme be approved.

5.7 Employment Procedures

This item of business was dependent on agreement to the revised Terms of Reference for the Corporate Services Committee (Item 3.1).

As the Terms of Reference for the various standing committees had been deferred, the above item was not discussed,

6. Any Other Business – Confidential

6.1 Thanks from Alderman P Porter

Alderman P Porter expressed his thanks to all staff who – due to his health - had assisted him and displayed patience with him at recent events.

6.2 Corporate Services Committee – Terms of Reference
Councillor J Bamford

In furtherance of an earlier decision, Councillor J Bamford asked that any information/amendments which Members might have in relation to procedures attached at item 4.7 be conveyed to the appropriate officers without delay.

Resumption of Normal Business

It was proposed by Alderman M Gregg, seconded by Alderman P Porter and agreed to come out of Committee and normal business and the recording were resumed.
(7.18 pm)

7. Any Other Business

Dealt with under Item 4.

After the Chair had thanked those present for their attendance, the meeting concluded at 7.18 pm.

MAYOR/CHAIR

DRAFT

PC 08.09.2025

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Planning Committee Meeting held in the Council Chamber and in Remote Locations on Monday, 8 September, 2025 at 10.00 am

<u>PRESENT IN CHAMBER:</u>	Alderman J Tinsley (Chair)
	Alderman O Gawith
	Councillors S Burns, P Catney, D J Craig, J Lavery BEM, A Martin, G Thompson and N Trimble
<u>PRESENT IN REMOTE LOCATION:</u>	Alderman M Gregg
	Councillors D Bassett
<u>IN ATTENDANCE:</u>	Director of Regeneration and Growth Head of Planning & Capital Development Senior Planning Officers (MB, PMcF and GM) Member Services Officers (CR and RN)
	Mr B Martyn (Cleaver Fulton Rankin) – Legal Advisor

Commencement of Meeting

Councillor N Trimble arrived to the meeting at 10.01 am.

At the commencement of the meeting, the Chair, Alderman J Tinsley, welcomed those present to the Planning Committee. In particular, he extended a welcome to Councillor J Lavery, who had replaced Councillor U Mackin as a Member of the Committee. The Chair pointed out that, unless the item on the agenda was considered under confidential business, this meeting would be audio recorded. The Head of Planning & Capital Development outlined the evacuation procedures in the case of an emergency.

1. **Apologies**

There were no apologies.

2. **Declarations of Interest**

There were no declarations of interest made at this point.

The Chair, Alderman J Tinsley, stated that, by virtue of being Members of Council, all Members of the Planning Committee would have an interest in planning application LA05/2024/0717/F. However, the dispensation under paragraph 6.6 of the Code of Conduct applied and Members were permitted to speak and vote on the application.

PC 08.09.2025

64

2. Declarations of Interest (Contd)

During the meeting, Councillor D J Craig declared an interest in application LA05/2024/0717/F, as he had had several meetings with Council Officers in respect of it.

3. Minutes of Meeting of Planning Committee held on 4 August, 2025

It was agreed that the minutes of the meeting of Committee held on 4 August, 2025 be confirmed and signed.

4. Report from the Head of Planning & Capital Development

4.1 Schedule of Applications

The Chair, Alderman J Tinsley, advised that there were 2 local applications on the schedule for consideration at the meeting. Two other applications had been removed from the schedule – one as a consequence of the application having been withdrawn and the other due to legal proceedings having been issued by the planning applicant.

4.1.1 Applications to be Determined

The Legal Advisor, Mr B Martyn, highlighted paragraphs 43-46 of the Protocol for the Operation of the Lisburn & Castlereagh City Council Planning Committee which, he advised, needed to be borne in mind when determinations were being made.

(i) LA05/2024/0717/F – Proposed replacement changing rooms at Derriaghy CCFC, 22 Seycon Park, Dunmurry

The Senior Planning Officer (PMcF) presented the above application as outlined within the circulated report.

No-one was registered to speak on this application.

At this point, Councillor D J Craig declared an interest in the above application and left the meeting (10.12 am).

There were no Members' queries put to Planning Officers.

Debate

During debate:

- Councillor P Catney stated that, living so close to this facility, knowing the success of the Club and taking on board the substantial community benefit this would bring to the local area, he was in support of the recommendation of the Planning Officer to approve planning permission. He stated that the application was identified as being within the greenbelt of the Lagan Valley Regional Park, but it was land zoned for recreation and open space.

PC 08.09.2025

65

- (i) LA05/2024/0717/F – Proposed replacement changing rooms at Derriaghy CCFC, 22 Seycon Park, Dunmurry (Contd)

Vote

Having considered the information provided within the report of the Planning Officer, the Committee agreed unanimously to adopt the recommendation to approve this application.

Councillor D J Craig returned to the meeting (10.15 am).

- (ii) LA05/2022/0506/F – Retrospective application for temporary change of use of lands to car sales and car wash and temporary retention of and change of use of former school building as office at 44 Scroggy Road, Glenavy

The Senior Planning Officer (MB) presented the above application as outlined within the circulated report.

No-one was registered to speak on this application.

A number of Members' queries were addressed by Planning Officers.

Debate

During debate:

- Councillor A Martin stated that he would have liked the applicant to be present in order that he could question why this development had been proceeded with in the absence of planning permission. Approving planning permission could set a precedent for future applications and Councillor Martin stated that he was in support of the recommendation of the Planning Officer to refuse planning permission.

Vote

On a vote being taken, it was agreed to adopt the recommendation of the Planning Officer to refuse planning permission, the voting being:

In favour: Councillor S Burns, Councillor P Catney, Councillor D J Craig, Alderman O Gawith, Alderman M Gregg, Councillor J Lavery, Councillor A Martin, Councillor G Thompson, Councillor N Trimble and Chair, Alderman J Tinsley **(10)**

Against: None **(0)**

Abstain: Councillor D Bassett **(1)**

PC 08.09.2025

66

4.2 Statutory Performance Indicators – July 2025

It was agreed that information relating to Statutory Performance Indicators for July 2025 be noted.

4.3 Appeal Decision – LA05/2022/1173/O

Members noted the report and decision of the Planning Appeals Commission in respect of the above appeal.

4.4 Appeal Decision – LA05/2023/0632/F

Members noted the report and decision of the Planning Appeals Commission in respect of the above appeal.

4.5 Pre-application Notice (PAN) for the Construction of an Engineered Landfill Site for Non-Hazardous Wastes within the Quarry Void and Associated Infrastructure to Include Leachate Treatment Plant, Landfill Gas Plant, Weighbridge, Offices, Car Park and Wheel Wash and Other Associated Ancillary Development at Budore Quarry, 15 Sycamore Road, Dundrod

It was proposed by Councillor P Catney, seconded by Councillor D J Craig and agreed that information on the pre-application notice be noted and that it be submitted in accordance with the relevant sections of the legislation and related guidance.

4.6 Pre-application Notice (PAN) for the Expansion to Maghaberry to Provide Neighbourhood Community Comprising of a Health and Wellbeing Hub, a Community Hub, Extension to The Shed Restaurant/Coffee Shop, Offices, Affordable and Private Housing, Affordable and Private Support Housing for Over 55s in Categories 1 and 2, Respite Care, Guesthouse and Affiliated Self-Catering Apartments, Public Open Space including Landscaping, Gardens and Play Areas, and Access from Hammonds Road and Maghaberry Road on Lands to the North, East and South of 1C Hammonds Road, Upper Ballinderry, Situated Between Hammonds Road and Maghaberry Road

It was proposed by Councillor P Catney, seconded by Councillor A Martin and agreed that information on the pre-application notice be noted and that it be submitted in accordance with the relevant sections of the legislation and related guidance.

In response to comments regarding the venue for the public consultation event, the Head of Planning & Capital Development agreed to contact the applicant to request if Maghaberry Community Centre could be used for this purpose; however, he pointed out that the change of venue could not be guaranteed.

PC 08.09.2025

67

4.7 Letter to Heads of Planning in Respect of the Planning Improvement Programme – Update of Development Plan Practice Notes

Members noted the contents of an update on forthcoming changes to the Local Development Plan Practice Notes, as provided by the Department for Infrastructure Regional Planning Policy and Casework Team.

4.8 Notification by Telecommunication Operator(s) of Intention to Utilise Permitted Development Rights

Members noted from the report, information regarding notification by telecommunication operators of intention to utilise Permitted Development Rights at a number of locations in the Council area.

4.9 Local Development Plan 2023 Quarterly Update

Councillor P Catney left, and returned to, the meeting during consideration of this item of business (10.53 am and 10.55 am respectively), as did Councillor D Bassett (10.58 am and 11.00 am respectively).

Members noted from the report, an update on progress with the development of the Local Policies Plan.

Following discussion, the Head of Planning & Capital Development agreed:

- (a) that a report would be brought to Committee indicating the quantum of time in respect of the retail policy for Sprucefield; and
- (b) to give consideration to providing an update regarding development at Sprucefield under Any Other Business at the October meeting of the Committee and a briefing session for Members, possibly at the conclusion of the November meeting of the Committee.

4.10 Enforcement Quarterly Update

Members noted from the report, a planning enforcement update in respect of the caseload.

The Chair, Alderman J Tinsley, paid tribute to the hard work of the enforcement team.

5. Any Other Business

5.1 Update on Planning Application LA05/2022/0033/F Chair, Alderman J Tinsley

“In Committee”

It was proposed by Councillor P Catney, seconded by Councillor A Martin and agreed to go ‘into committee’ to consider this matter. Those members of the public and press in attendance left the meeting.

PC 08.09.2025

68

5.1 Update on Planning Application LA05/2022/0033/F (Contd)
Chair, Alderman J Tinsley

Members were provided with an update in respect of the legal proceedings received in respect of the above application.

Resumption of Normal Business

It was proposed by Councillor D J Craig, seconded by Councillor P Catney and agreed to come out of committee and normal business was resumed (11.29 am).

Conclusion of the Meeting

At the conclusion of the meeting, the Chair, Alderman J Tinsley, thanked those present for their attendance.

There being no further business, the meeting was terminated at 11.29 am.

Chair/Mayor

Committee:	Full Council Meeting
Date:	28 October 2025
Report from:	Chief Executive

Item for:	Decision
Subject:	Requirement to enter into a Section 76 planning agreement for planning application LA05/2020/0303/F

1.0 **Background**

- Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to:
 - Facilitate or restrict the development or use of land in any specified way;
 - Require specified operations or activities to be carried out in, on, under or over land;
 - Require the land to be used in a specified way;
 - Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically.

Key Issues

- It was resolved at a meeting of the Planning Committee on 08 January 2024 to grant planning permission for the demolition of an existing dwelling and construction of a pair of semi-detached houses and a row of four-terraced houses with associated site works and landscaping at 32 Lurgan Road and adjacent lands north west at Linen Fields, Lurgan Road, Moira.
- The recommendation presented was subject to the developer entering into a Section 76 planning agreement to ensure that adequate provision is made for affordable housing as an integral part of the development in accordance with Policy HOU10 of the Lisburn and Castlereagh City Council Local Development Plan.
- The Developer Covenants with the Council at the first schedule of the agreement to provide two residential Units as Affordable Housing at the site. As per **Appendix 1**, the applicant advises that these units will be contained within the terrace of four dwellings at sites 94-97.
- The wording of the covenant at Schedule 2 at **Appendix 2** is consistent with the recommendation in the addendum to the planning report that was agreed by the Planning Committee.
- A copy of the Agreement is attached (see Appendix) and is also to be entered into under Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002 and Section 79 of the Local Government Act (Northern Ireland)

	2014 and all other enabling powers must also accord with the Strategic Planning Policy Statement for Northern Ireland. 6. Members will note that this agreement was considered at the September Council meeting, and a query was raised in respect of the description of development used in the P1 application form attached at Annex 2. For clarity, the form attached included the original description of development, but this was subsequently amended during the application process. The most up to date P1 application form with the correct description of development has now been inserted at Annex 2. This does not alter the content or wording of the agreement in any way. 7. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council, under the Council's constitution the signing of legal documents and the affixing of the corporate seal is delegated to the Chief Executive.	
2.0	<u>Recommendation</u> It is recommended that the Council consider the above and that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.	
3.0	<u>Finance and Resource Implications</u> The Developers shall pay to the Council on completion of this Deed the legal costs of the Council incurred in the negotiation, preparation and execution of this Deed. The Developers shall also pay to the Council on completion of this Deed a fee as a contribution towards the Council's costs of monitoring the implementation of this Deed.	
4.0	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to EQIA screening	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening.	

Appendices:	APPENDIX 1 – Site layout indicating location of affordable housing units APPENDIX 2 – Section 76 Agreement – LA05/2020/0303/F (includes relevant site location)
--------------------	---

STANDARD TREE PLANTING DETAIL

TREE TIES
TREE TIES TO BE ADJUSTABLE SOLID RUBBER SPACER HOLLOWED ON BOTH SIDES WITH RUBBER COVERED CANVAS STRAP 25mm WIDE 1no. PER TREE

FIXING NAILS TO BE GALVANISED & NOT LESS THAN 25mm LONG WITH 10mm DIA. HEADS

TREE STAKE
75mm DIA. x 1500mm LONG LARCH PRESSURE TREATED STAKE
TREES WHEN PLANTED SHOULD BE AT THE SAME DEPTH AT WHICH IT HAS BEEN GROWN AT THE NURSERY, AS INDICATED BY THE SOIL MARK ON THE STEM
SOIL LEVEL OF TREE PIT TO BE FINISHED SLIGHTLY HIGHER THAN THE THE SURROUNDING GROUND AND THE 600mm DIA. BASE SHALL BE SPRAYED WITH PRE-EMERGENT HERBICIDE
ALL BARE ROOT TREES SHALL BE DIPPED IN 'ALGINURE ROOT DIP' IN ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS PRIOR TO PLANTING

TREE PITS
EXCAVATE PIT WITH SLIGHTLY RAISED CENTRE. RETAIN TOPSOIL FOR REUSE WHERE SPECIFIED. SIZE TO BE 600x600x600mm DEEP BACKFILLED WITH GOOD QUALITY TOPSOIL TOGETHER WITH WELL ROTTED FARMYARD MANURE AT 20 LITRES PER PIT AND 'SLOGRO' AT 35g/CUBIC METRE BREAK UP BOTTOM OF PIT TO A DEPTH OF 150mm AND SCARIFY SIDES.

3 no. SAWN TIMBER RAILS 75 x 32mm

SAWN TIMBER POSTS 100 x 100 x 2400mm LONG WEATHERED AT TOP

SAWN TIMBER VERTICAL SLATS 100 x 19 x 1800mm LONG NAILED TO HORIZONTAL RAILS.

400 x 400 x 400mm CONCRETE FOUNDATION

Screen Fence Detail scale 1/50

Denotes new dominant species tree planting species Rowan 'sorbus aucuparia'

Denotes new dominant species tree planting species Ash 'fraxinus excelsior'

Denotes new dominant species tree planting species Alder 'Alnus glutinosa'

Denotes new understorey species tree planting species Cherry 'prunus avium'

Denotes existing tree to be retained

GROUND COVER SHRUBS containerised

COTONEASTER 'ROYAL BEAUTY'

HEBE RACCENSOIS

BERBERIS JULIANA

ESCALONIA 'DONARD SEEDLING'

Brick Paver Parking space / driveway

ROUGH GRASS MEADOW

Grass & wildflower species for use in rough grass margins and slopes adjacent river corridor

Rough stalk meadow grass 'Poa trivialis'

Common bent 'Agrostis capillaris'

Gorse 'Ulex europaeus'

Cocksfoot 'Dactylus glomerata' not more than 15% 9m² 2kg/ha)

General purpose lawn grass seed mix

40% Dwarf Perennial Ryegrass

50% Creeping Red Fescue

10% Chewings Fescue

sowing rate 35g/sq m

Drawing No. 24/c

Lisburn & Castlereagh City Council

07 JUL 2022

Area Planning Office RECEIVED

File No.

revision n landscape notes added July 2022

revision m client instruction to conceal planners requested amendments Jan 2022

revision l red line amended at plot 86 Jan 2021

revision k plots 89 - 97 added February 2020

revision j levels & landscape added sites 70 - 75 June 2019

revision h sunlounges added sites 70-75 December 2018

revision g House types amended March 2018

revision f Landscape notes amended / added May 2017

revision e Bike rack & bin stores added Jan 2017

revision d plot 72 omitted, NIE sub-station added March 2016

revision c house types at plots 1-16, 23-28 & 76-81 amended Feb 2016

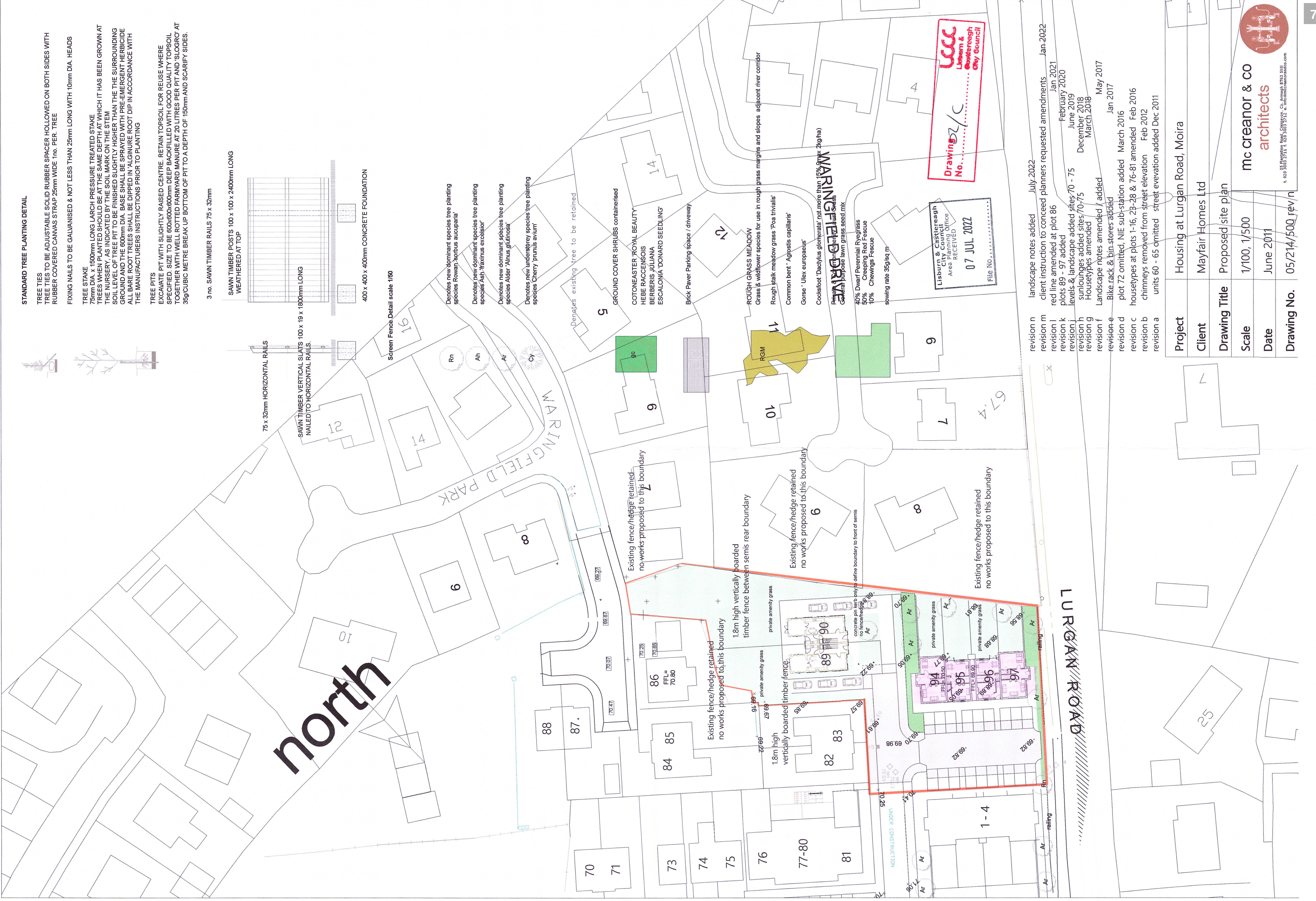
revision b chimneys removed from street elevation Feb 2012

revision a units 60 - 65 omitted street elevation added Dec 2011

Project	Housing at Lurgan Road, Moira
Client	Mayfair Homes Ltd
Drawing Title	Proposed site plan
Scale	1/100, 1/500
Date	June 2011
Drawing No.	05/214/500 rev n

mc creanor & co architects

35 Rathfriland Road, Rathfriland, Co. Armagh BT23 5JH
t: 028 3052 5111 e: info@mccreanorandco.com



Dated the day of 2025

BETWEEN

Lisburn and Castlereagh City Council

AND

MAYFAIR HOMES (NI) (NO.2) LTD

PLANNING AGREEMENT PURSUANT TO SECTION 76 OF THE PLANNING ACT (NI) 2011

RELATING TO:

Lands at 32 Lurgan Road, Moira and adjacent lands north west of Linen Fields, Lurgan Road, Moira

THIS DEED is made on the day of 2025

BETWEEN:

Lisburn and Castlereagh City Council of Lagan Valley Island, 1 The Island, Lisburn, BT27 4RL ("the Council");

MAYFAIR HOMES (NI) (NO.2) LTD (Company Number: NI635215) whose registered office is at Hnh Partners Limited, Jefferson House, 42 Queen Street, Belfast, Northern Ireland, BT1 6HL ("the Applicant").

WHEREAS:

- A. The Council is the planning authority for the purposes of the Planning Act (Northern Ireland) 2011 ("the Act") for the area in which the Application Site is situated as edged in red in the map at **Annex 1**.
- B. The Applicant has submitted the Planning Application for permission and is proposing to develop the Application Site.
- C. The Council must determine Planning Applications for residential housing based on the requirements of the planning policy set out in Policy HOU5 and as such the Affordable Units have been designated for use as Affordable Housing.
- D. The Applicant is the owner of the Application Site as certified in the Certificates of Title free from encumbrances (**Annex 4**).
- E. The Planning Application submitted by the Applicant will be subject to conditions which the Council may impose as well as this Agreement pursuant to Section 76 of the Act. The Planning Application P1 form is shown at **Annex 2** of this Agreement.
- F. The planning obligations insofar as they relate to Section 76 of the Act on behalf of the Council and the Applicant in this Agreement are binding upon the Application Site.

NOW THIS DEED is made in pursuance of Section 76 of the Act and the covenants are covenants to which that Article applies.

WITNESSES AS FOLLOWS:

DEFINITIONS

Act – Planning Act (Northern Ireland) 2011;

Affordable Housing: means housing that is provided outside of the general market for those whose needs are not met by the market. Affordable Housing which is funded by the Government must remain affordable or alternatively there must be provision for the public subsidy to be repaid or recycled in the provision of new affordable housing and includes any of:

- a) Social rented housing; or
- b) Intermediate Housing for sale; or
- c) Intermediate Housing for Rent

that is provided outside of the general market, for those whose needs are not met by the market.

Affordable Units: means the Properties to be constructed for Affordable Housing and outline in red on the Plan.

Applicant – Mayfair Homes (No.2) (NI) Limited;

Application Site – Lands at 32 Lurgan Road, Moira and adjacent lands north west of Linen Fields, Lurgan Road, Moira as outlined in red in the map at Annex 1 and comprised in Folios: DN173282, DN214705 and 28079 all County Down;

Certificate of Title - the certificate of title annexed hereto (Annex 4) identifying the details of all of the estates in the Application Site as at the date of execution of this Deed;

Certificate of Practical Completion - confirmation from a duly authorised architect that the developed Properties, or any part thereof, is capable of being used for the purpose for which Planning Permission was granted;

Commencement Notice - a notice in writing in the form of Annex 3 to be served upon the Council by the Applicant notifying it of the Applicant's intention to carry out the Development;. Such notice shall include confirmation of the date upon which Commencement of Development is expected to take place and shall contain the reference number for the Planning Application and confirm the clause of this Deed pursuant to which it is being given;

Commencement of Development - shall have the meaning given in Section 63 (2) of the Act save that for the purposes of this Deed none of the following operations shall constitute commencement:

- (1) Any archaeological or site investigations;
- (2) Works of excavation;
- (3) Demolition;
- (4) Site clearance;
- (5) Diversion of services and installation of services for construction purposes only;
- (6) Site or soil investigations;
- (7) Remedial action in respect of any contamination;
- (8) Interim landscaping works;
- (9) Provision of construction access; and
- (10) Noise attenuation works for the erection of hoardings and fences.

Completion - the completion of the Development of the Application Site as evidenced by a Certificate of Practical Completion provided by the Applicant if reasonably requested by the Council and the issue of building control completion

certificates relating to the Application Site and a copy being provided by the Applicant of their architect's practical completion certificate;

Development of Application Site – proposed erection of a pair of semi-detached houses and 1 row of 4 terraced houses together with associated site works and landscaping in accordance with the Planning Permission or as varied by any reasonable requirements of the Planning Committee;

Interest - interest at 2% above the base lending rate of the Bank of England from time to time;

Intermediate Housing – means those Properties which shall be co-ownership, shared ownership or Intermediate Housing for Rent or such other product to be agreed in writing by the Council. Intermediate Housing means housing that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rents and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs

Intermediate Housing for Rent – means housing delivered by a registered housing association that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rent and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.

Parties - the Applicant, the Council;

Plan: means the plan attached at Annex 1.

Planning Agreement – means an agreement under section 76 of the Act;

Planning Application - a Planning Application for planning permission on the Application Site for a residential development comprising the proposed the demolition of the existing dwelling and the erection of a pair of semi-detached houses and 1 row of 4 terraced houses together with associated site works and landscaping and comprised in planning reference LA05/2020/0303/F;

Planning Permission - the Planning Permission granted by the Council in respect of the Planning Application;

Properties – means the individual residential units comprising 2 Affordable Units and 4 Private Housing Units to be built in accordance with the Planning Application approved by the Planning Committee on _____ and any subsequent approvals (if applicable);

Private Housing Units – means the houses excluding the Affordable Housing Units and forming part of the Development.

Working Day - any day which is not a Saturday, Sunday, bank holiday or public holiday in Northern Ireland.

INTERPRETATION

1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations, authorities, firms or other such bodies including incorporated sporting clubs and associations and all such words shall be construed interchangeable in that manner.
4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally and against each individually unless there is an express provision otherwise.
5. Any reference to an Act of Parliament or Order in Council shall include any modification, extension or re-enactment of that Act or order for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or Order or deriving validity from it.
6. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
7. Words denoting any obligation on any party to do any act, matter or thing include an obligation to procure that it be done and words placing any party under a restriction include an obligation not to permit or allow infringement of the restriction.

LEGAL BASIS

8. The Deed is made pursuant to Section 76 of the Act and is a Planning Agreement for the purposes of that section.
9. Insofar as any of the covenants contained in this Deed are not planning conditions within the meaning of the Act they are entered into freely by the Applicant and by the Council pursuant to Article 8 of The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers.
10. The Council is the local authority by which the covenants, restrictions and requirements imposed upon the Applicant under this Deed are enforceable or any successor.

11. The Parties agree that nothing in this Deed constitutes a Planning Permission or an obligation by the Council to grant Planning Permission and further agree that nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

12. The Parties agree this Deed is enforceable against the persons entering into the Deed and against any person deriving title from that person.

CONDITIONALITY

13. Except for the provisions of Clause 35 (Jurisdiction) and 36 (Delivery), which shall come into effect immediately upon the execution of this Deed, all obligations contained within this Deed shall come into effect once full Planning Permission for the Development has been granted in full for the Application Site.

14. This will bind every part of the Application Site as detailed in the Planning Permission or as later varied by any future planning application approved by the Council or as agreed with consent from the Council or as discharged or modified under Section 77 of the Act.

15. These obligations continue unless discharged or modified under Section 77 of the Act.

THE COVENANTS

16. The Applicant covenants with The Council:

(1) to observe and perform the obligations set out in the First Schedule on behalf of itself and its successors in title and all persons claiming under or through him or them and so as to bind each and every part of the Application Site;

(2) not to commence Development before the service of the Commencement Notice.

17. The Council covenants with the Applicant:

(1) to observe and perform the obligations set out in the Second Schedule on behalf of itself and its successors in function.

COUNCIL'S COSTS

18. The Applicant shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the negotiation, completion and registration of this deed.

19. The Applicant shall pay to the Council on or before the date of this deed a fee of £1500 as a contribution towards the Council's costs of monitoring the implementation of this Deed.

MISCELLANEOUS

20. This Deed is registrable as a statutory charge in accordance with Section 76 and Section 245 of the Act and shall be registered as a charge on the land by the Council who will register this within a reasonable period following the execution of this Deed.
21. Where the agreement, approval, consent or expression of satisfaction is required by the Applicant from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
22. Any notice or other communication to be given under this Deed must be in writing and must be delivered by hand or sent by pre-paid first-class post or other next Working Day delivery service.
23. Any notice or other communication to be given under this Deed must be sent to the relevant party as follows and in accordance with the provisions of Clause 20:
 - (1) to the Council at Lagan Valley Island, 1 The Island, Lisburn, BT27 4RL , marked for the attention of the Head of Service for Planning & Capital Development;
 - (2) to the Applicant at 42 Queen Street, Belfast marked for the attention of Alan Johnston or as otherwise specified by the relevant party by notice in writing to each other party.
24. Any notice or other communication given in accordance with this Deed will be deemed to have been received:
 - (1) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day.
 - (2) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.
25. On the written request of the Applicant at any time after each or all of the obligations contained in Schedule 1 have been satisfactorily performed or otherwise discharged the Council will within 14 working days issue a written confirmation of such performance or discharge under Section 77 of the Act.
26. On the written request of the Applicant at any time after each or all of the obligations contained in Schedule 1 have been satisfactorily performed or otherwise discharged of (and subject to all parties meeting their own proper costs) the Council will within 14 Working Days lodge the appropriate application to cancel all entries made in the statutory charge register in respect of this Deed and furnish a copy of this application and the discharge to the Applicant or their successors or assigns and to their nominated solicitors.

27. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or is modified by any statutory procedure or expires prior to the Commencement of Development.
28. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Application Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
29. Nothing contained in this Deed shall prejudice the discharge by the Council of their powers, duties or functions as may be conferred by statute or common law.
30. Unless otherwise specified no provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

WAIVER

31. No waiver (whether expressed or implied) by the Council or the Developers of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Developers from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

INTEREST

32. If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment calculated on a daily basis and to be compounded at monthly rests, as well as before judgment.

JURISDICTION

33. Deed is governed by and interpreted in accordance with the law of Northern Ireland.

DISPUTES

34. Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with the Deed will, except as otherwise expressly provided, be referred to the Courts of Northern Ireland for final determination and the parties agree that the courts of Northern Ireland shall have exclusive jurisdiction in respect of all matters under or in connection with this Deed.

DELIVERY

35. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

VALIDITY

36. If any clause in this Deed is found to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of the Deed.

IN WITNESS whereof the parties have executed this agreement as a Deed under seal as hereinafter appears the day and year first herein written.

PRESENT when the CORPORATE SEAL)
of the Council was affixed hereto)
in the presence of : -)

_____)
Mayor)

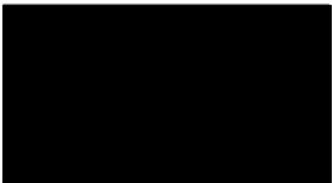
_____)
Chief Executive)

Executed as a Deed under seal by)
MAYFAIR HOMES (NI) (NO. 2) LTD)
In the presence of:-)

KIRSTY MAIRS)
.....)
Witness Name (Solicitor))

_____)
Witness signature)

KIRSTY MAIRS)
Solicitor.....)
DWF (NI) LLP)
42 QUEEN STREET)
BELFAST BT1 6HL)



Director)
GARE STEELE)

FIRST SCHEDULE

Covenants by the Applicant

The Applicant hereby covenants with the Council as follows:

- (1) To develop the Application Site in accordance with the provisions of the Planning Permission and as detailed in this Agreement, and in accordance with Covenants (2) and (3) below.
- (2) To make not less than 20% of the Properties (being 2 of the Properties) available as Affordable Housing.
- (3) Upon Completion as evidenced by the issue of the Certificate of Practical Completion, the Applicant will make the Affordable Units available as Affordable Housing. For the avoidance of doubt the timing around the completion of the Affordable Units will not have any impact on the completion of construction of or preclude any sale of a Private Housing Unit.
- (4) To give the Council written notice within a reasonable time of any change in ownership of any of its interests in the Application Site or the Properties (in accordance with any disposal contained under Article 13 of the Housing (Northern Ireland) Order 1992 such notice to give details of the transferee's full name and registered office (if a company or usual address if not), together with details of the nature and extent of the interest disposed of.

SECOND SCHEDULE

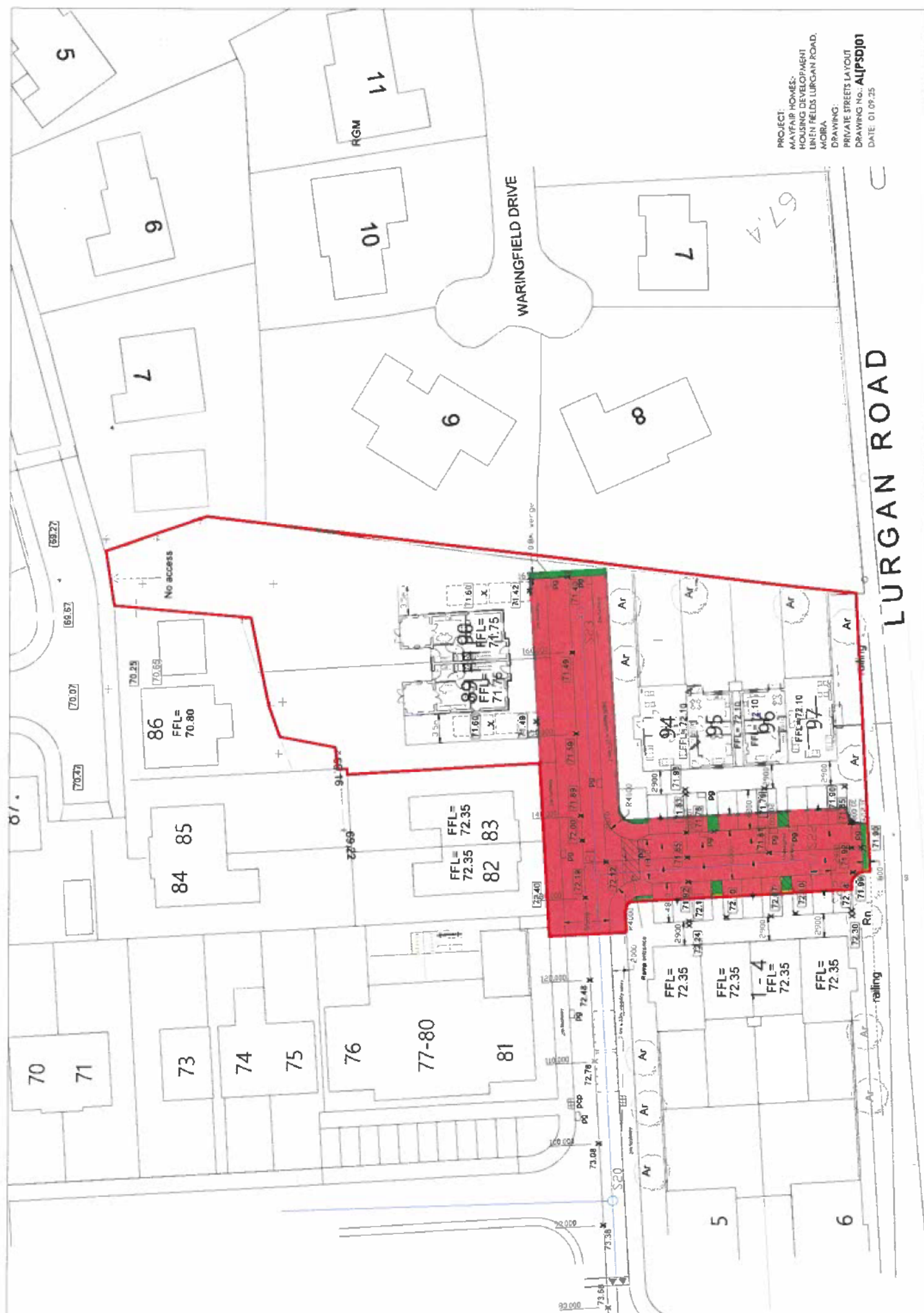
Covenants by the Council

The Council hereby covenants with the Applicant and as follows:

- (1) The Council agrees to consider and determine any matters arising out of this Deed as soon as reasonably practicable.
- (2) To vary or discharge any of the obligations under the First Schedule if so required promptly and without unreasonably withholding or delaying consent under Section 77 of the Act.

Annex 1

Map - Application Site



Annex 2
Planning Application

Form P1

Application for permission to develop land

Official Use

Application No. _____
 Fee Received £ _____
 Receipt No. _____

Please read the notes below first – for additional guidance please see the “Explanatory Notes on Applying for Planning Permission, Approval of Reserved Matters and Other Planning Consents” and “Notes on Completion of Form P1” on the Planning Portal at www.planningni.gov.uk or discuss any queries with your local planning office.

Please note that when you submit a planning application the information, including plans, maps and drawings, will appear on the Planning Register which is publicly available and, along with other associated documentation (with the exception of personal telephone numbers, email addresses or sensitive personal data), will also be published on the internet on the Public Access site (www.planningni.gov.uk/public-access-info). The Department for Infrastructure and the 11 Councils will process your information in line with the General Data Protection Regulations (GDPR) requirements. A copy of the full Privacy Statement is available at www.infrastructure-ni.gov.uk/dfi-privacy. To request a hard copy, please contact the relevant Data Protection Officer as listed in the statement.

Important: This form should **NOT** be used for the following types of application:

- Householder Application (see form PHD)
- Section 54 - Develop land without compliance with conditions (see form RVC1)
- Listed Building Consent (see form LB1)
- Conservation Area Consent (see form PCAC1)
- Advertisement Consent (see form A1)
- Certificate of Lawful Development (see forms LDC1 or LDC2)

1a. Applicant's name and address

1b. Agent's name and address (if any)

Name:	Mayfair Homes NI Ltd	Name:	McCreanor & Co. Architects
Address:	Scottish Provident Building 7 Donegal Square West	Address:	85 Plantation Road
Town:	Belfast	Town:	Craigavon
Postcode:	BT1 6JH	Postcode:	BT63 5NN
Tel:		Tel:	
		Ref. No.:	

About the Application Site

2. Give the full postal address of the site to be developed
 (outline in red on site location map and give townland if known)

32 Lurgan Road Moira and adjacent lands North West at Linen Fields, Lurgan Road, Moira

3. What is the area of the site in hectares? 0.3Ha

4. State the present use of the land / buildings (if vacant state last use and date last use ceased)

Dwelling and garden

About your Development Proposal

5. Please give details of the proposed development, including purpose for which the land / buildings are to be used. (It is vital that a full and accurate description of the proposal is provided. Give as much detail as possible including number of houses / apartments etc)

Demolition of existing dwelling and construction of a pair of semi-detached houses and 1 row of 4 terraced houses with associated site works and landscaping

6. Do the current proposals involve: (tick as appropriate)

new buildings	☒	alteration or extension of buildings	☐
change of use	☐	retention of development	☐
development without complying with conditions	☐	other operational development	☐

7. Pre-Application Discussion

Have you received any pre application advice from your local council in relation to this proposal?

Yes ☐ No ☒

If Yes please provide Reference No:

8. Major Development

Does the proposal involve a class of development listed in the Schedule of The Planning (Development Management) Regulations (Northern Ireland) 2015?

Yes ☐ No ☒

If Yes has a Proposal of Application Notice been submitted for this development?

Yes ☐ No ☐

If Yes please provide Reference No:

If a Proposal of Application Notice has been submitted, has a Pre-Application Community Consultation report been submitted along with this application?

Yes ☐ No ☐

NOTE: Failure to submit a Pre-Application Community Consultation Report with any Major development will result in your application being returned.

9. Is this a temporary permission? Yes ☐ No ☒

If yes, please state how long the permission is required for and why:

10. Please tick the appropriate box below to indicate the type of application:

- Outline permission ☐
- Full permission ☒
- Renewal* ☐
- Reserved Matters* ☐

* Please provide the reference number of the previous application and date when permission was granted

Ref. No.:

Date:

11. Are you aware of a previous application for a similar proposal on this site? No ☐ Yes ☒

If Yes, give Ref No. of previous application

12. Do the access arrangements for this development involve: (tick as appropriate)

- Use of an existing unaltered access to a public road? ☐
- Construction of a new access to a public road? ☒
- Alteration of an existing access to a public road? ☐

Is the access for: Vehicular Use ☐ Pedestrian Use ☐ Both ☒

NOTE: If you propose to construct a new access or alter an existing one you must include full drawings with your application.

13. Do you own or control any adjoining land?

Yes ☒ No ☐ If Yes, outline in blue on site location map

14. Are you aware of the existence on the application site of any wildlife protected under the Wildlife (NI) Order 1985 (as amended)? Refer to the Department of Agriculture, Environment and Rural Affairs website (www.daerani.gov.uk)

Yes ☐ No ☒ If Yes, what species?

15. Is there a public right of way within or adjoining the site of the proposed development?

Yes ☐ No ☒ If Yes, show in green on your site location map

16. What is the source of the water supply?

Mains ☒ Other ☐ If Other, please specify

17. How will the surface water be disposed of?

Existing storm drain

18. How will foul sewage be disposed with?

Mains ☒ Septic Tank ☐ Other ☐ If Other, please specify

19. Assessment of Flood Risk

Is the site within an area of known risk of flooding?

Yes ☐

No ☒

NOTE: If the site is within an area of known risk of flooding you may need to submit a Flood Risk Assessment before your application may be determined. You may wish to contact your local planning office for advice on what information may be required.

20. Does the application relate to a proposal for a dwelling for a on a farm? (tick yes or no)

Yes ☐

No ☒

If Yes, form P1C must be completed

If your application relates to Non Residential Development please complete questions 21-25, if not go to question 26

21. In the case of industrial development, give a brief description of the process, products and type of plant and machinery to be operated.

--	--

22. What is the anticipated daily water requirement? m³

23. What is the nature, volume and proposed means of disposal of any trade effluents or trade refuse?

--

24. Please detail floorspace as indicated below

Floorspace uses	Existing area (m ²)		Proposed addition or replacement (m ²)		Total	
	Gross	Net	Gross	Net	Gross	Net
Production						
Sales						
Offices						
Storage						
Ancillary uses						
Total						

25. Indicate in the grids below answers to the following

Average No. of vehicles at premises daily from	Existing	Expected increase	Total
Staff			
Visitors/Customers			
Goods			

Average No. of persons attending premises daily	Existing	Expected increase	Total
Employees			
Others Attending*			
Total			

* Others attending include visitors, customers, diners, spectators, pupils etc.

26. Council Employee / Elected Member Interest

Are you / the applicant / applicant's spouse or partner, a member of staff within the council or an elected member of the council?

Yes ☐ No ☒

Or are you / the applicant / the applicant's spouse or partner, a relative of a member of staff in the council or an elected member of the council or their spouse or partner?

Yes ☐ No ☒

If you have answered yes, please provide details (name, relationship and role):

Planning Application Certificate

27. - Fill in ONE of the following certificates as required under Section 42 of the Planning Act (Northern Ireland) 2011. This form constitutes a statement of ownership, not proof of ownership.
- If you are applying for Approval of Reserved Matters following a grant of outline permission a certificate is NOT required.

CERTIFICATE A

I hereby certify that the accompanying application is made by or on behalf of _____
(Please use BLOCK LETTERS)

Who is in actual possession of every part of the land to which the said application relates and is entitled to a fee simple absolute/a fee tail/a life estate/a tenancy of which at least 40 years remain unexpired in the land. *You must delete words which do not apply.

Signature of applicant/agent

Date

or

CERTIFICATE B

I hereby certify that the accompanying application is made by or on behalf of _____
(Please use BLOCK LETTERS)

Who is the trustee of a trust or settlement which affects every part of the land to which the accompanying application relates and that at the date of the application:

- (a) a beneficiary under the trust or settlement is in the actual possession of every part of the land; and
(b) no person other than a beneficiary under the trust or settlement is entitled to enter into the actual possession of any part of the said land within a period of 40 years.

Signature of applicant/agent

Date

or

CERTIFICATE C

I hereby certify that the §requisite notice of the accompanying application has been given by or on behalf of Mayfair Homes NI Ltd (Please use BLOCK LETTERS)

to any person, who at the beginning of the period of 21 days ending with the date of the said application was, in relation to all or any part of the land affected by the application:

- (a) a person then in actual possession;
(b) the trustee of a trust or settlement where a beneficiary under the trust or settlement was in actual possession and no person other than such a beneficiary was entitled to enter into actual possession within a period of 40 years; and
(c) a person [not being a person falling within (a) or (b)] entitled to enter into actual possession within a period of 40 years.

The persons upon whom notice was served are:

Name and Address	Interest	Date of service of notice
Madeline Beattie, John Lewis,	owners	06 April 2020
Ethel Bradley, David Taylor		
C/O Graham Ord, Tughans Solicitors		

Signature of applicant/agent

Date 06 April 2020

§ Copies of the requisite notice (Form P2A) may be obtained from your local planning office

or

CERTIFICATE D

1. I hereby certify that the person making the accompanying application:

(a) is unable to issue a certificate in accordance with either Section 42(1)(a) or (b) of the Planning Act (Northern Ireland) 2011;

(b) has made due enquiries and is of the opinion that he is unable to issue a certificate which would satisfy the requirements of Section 42(1)(c) of the said Act for the following reasons;

(c) has given the requisite notice of the application to the undermentioned persons who, at the beginning of the period of 21 days ending with the date of the said application, were in the actual possession of all or part of the land to which the application relates, namely:

Name and Address:

Date of service of notice:

2. Notice of the said application has been published in the _____ on _____ and a copy of the newspaper in which the notice appeared is enclosed.

Signature of applicant/agent _____ Date _____

§ Copies of the requisite notice (Form P2A) may be obtained from your local planning office.

WARNING: Any person who knowingly or recklessly issues this certificate containing a statement which is false or misleading is guilty of an offence and liable on summary conviction to a fine.

Statutory Neighbour Notification of Planning Application

You are not required to notify the occupiers listed below. This will be done by the Council, or as the case may be, the Department for Infrastructure.

28. Please give the address of any identified occupiers of buildings on neighbouring land. An 'identified occupier' is the occupier of premises within a 90 metre radius of the boundary of the proposed application site, provided they adjoin the application site. 'Neighbouring land' is land which directly adjoins the application site, or which would adjoin it but for an entry or road less than 20 metres in width. Where identified occupiers of a building on neighbouring land have to be notified and the building is in multiple occupation give the addresses of all occupiers.

a) Address:	7,8,9,10 Waringfield Drive	b) Address:	7,8,84,85,86,87,88 Waringfield Park
Town:	Moir	Town:	Moir
Postcode:		Postcode:	
c) Address:	25,27 Kingsfort Lodge	d) Address:	
Town:	Moir	Town:	
Postcode:		Postcode:	
e) Address:		f) Address:	
Town:		Town:	
Postcode:		Postcode:	
g) Address:		h) Address:	
Town:		Town:	
Postcode:		Postcode:	
i) Address:		j) Address:	
Town:		Town:	
Postcode:		Postcode:	

If there is not enough space please list any additional addresses on a separate sheet.

Fee Payable

29. Please read 'Planning Fees Explanatory Notes for Applicants' and submit the correct fee as set out in the scale of fees in the current Fee Regulations available on the Planning Portal (www.planningni.gov.uk).

Please give details of the fee category/ies

3.(c)(i)

I enclose a cheque / postal order no.

for the sum of £ 3568.00

Cheques or postal orders should be made payable to your relevant council, or as the case may be, the Department for Infrastructure and crossed 'Not negotiable, A/C Payee only'.

- 30.** Sections 4 and 5 of the 'Planning Fees Explanatory Notes for Applicants' provide further information on the fee exemptions/reductions that are available to applicants, **subject to certain conditions**, and the **evidence** which is required to be submitted.

Do you qualify for a reduced or nil fee? (tick as appropriate)

- ☐ The application is for the extensions / alterations to a disabled person's dwelling house to improve access, safety or comfort.
- ☐ The application is for the carrying out of works for the purpose of providing a means of access for disabled persons to a public building.
- ☐ The application relates to the provision of community facilities (including sports grounds) and playing fields and has been made by, or on behalf of, a non-profit making club, society or other organisation.
- ☐ The application is to renew planning permission where the existing approval has not yet expired and therefore a reduced fee of 25% of the normal fee applies.

If **Yes**, please provide the Ref No. of the existing approval:

Declaration

The information ***I / we** have given in this Form P1 and accompanying plans is correct and complete to the best of my knowledge and belief.

***I / We** apply for planning permission for the development described in this application and the accompanying plans.

Signature of ~~*Applicant~~/Agent _____ Date 06/04/2020&24/02/2022

* Delete as appropriate

Checklist

It is very important that you check to ensure that all of the requirements listed have been satisfied before submitting your application. Please note that failure to comply may result in your submission being returned or the processing of the application being delayed until all relevant information is submitted.

Forms

Please tick the boxes to indicate enclosures

Have all forms been completed fully, with the correct number of copies all duly signed and dated?



Have you completed the certificate of ownership section with the appropriate parts deleted? (Only one section A, B, C or D should be fully completed. If required, please refer to page 3 of "Explanatory Notes on Applying for Planning Permission, Approval of Reserved Matters and other Planning Consents")



Have you listed all of the neighbours who should be notified?



Plans/Drawings

Have you included Ordnance Survey based site location plans to scale, clearly showing the site outlined in red, ensuring that lands required for access to the public road and for the septic tank are included within the red line?



Have you submitted the required number and type of fully annotated detailed drawings to an appropriate scale?

Site Location Plan (x 4 copies)



Elevations (x 4 copies)



Site layout/Block Plan (x 4 copies)



Cross Sections (x 4 copies)



Floor Plans (x 4 copies)



Existing & Proposed Levels (x 4 copies)



Fee

Have you enclosed the correct fee?



Have you enclosed all necessary supplementary documents? (e.g. supporting information so as to avail of nil fee)



Reserved Matters

If you are applying for Reserved Matters approval following the grant of Outline permission, are all the conditions of the Outline approval met? (If not, the Reserved Matters approval cannot be sought and Full permission should be sought instead)



Fee

With most planning applications a fee is payable. It is essential that the correct fee is enclosed to avoid your application being returned. Please refer to 'Planning Fees Explanatory Notes for Applicants'.

You should note that during processing, further information and details may be requested to enable us to determine your application.

Supplementary Forms

Answer Questions (i) to (iii) below to check if you need to include supplementary forms with your planning application. If you answer 'No' go to the next Question. If you answer 'Yes' complete the appropriate supplementary form. All supplementary forms are available on the NI Planning Portal website (www.planningni.gov.uk)

If you do need supplementary forms, tick the boxes below when you've completed them.

(i) Does your proposal involve the carrying out of any quarrying/ mineral extraction?

No ☒ Yes ☐ Form P1B (2 copies) ☐

(ii) Is your proposal for a dwelling on a farm?

No ☒ Yes ☐ Form P1C (3 copies) ☐

(iii) Does your proposal relate to a creche / day nursery, or nursery / residential home?

No ☒ Yes ☐ Form P1D (2 copies) ☐

If you need any supplementary forms, fill them in **BEFORE** completing the rest of this form. Please use blue or black ink to fill in your planning application forms and complete all sections in BLOCK letters.

NOTE: For certain types of development certain additional information may be required e.g. a Transport Assessment, Flood Risk Assessment etc.

Additional Applications

When proposing to undertake a development there may be other forms of planning control to consider. Answer Questions (iv) - (vii) below to check if you need to submit an additional application. If you answer 'Yes' complete the appropriate application and submit it to the relevant local Area Planning Office, or as the case may be, the Department.

- | | | | | | | |
|-------|--|----|-------------------------------------|-----|--------------------------|---|
| (iv) | Does your proposal relate to the alteration or demolition of a listed building? | No | ☒ | Yes | ☐ | Submit an application for Listed Building Consent, using Form LB1 |
| (v) | Does your proposal relate to the demolition of a building within a Conservation Area? | No | ☒ | Yes | ☐ | You may need to submit an application for Conservation Area Consent, using Form PCAC1 |
| (vi) | Does your proposal involve the use or storage of any Hazardous Substances, which are subject to the controls set out in the Planning (Hazardous Substances) (No. 2) Regulations (Northern Ireland) 2015? | No | ☒ | Yes | ☐ | Submit an application for Hazardous Substances Consent |
| (vii) | Does your proposal involve the display of any advertisements? | No | ☒ | Yes | ☐ | You may need to submit an application for Advertisement Consent using Form A1 |

NOTE: You may also need to apply for approval under the Building Regulations, on forms available from your local Council.

**Annex 3
Commencement Notice**

TO:

Head of Service for Planning & Capital Development
Lisburn and Castlereagh City Council
Lagan Valley Island,
1 The Island,
Lisburn,
BT27 4RL

The Agreement: the section 76 Agreement dated _____ and made between Lisburn and Castlereagh City Council and Mayfair Homes (NI) (No.2) Ltd.

AND WHEREAS this is a Commencement Notice pursuant to the above mentioned section 76 Agreement confirming the Applicant's intention to commence works at the Commencement of the Development.

The Commencement of the Development is expected to take place on _____ and this Commencement Notice is served pursuant to clause 16 of the above noted section 76 Agreement pursuant to planning permission LA/05/2020/0303/F.

Signed by _____
For and on behalf
of MAYFAIR HOMES (NI) (NO.2) LTD

**Annex 4 –
Certificate of Title**



Committee:	Full Council Meeting
Date:	28 October 2025
Report from:	Chief Executive

Item for:	Decision
Subject:	Requirement to enter into a Section 76 planning agreement for planning application LA05/2023/0623/F

1.0	<u>Background</u> 1. Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to: ▪ Facilitate or restrict the development or use of land in any specified way; ▪ Require specified operations or activities to be carried out in, on, under or over land; ▪ Require the land to be used in a specified way; ▪ Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically. <u>Key Issues</u> 1. It was resolved at a meeting of the Planning Committee on 07 April 2025 to grant planning permission for thirteen dwellings (five detached and eight semi-detached) with detached garages, associated site works and pumping station. 2. The recommendation presented was subject to the developer entering into a Section 76 planning agreement to ensure that adequate provision is made for affordable housing as an integral part of the development in accordance with Policy HOU10 of the Lisburn and Castlereagh City Council Local Development Plan. 3. The Developer Covenants with the Council at the first schedule of the agreement to provide three residential units as Affordable Housing at the site. 4. It is stated in Schedule 1 that the Affordable Housing Units shall be located at sites '10, 11 and 12' as shown in the 'Proposed Site Layout and Planting Scheme Plan' at Annex 1 of the Agreement. The affordable units shall be available for occupation prior to occupation of the seventh dwelling unit permitted by the planning permission. 5. The wording of the covenants at Schedule 2 are consistent with the recommendation in the planning report (see paragraphs 97 to 100) that was agreed by the Planning Committee. 6. A copy of the Agreement is attached (see Appendix) and is also to be entered into under Article 8 of the Local Government (Miscellaneous Provisions) (Northern
-----	--

	Ireland) Order 2002 and Section 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers must also accord with the Strategic Planning Policy Statement for Northern Ireland. 7. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council, under the Council's constitution the signing of legal documents and the affixing of the corporate seal is delegated to the Chief Executive.	
2.0	<u>Recommendation</u> It is recommended that the Council consider the above and that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.	
3.0	<u>Finance and Resource Implications</u> The Developers shall pay to the Council on completion of this Deed the legal costs of the Council incurred in the negotiation, preparation and execution of this Deed. The Developers shall also pay to the Council on completion of this Deed a fee as a contribution towards the Council's costs of monitoring the implementation of this Deed.	
4.0	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to EQIA screening	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening.	

Appendices:	APPENDIX 1 – Section 76 Agreement – LA05/2023/0623/F (includes relevant site location and layout plans)
--------------------	--

Dated the day of 2025

BETWEEN

Lisburn & Castlereagh City Council

AND

Nagarrick Holdings Limited

PLANNING AGREEMENT PURSUANT TO SECTION 76 OF THE PLANNING ACT
(NI) 2011

RELATING TO:

Lands at 39a Gravelhill Road, Lisburn, BT27 SRW

THIS DEED is made on the day of 2025

BETWEEN:

Lisburn & Castlereagh City Council of Civic Centre, Lagan Valley Island, Lisburn, BT27 4RL ("**the Council**"); and

Nagarrick Holdings Limited whose registered office is at 7 Donegall Square North, Belfast, BT1 5GB ("**the Applicant**").

WHEREAS:

- A The Council is the planning authority for the purposes of the Planning Act (Northern Ireland) 2011 ("the Act") for the area in which the Application Site is situated as edged in red in the map at Annex 1 and has various planning functions under the Act and is entitled to make this Agreement by virtue of section 76 thereof.
- B. The Applicant is the registered owner of the lands comprising the Application Site being the land shown edged red on the Location Map at Annex 1 which comprises the lands in part of the Land Registry Folio numbers DN20846, DN38059, DN186837 & DN210740 County Down should on the Land Registry maps annexed hereto.
- C. The Applicant submitted a Planning Application (Annex 3) for permission and proposed to develop the Application Site for 13 dwellings (5no. detached and 8no. semi-detached) with detached garages and associated site work plus pumping station;
- D. The Application Site is located at 39a Gravelhill Road, Lisburn and within the Settlement Development Limit of Long Kesh.
- E. On the 7th April 2025 the Council's Planning Committee, having regard to the provisions of the Local Plan and to all other material considerations, resolved at its meeting to approve the planning permission on the Application Site in accordance with the Planning Permission comprised in planning reference LA05/2023/0623/F.
- F. The approved planning permission is subject to planning conditions as well as this Agreement pursuant to Section 76 of the Act to ensure that the developer fulfils his obligations with regard to the delivery of Affordable Housing in accordance with the requirements of policy HOU10 of the Lisburn and Castlereagh City Council Plan Strategy.
- G. The planning obligations insofar as they relate to Section 76 of the Act on behalf of the Council and the Applicant in this Agreement are binding upon the Site.

NOW THIS DEED is made in pursuance of Section 76 of the Act and the covenants are covenants to which that Article applies.

WITNESSES AS FOLLOWS:**DEFINITIONS**

Act - The Planning Act (Northern Ireland) 2011;

Affordable Housing - means Social Rented Housing; Intermediate Housing for Rent; or Intermediate Housing for sale, that is provided outside of the general market, for those whose needs are not met by the market. Affordable housing which is funded by Government must remain affordable or alternatively there must be provision for the public subsidy to be repaid or recycled in the provision of new affordable housing;

Affordable Housing Units - A minimum of 3 Residential Units provided for Affordable Housing within the Application Site, the proposed location for which is shown in the Proposed Site Layout and Planting Scheme plan at Annex 1.

Applicant - Nagarrick Holdings Limited;

Available for Occupation - means together the following:

- a) available for Occupation; and
- b) the issuance of a Building Regulations Completion Certificate pursuant to the Building Regulations (Northern Ireland) 2012 (as amended)

Application Site - 39a Gravelhill Road, Lisburn, BT27 SRW shown outlined in red in the Site Location map at Annex 1.

Certificate of Practical Completion - confirmation from a duly authorised architect that the developed Properties, or any part thereof, is capable of being used for the purpose for which Planning Permission was granted;

Commencement Date – the date the Commencement of Development occurs.

Commencement Notice - a notice in writing to be served upon the Council by the Applicant notifying it of the Applicant's intention to carry out Commencement of Development, a copy of which is annexed to this Agreement at Annex 4. Such notice shall include confirmation of the date upon which Commencement of Development is expected to take place and shall contain the reference number for the Planning Application and confirm the clause of this Deed pursuant to which it is being given;

Commencement of Development - shall have the meaning given in Section 63 of the Act in the carrying out in relation to the Development of any material operation save that for the purposes of this Deed none of the following operations shall constitute commencement:

- (1) Any archaeological or site investigations;
- (2) Works of excavation;
- (3) Demolition;
- (4) Site clearance;
- (5) Diversion of services and installation of services for construction purposes only;
- (6) Site or soil investigations;

- (7) Remedial action in respect of any contamination;
- (8) Interim landscaping works;
- (9) Provision of construction access; and
- (10) Noise attenuation works for the erection of hoardings and fences.

Completion - the completion of the Development of the Application Site as evidenced by a Certificate of Practical Completion provided by the Applicant if reasonably requested by the Council and the issue of building control completion certificates relating to the Application Site and a copy being provided by the Applicant of their architect's practical completion certificate;

Development - residential development comprising 13 Residential Units (5no detached and 8no semi-detached) with detached garages and associated site works plus pumping station in accordance with the Planning Permission and shown for indicative purposes on the Proposed Site Layout and Planting Scheme plan at Annex 1 or as varied by any reasonable requirements of the Planning Committee;

Default Interest Rate - interest at 2% above the base lending rate of the Bank of England from time to time;

Intermediate Housing – means those Residential Units which shall be co-ownership, shared ownership or Intermediate Housing for Rent or such other product to be agreed in writing by the Council. Intermediate Housing means housing that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rents and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.

Intermediate Housing for Rent – means housing delivered by a Registered Housing Association that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rent and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.

Intermediate Housing for Sale – means shared ownership housing provided through a Registered Housing Association (for example, the Co Ownership Housing Association) in order to help households who can afford a small mortgage, but that are not able to afford to buy a property outright. The property is split between part ownership by the householder and part social renting from the Registered Housing Association. The proportion of property ownership and renting can vary depending on householder circumstances and preferences;

Monitoring Fee – means £1,750 exclusive of VAT being the fee payable to the Council towards its reasonable and proper costs in monitoring compliance with this Deed, such figure to increase by the rate of inflation of the Consumer Price Index on an annual basis until the Commencement of Development or until the Monitoring Fee is paid (whichever is the sooner);

Occupation – the physical use of land or buildings permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out, or occupation for marketing and display, or occupation in relation to security operations and Occupy, Occupied and Occupier shall be construed accordingly.

Parties - the Applicant, the Council;

Planning Agreement - means an agreement under section 76 of the Act;

Planning Application - a Planning Application for planning permission on the Application Site for a proposed housing development consisting of 13 dwellings (5no detached and 8no semi-detached) with detached garages and associated site work plus pumping station. Existing dwelling No. 39a Gravelhill Road to be demolished under planning reference LA05/2023/0623/F.

Planning Permission - the Planning Permission to be granted by the Council in respect of the Planning Application;

Property - The 13 Residential Units to be developed at the Application Site in accordance with the Planning Permission and shown for indicative purposes on the Proposed Site Layout and Planting Scheme plan at Annex 1.

Residential Unit(s) - a building or part of a building constructed pursuant to the Planning Permission intended for use as a separate dwelling in the occupation of one household and which shall include, without prejudice to the generality for the foregoing, an apartment, a maisonette, a semi-detached dwelling, a town house or terrace property or a detached dwelling house.

Sale - the sale, assignment, or disposition of the Application Site, or any of the Residential Units;

Social Rented Housing – those Residential Units to be provided at an affordable rent by a Registered Housing Association made available to households in housing need and offered in accordance with the common selection scheme administered by NIHE which prioritises households living in unsuitable or insecure accommodation.

Working Day - any day which is not a Saturday, Sunday, bank holiday or public holiday in Northern Ireland.

INTERPRETATION

1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
3. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

4. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
5. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations, authorities, firms or other such bodies including incorporated sporting clubs and associations and all such words shall be construed interchangeable in that manner.
6. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally and against each individually unless there is an express provision otherwise.
7. Any reference to a statute or statutory provision shall include any modification, extension or re-enactment of that statute or statutory provision from time to time and shall include any subordinate legislation made from time to time under that statute or statutory provision or deriving validity from it.
8. A reference to **writing** or **written** excludes faxes and e-mail.
9. A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
10. References to clauses and Schedules are to the clauses and Schedules of this deed.
11. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
12. Words denoting any obligation on any party to do any act, matter or thing include an obligation to procure that it be done and words placing any party under a restriction include an obligation not to permit or allow infringement of the restriction.
13. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
14. Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

LEGAL BASIS

15. The Deed is made pursuant to Section 76 of the Act and shall be deemed to be planning obligations in respect of the Application Site for the purposes of that section but without prejudice to all and any other means of enforcing them at law or in equity or by statute.
16. Insofar as any of the covenants, restrictions or obligations contained in this Deed are not planning conditions within the meaning of the Act they are entered into

freely by the Applicant and by the Council pursuant to Article 8 of The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers with the intention that they bind the interests held by those persons in the Property, and their successors and assigns.

17. The Council is the local authority by which the covenants, restrictions and requirements imposed upon the Applicant under this Deed are enforceable or any successor in title or assigns.
18. The Parties agree that nothing in this Deed constitutes a Planning Permission or an obligation by the Council to grant Planning Permission and further agree that

nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

19. The Parties agree that the covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of the Act and are entered into by the Parties and are enforceable against the persons entering into the Deed and against any person deriving title from that person in accordance with section 76 of the Act.
20. No person will be liable for any breach of this Agreement unless they hold an interest in that part of the Application Site in respect of which such breach occurs or hold such an interest at the date of the breach provided that the person shall remain liable for any antecedent breach.

CONDITIONALITY

21. Except for the provisions of Clause 48 (Jurisdiction) and 49 (Delivery), all obligations contained within this Deed shall come into effect once this Agreement is executed. This Agreement is conditional upon the grant and issue of the Planning Permission and the Commencement of Development.
22. The obligations under this Agreement are inextricably linked to the obligations under the Planning Permission granted.
23. These obligations continue unless discharged or modified under Section 77 of the Act.

THE COVENANTS

24. The Applicant covenants with The Council:

- (1) to observe and perform the obligations set out in the First Schedule on behalf of itself and its successors in title and all persons claiming under or through him or them and so as to bind each and every part of the Application Site;
- (2) not to commence Development before the service of the Commencement Notice.

25. The Council covenants with the Applicant:

- (1) to observe and perform the obligations set out in the Second Schedule on behalf of itself and its successors in title.

COSTS

26. The Applicant shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with advice to the Council relating to this deed and the drafting, preparation, negotiation, completion and registration of this deed.

MISCELLANEOUS

27. This Deed is registrable as a statutory charge and shall be registered as a statutory charge in the statutory charges register by the Council in accordance with Section 76 and Section 245 of the Act within a reasonable period following the execution of this Deed.
28. Where the agreement, approval, consent or expression of satisfaction is required by the Applicant from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
29. Any notice or other communication to be given under this Deed must be in writing and must be delivered by hand or sent by pre-paid first-class post or other next Working Day delivery service.
30. Any notice or other communication to be given under this Deed must be sent to the relevant party as follows and in accordance with the provisions of Clause 29:
- (1) to the Council at Civic Centre, Lagan Valley Island, Lisburn BT27 4RL marked for the attention of the Head of Planning and Capital Development; and
 - (2) to the Applicant c/o Paul Skelly of 9 Drumview Road, Lisburn, BT27 6YF
- or as otherwise specified by the relevant party by notice in writing to each other party.
31. Any notice or other communication given in accordance with this Deed will be deemed to have been received:
- (1) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day.
 - (2) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.
32. On the written request of the Applicant at any time after each or all of the obligations contained in Schedule 1 have been satisfactorily performed or otherwise discharged of (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will lodge the appropriate application to cancel all entries made in the statutory charge register in respect of this Deed and furnish a copy of this application and the discharge to the Applicant or their successors or assigns and to their nominated solicitors.
33. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or is modified by any statutory procedure or expires prior to the

Commencement of Development. The obligations in this Deed shall cease to have effect if before the Commencement of Development, the Planning Permission is quashed following a successful legal challenge (including on foot of an application for judicial review pursuant to Order 53 of The Rules of the Court of Judicature (NI) 1980).

34. No person shall be liable for any breach of any of a covenant, restriction or obligation or other provisions of this Deed after it shall have parted with its entire interest in the Application Site to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
35. Nothing contained in this Deed shall prejudice the discharge by the Council of their powers, duties or functions as may be conferred by statute or common law.
36. Unless otherwise specified no provisions of this Deed shall be enforceable under the
Contracts (Rights of Third Parties) Act 1999.
37. This Agreement and the Schedules to it shall constitute the entire Agreement and understanding between the parties with respect to all matters which are referred to in it and the subject matter of it and shall supersede any previous Agreement(s), prior drafts, undertakings, representations, warranties and arrangements of any nature whatsoever whether or not in writing between the parties in relation to the matters referred to in this Agreement or in connection with the subject matter of it.
38. Each of the parties acknowledges and agrees that it has not been induced to enter into this Agreement in reliance upon, and has not given, any warranty, representation, statement, Agreement or undertaking of any nature whatsoever other than as expressly set out in this Agreement.
39. Nothing in this Agreement shall operate to exclude or limit any liability for fraud.
40. The Developer warrants to the Council that they have not leased mortgaged charged or otherwise created any interest in the Application Site at the date of this Agreement.
41. This Agreement is a deed.

WAIVER

42. No failure or delay by the Council to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

FUTURE PERMISSIONS

43. This deed, to the extent outlined in the First Schedule restricts the use of the Property pursuant to the Planning Permission in accordance with Section 76 of the Planning Act unless otherwise

agreed by amendment to this deed in accordance with the Planning Act.

44. Nothing in this deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (except for the Planning Permission or any modification, variation or amendment thereof pursuant to section 54 of the Planning Act which shall be so bound) granted after the date of the Planning Permission.

INTEREST

45. If any sum or amount has not been paid to the Council by the date it is due under this Deed, the Applicant shall pay to the Council Interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

OWNERSHIP

46. The Developer warrants that no person other than the Developer has any legal or equitable interest in the Property.

NO FETTER OF DISCRETION

47. Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities. In particular, nothing in this deed shall fetter the powers of the Council under the Planning Act relating to its determination of any planning application lodged in the future relating to the Property.

JURISDICTION

48. Each party irrevocably agrees that the Courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) and that it is governed in accordance with the law of Northern Ireland.

DELIVERY

49. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

VALIDITY

50. If any clause in this Deed is found to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of the Deed.

IN WITNESS whereof the parties have executed this agreement as a Deed under seal as hereinafter appears the day and year first herein written.

PRESENT when the CORPORATE SEAL)
of the Council was affixed hereto)
in the presence of: -)
)
)
)
_____)
Mayor)
)
)
)
_____)
Chief Executive)
)

EXECUTED as a **DEED** by
Paul Skelly
acting by a director
in the presence of:

Signature of Director

PAUL SKELLY.

Name of Director (in BLOCK
CAPITALS)

Signature of Witness

Name of Witness (in BLOCK
CAPITALS)

Occupation of Witness

Address of Witness

Jane Watson, Solicitor

W.G. Maginess & Son Solicitors

68 Bow Street, Lisburn, BT28 1AL

FIRST SCHEDULE

Covenants by the Applicant

The Applicant hereby covenants with the Council as follows:

- (1) To develop the Application Site in accordance with the provisions of the Planning Permission.
- (2) To comply with the obligations imposed on the Application Site by the Council in respect of the Council's obligation for the delivery of Affordable Housing in accordance with the requirements of policy HOU10 of the Plan Strategy namely:
 - (a) to construct a total of 3 Affordable Housing Units, said units to be constructed and made Available for Occupation before the 7th Residential Unit on the Application Site is Available for Occupation.
 - (b) The Residential Units 10, 11 & 12 shall be provided as the Affordable Housing Units as shown in the Proposed Site Layout and Planting Scheme map in Annex 1.
- (3) On the completion of this Deed, to pay the Council's reasonable legal costs in the preparation, negotiation and completion of this deed.
- (4) On the completion of this Deed, the Developer shall pay to the Council the Monitoring Fee.
- (5) To give the Council written notice within 14 working days of any of the following:
 - (a) The Commencement of Development;
 - (b) The Occupation Date of each of the Affordable Housing Units at the Application Site;
 - (c) Completion of the Development and to provide the Council with a Certificate of Practical Completion in respect of the Affordable Housing at the Application Site; and
 - (d) any change in ownership of any of its interests in the Application Site or the Property (in accordance with any disposal contained under Article 13 of the Housing (Northern Ireland) Order 1992 such notice to give details of the transferee's full name and registered office (if a company or usual address if not), together with details of the nature and extent of the interest disposed of.

SECOND SCHEDULE

Covenants by the Council

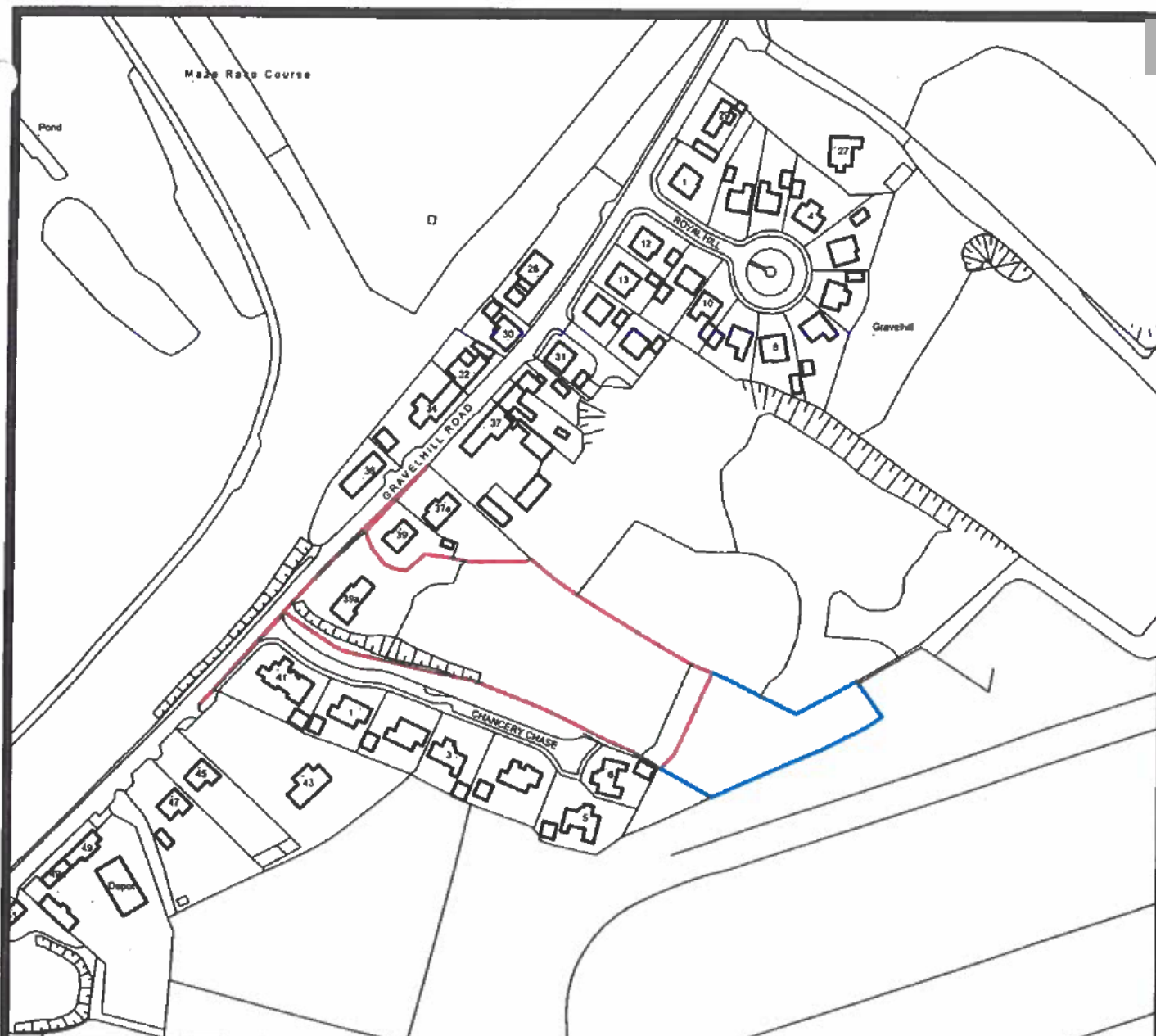
The Council hereby covenants with the Applicant and as follows:

- (1) The Council agrees to consider and determine any matters arising out of this Deed as soon as reasonably practicable.
- (2) To vary or discharge any of the obligations under the First Schedule if so required promptly and without unreasonably withholding or delaying consent under Section 77 of the Act.

Annex 1

Location Map & Proposed Site

Layout and Planting Scheme Map



TITLE

LOCATION MAP

PROJECT

PROPOSED HOUSING DEVELOPMENT

LOCATION

LANDS at 39a GRAVELHILL ROAD, LISBURN

CLIENT

H.N.A. DEVELOPMENTS LTD

SCALE

1:2500

DATE

July 2023

DRAWING NUMBER

879-01



P. S. DetJll.gll1l

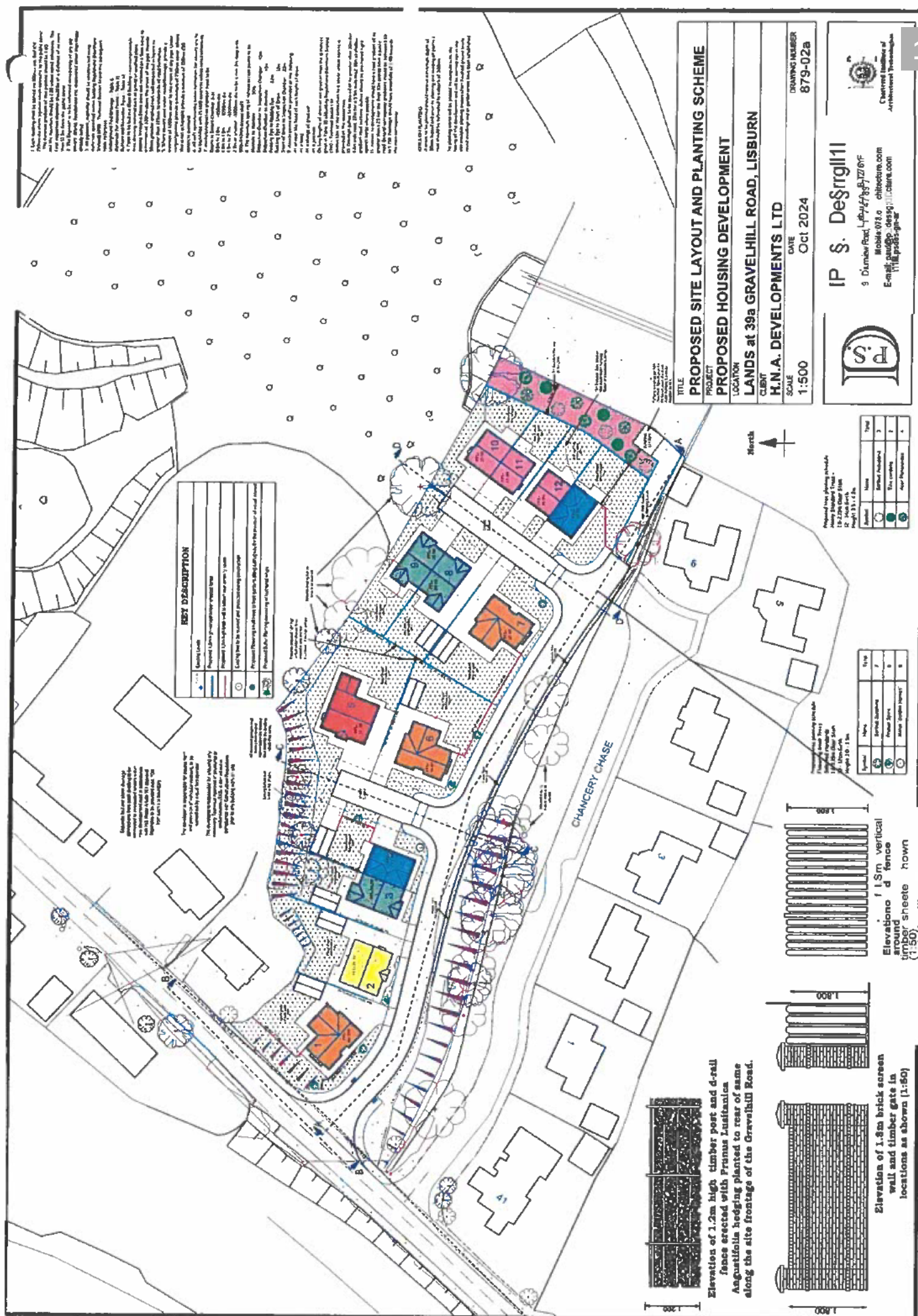
9 Drumview Road, Lisburn, BT27 6YF

Mobile: 07801 747897

E-mail: paul@psdesign-architecture.com

www.psdgign-architecture.com

Chartered Institute of
Architectural Technologists



Annex 2

Certificate of Title - Site

Address of Property- 39a Gravelhill Road, Lisburn comprised in Folios DN20846, DN38059, DN186837 & DN210740 County Down.

Annex3

Planning Application

Annex4 **Commencement Notice**

TO:
Lisburn & Castlereagh City Council

The Agreement: the section 76 Agreement dated _____ and made between Lisburn and Castlereagh City Council & Nagarrick Holdings Limited

AND WHEREAS this is a Commencement Notice pursuant to the above mentioned section 76 Agreement confirming the Applicant's intention to commence works at the Commencement of the Development.

The Commencement of the Development is expected to take place on _____ and the Commencement Notice is served pursuant to clause 17 of the above noted section 76 Agreement pursuant to planning permission

Signed by _____
For and on behalf
of

Receipt acknowledged _____
For and on behalf of
Lisburn & Castlereagh City Council

Committee:	Full Council Meeting
Date:	28 October 2025
Report from:	Chief Executive

Item for:	Decision
Subject:	Requirement to enter into a Section 76 planning agreement for planning application LA05/2023/0900/F

1.0	<u>Background</u> 1. Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to: ▪ Facilitate or restrict the development or use of land in any specified way; ▪ Require specified operations or activities to be carried out in, on, under or over land; ▪ Require the land to be used in a specified way; ▪ Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically. <u>Key Issues</u> 1. It was resolved at a meeting of the Planning Committee on 04 August 2025 to grant planning permission for six detached and two semi-detached properties in lieu of three apartment blocks formerly approved under existing permission LA05/2020/0593/F on lands directly adjacent to 1-60 Moira Gate, Moira. 2. The recommendation presented was subject to the developer entering into a Section 76 planning agreement to ensure that adequate provision is made for affordable housing as an integral part of the development in accordance with Policy HOU10 of the Lisburn and Castlereagh City Council Local Development Plan. 3. The Developer Covenants with the Council at the second schedule of the agreement to provide two residential units as Affordable Housing at the site. 4. It is stated in Schedule 2 that the Affordable Housing Units shall be located at sites “64” and “65” as shown in Plan 2 in Schedule 1 of the Agreement. The affordable units shall be available for occupation prior to occupation of the fourth dwelling unit permitted by the planning permission. 5. The wording of the covenants at Schedule 2 are consistent with the recommendation in the planning report (see paragraphs 93 to 95) that was agreed by the Planning Committee. 6. A copy of the Agreement is attached (see Appendix) and is also to be entered into under Article 8 of the Local Government (Miscellaneous Provisions) (Northern
-----	--

	Ireland) Order 2002 and Section 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers must also accord with the Strategic Planning Policy Statement for Northern Ireland. 7. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council, under the Council's constitution the signing of legal documents and the affixing of the corporate seal is delegated to the Chief Executive.	
2.0	<u>Recommendation</u> It is recommended that the Council consider the above and that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.	
3.0	<u>Finance and Resource Implications</u> The Developers shall pay to the Council on completion of this Deed the legal costs of the Council incurred in the negotiation, preparation and execution of this Deed. The Developers shall also pay to the Council on completion of this Deed a fee as a contribution towards the Council's costs of monitoring the implementation of this Deed.	
4.0	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to EQIA screening	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening.	

Appendices:	APPENDIX 1 – Section 76 Agreement – LA05/2023/09000/F APPENDIX 2 – Site Location Map APPENDIX 3 – Site Layout
--------------------	---

Agreement

under Section 76 of the Planning Act
(Northern Ireland) 2011

relating to lands directly adjacent to
Nos. 1-60 Moira Gate, Moira BT67
ODA

- (1) Lisburn and Castlereagh City Council
- (2) Topco Moira Ltd

Planning Application LA05/2023/0900/F

Dated 2025

Contents

Clauses

1 Definitions and interpretation 3

2 Background..... 7

3 Conditionality 8

4 Statutory provisions and covenants..... 8

5 Developer Obligations 8

6 Council Obligations 9

7 Notices 9

8 Waiver 10

9 Miscellaneous 10

10 Statutory Charge..... 11

11 Third Parties..... 11

12 Jurisdiction..... 11

13 Delivery..... 11

14 Arbitration..... 11

Schedules

1 The Application Site

2 The Developer’s Obligations

3 The Council’s Obligations

This agreement is made the _____ day of _____ 2025

Between:

- (1) **Lisburn and Castlereagh City Council** of Civic Headquarters, Lagan Valley Island, Lisburn, County Antrim, BT27 4RL (the “**Council**”)
- (2) **Topco Moira Limited** whose registered office is situate at 42 Queen Street, C/O Hnh, Belfast, Northern Ireland, BT1 6HL(Company registration Number NI660520) (the “**Landowner and Developer**”)

Recitals

- A. The Council is the local planning authority for the purposes of the Planning Act (Northern Ireland) 2011 for the area in which the Development is situated and has various planning functions under the Act and is entitled to make this Agreement by virtue of section 76 thereof.
- B. The existence of this Agreement is a material consideration in the determination by the Council of the Planning Application
- C. The Landowner is the owner of the Application Site registered at Land Registry of Northern Ireland with the class of title as noted below:
 - (i) 30205 County Down – absolute freehold
 - (ii) 30392 County Down – absolute freehold
 - (iii) 30396 County Down – absolute freehold
 - (iv) 30633 County Down – absolute freehold
 - (v) DN149239 County Down – absolute freehold
 - (vi) 34669 County Down – absolute freehold
- D. The Landowner intends to develop the Application Site under the Planning Application.
- E. It is intended by the parties hereto that by the making of this Agreement the Application Site will be subject to the obligations herein contained and those obligations shall be enforceable by the Council.
- F. The Council is willing to grant the Planning Permission pursuant to the Planning Application subject to the parties entering into this agreement to make provision for and secure the matters set out below.

It is agreed as follows:

1 Definitions and interpretation

- 1.1 In this agreement, unless the context otherwise requires, the following words have the following meanings:

Act	The Planning Act (Northern Ireland) 2011 or any re-enactment or modification of it for the time being in
------------	--

force

Affordable Housing

means housing that is provided outside of the general market for those whose needs are not met by the market. Affordable housing which is funded by Government must remain affordable or alternatively there must be provision for the public subsidy to be repaid or recycled in the provision of new affordable housing and includes any of:

- 1 Social Rented Housing;
- 2 Intermediate Housing for sale; or
- 3 Intermediate Housing for Rent.

Affordable Housing Units

A minimum of 2 Dwelling Units to be provided for Affordable Housing within the Application Site comprising Intermediate Housing for sale, the proposed location for which is shown in Plan 2 as units labelled "64" and "65"

Application Site

means the area shown outlined in red on Plan 1

Available for Occupation

means together the following:

- a) available for Occupation; and
- b) the issuance of a Building Regulations Completion Certificate pursuant to the Building Regulations (Northern Ireland) 2012 (as amended)

Certificate of Practical Completion

confirmation from a duly authorised architect that the developed Dwelling Units, or any part thereof, is capable of being used for the purpose for which Planning Permission was granted;

Commencement of Development

The carrying out of any material operation in relation to the Development as defined by section 63(2) of the Planning Act but disregarding for the purposes of this Agreement and for no other purpose, the following operations; site clearance; excavation works; ground investigations; site or soil investigations; remedial action in respect of any contamination; temporary access construction works; diversion of services and installation of services for construction purposes only; archaeological investigation; interim landscaping; erection of any fences and hoardings around the Development; noise attenuation works for the erection of hoardings and fences; and the relocation of any NIE

	substation and any works associated exclusively with the same
Consumer Price Index	the Consumer Price Index of the United Kingdom as published by the Office for National Statistics
Completion	the completion of the Development of the Application Site as evidenced by a Certificate of Practical Completion provided by the Landowner if reasonably requested by the Council and the issue of building control completion certificates relating to the Application Site and a copy being provided by the Landowner of their architect's practical completion certificate;
Development	Erection of residential development comprising 8. Dwelling Units with associated and ancillary site works as approved by the Planning Permission and shown for indicative purposes on Plan 2
Dwelling Unit	a building or part of a building constructed on any part of the Application Site pursuant to the Planning Permission, any reserved matters approval or full permission as the case may be intended for use as a separate dwelling in the occupation of one household and which shall include, without prejudice to the generality of the foregoing, an apartment, a maisonette, a semi-detached dwelling, a town house or terrace property and a detached property
Intermediate Housing	means those Dwelling Units which shall be co-ownership, shared ownership or Intermediate Housing for Rent or such other product to be agreed in writing by the Council. Intermediate Housing means housing that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rents and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.
Intermediate Housing for Rent	means housing delivered by a registered housing association that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rent and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.
Monitoring Fee	means £1500being the fee payable to the Council towards its reasonable and proper costs in monitoring compliance with this Deed, such figure to increase by the rate of inflation of the Consumer Price Index on an

annual basis until the Commencement of Development or until the Monitoring Fee is paid (whichever is the sooner);

Northern Ireland Housing Executive

a housing executive in Northern Ireland located at The Housing Centre, 2 Adelaide Street, Belfast, BT2 8PB

Occupation

Actual occupation of the Development permitted by the Planning Permission once construction has been completed, but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or display, or occupation in relation to security operations; and **“Occupied”, “Occupier” and “Occupy”** shall be construed accordingly

Plan 1

The plan at Schedule 1 titled “Site Location Plan - Phase 3”

Plan 2

The plan at Schedule 1 titled “Proposed Site Plan – Phase 3”

Planning Application

The application made by the Developer to the Council for full planning permission to develop the Application Site under reference number LA05/2023/0900/F for “Application for amendments to an extant permission. Proposal comprises 6 no. detached and 2 no. semi-detached properties in lieu of 3 no. apartment blocks formerly approved under existing permission LA05/2020/0593/F”

Planning Permission

the Planning Permission to be granted pursuant to the Planning Application

Property

The 8 Dwelling Units to be developed at the Application site in accordance with the Planning Permission and shown for indicative purposes on Plan 2

Social Rented Housing

those Dwelling Units to be provided at an affordable rent by a registered housing association made available to households in housing need and offered in accordance with the common selection scheme administered by the Northern Ireland Housing Executive which prioritises households living in unsuitable or insecure accommodation.

1.2 In this agreement, unless the context otherwise requires:

1.2.1 any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended at the relevant time;

- 1.2.2 unless context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or provision;
- 1.2.3 any reference to a person shall be construed as a reference to any natural person, firm, company, corporation, corporate body whoever and however incorporated or established, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.4 any reference to the singular shall include the plural and vice versa;
- 1.2.5 any reference to the masculine gender shall include the feminine and neuter and vice versa;
- 1.2.6 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this agreement;
- 1.2.7 where any party comprises two or more persons, any obligations of that party in, under or arising from this agreement is undertaken by or binding upon such two or more persons jointly and severally;
- 1.2.8 references to any party to this agreement includes its personal representatives, successors-in-title and to any deriving title to or under that party and permitted assignees and in the case of any local authority shall also include any successor in function;
- 1.2.9 references to numbered clauses, schedules or paragraphs are references to the relevant clauses or schedules in this agreement or the relevant paragraph of this agreement respectively;
- 1.2.10 where in this agreement any approval or consent or a certificate is required to be given by the Council then such approval or consent shall unless otherwise stated be given by such officer as the Council shall from time to time notify in writing to the Developer;
- 1.2.11 where the consent approval or agreement of any party to this agreement is required for any purpose under or in connection with its terms it shall be made in writing and any such consent approval or agreement shall not be unreasonably withheld or delayed;
- 1.2.12 all payments in accordance with the terms of this agreement shall be exclusive of any VAT payable in respect of it.

2 Background

- 2.1 The Council is a Relevant Authority as defined in the Act and a Local Planning Authority for the purposes of planning obligations imposed pursuant to the provisions of Section 76 of the Act.
- 2.2 The Landowner is the owner of the Application Site registered at Land Registry of Northern Ireland with the class of title as noted below:
 - (i) 30205 County Down – absolute freehold
 - (ii) 30392 County Down – absolute freehold
 - (iii) 30396 County Down – absolute freehold
 - (iv) 30633 County Down – absolute freehold
 - (v) DN149239 County Down – absolute freehold

- (vi) 34669 County Down – absolute freehold
- 2.3 The Planning Application has been submitted to the Council for Planning Permission for the development of the Application Site as described in the Planning Application.
- 2.4 The Council is willing to grant the Planning Permission pursuant to the Planning Application subject to the parties entering into this agreement to make provision for and secure the matters set out below.

3 Conditionality

With the exception of clauses 12 (Jurisdiction) and 13 (Delivery), which shall come into effect immediately, this agreement is conditional upon the grant and issue of the Planning Permission and the Commencement of Development.

4 Statutory provisions and covenants

- 4.1 This agreement is entered into pursuant to the provisions of section 76 of the Act and shall be deemed to be planning obligations in respect of the Application Site for the purposes of that section but without prejudice to all and any other means of enforcing them at law or in equity or by statute.
- 4.2 The covenants and obligations created by this agreement are planning obligations for the purposes of Section 76 of the Act and any other enabling powers and are enforceable by the Council as the Relevant Authority under the Act.
- 4.3 Insofar as any of the covenants in this deed are not planning obligations within the meaning of the Act they are entered into freely by the Landowner and Developer and by the Council by virtue of Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers
- 4.4 The expressions “the Council”, “the Landowner” and “the Developer” shall include their successors in title and assigns.
- 4.5 This agreement shall cease to have effect in respect of any then outstanding obligations in the event that the Planning Permission is revoked, expires, is modified without the Landowner or Developer’s consent or is quashed following successful legal challenge, or the Application Site is subject to a new planning permission which results in the Application Site being approved for a use other than that stated in the Planning Permission.
- 4.6 Nothing in this agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission or lawful development rights (other than one relating to the Development as specified in the Planning Application) after the date of this agreement.
- 4.7 No person will be liable for any breach of this agreement unless they hold an interest in that part of the Application Site in respect of which such breach occurs or hold such an interest at the date of the breach provided that the person shall remain liable for any antecedent breach.

5 Landowner Obligations

5.1 The Landowner covenants with the Council as follows:

- 5.1.1 To comply with, undertake and perform the covenants, obligations and restrictions in Schedule 2 of this agreement on behalf of itself and its successors in title and all persons claiming through or under it so as to bind each and every part of the Application Site and the Development.

6 Council Obligations

6.1 The Council covenants with the Landowner and Developer as follows:

- 6.1.1 To grant the Planning Permission as soon as is practicable.
- 6.1.2 To comply with, undertake and perform the covenants, obligations and restrictions in Schedule 3 of this agreement.

7 Notices

- 7.1 Any notice or consent required or permitted under this agreement shall be in writing and shall be sent by first class registered post or hand delivery.
- 7.2 There shall be no right to serve notices or consents by email but if a party chooses to do so and the other party agrees email may be used.
- 7.3 Unless otherwise notified by one party to the other in writing from time to time, for the purposes of this clause the parties' contact details are as follows:
 - 7.3.1 Council:
 - (i) Addressed to: Head of Service for Planning and Capital Development
 - (ii) Address: Civic Headquarters, Lagan Valley Island, Lisburn, BT27 4RL
 - (iii) Telephone: 02892447570
 - 7.3.2 Landowner:
 - (i) Addressed to: Topco Moira Ltd
 - (ii) Address: 42 Queen Street, C/O Hnh, Belfast, Northern Ireland, BT1 6HL
 - (iii) Telephone: 028 9527 7981
- 7.4 Subject to Clause 7.5 below any such notice, consent or other document shall be deemed to have been duly received:
 - 7.4.1 if despatched by first class, registered post – 48 hours from the time of posting to the relevant party (excluding the period from 5pm on a Friday to 8am on a Monday); or
 - 7.4.2 if despatched by hand delivery – at the time of actual delivery; or
 - 7.4.3 if despatched by email – 24 hours after the time of the despatch (excluding the period from 5pm on a Friday to 8am on a Monday).

- 7.5 In proving service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted (subject to clause 7.3) to the addresses specified in clause 8.3 of this agreement. In proving service by email it shall be sufficient to prove that it was properly addressed and dispatched to the numbers or address specified in clause 8.3.
- 7.6 A party shall not attempt to prevent or delay the service on it of a notice under this agreement.

8 Waiver

- 8.1 No delay or failure on the part of any party in enforcing any provision in this agreement shall be deemed to be a waiver or create a precedent or in any way prejudice any party's rights under this agreement.
- 8.2 The rights and remedies provided in this agreement are cumulative and are additional to any rights or remedies provided by law.

9 Miscellaneous

- 9.1 If any party defaults in the payment when due of any sum payable under this agreement (whether pursuant to a court order or otherwise) the liability of that party in default shall be increased to include interest on such sum from the date when such payment was due until the date of actual payment at a rate of 2% above the base rate from time to time of Bank of England such interest shall accrue from day to day and shall be compounded annually.
- 9.2 Nothing in this agreement fetters or restricts the exercise by the Council of any of its powers as Local Planning Authority including, without limitation, the right of the Council to seek injunctive relief, as per paragraph 12 and/or paragraph 14.. For the avoidance of doubt, in the event of any conflict between this clause and the Arbitration clause at paragraph 14 this clause shall prevail.
- 9.3 This agreement and the Schedules to it shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to in it and the subject matter of it and shall supersede any previous agreement(s), prior drafts, undertakings, representations, warranties and arrangements of any nature whatsoever whether or not in writing between the parties in relation to the matters referred to in this agreement or in connection with the subject matter of it.
- 9.4 Each of the parties acknowledges and agrees that it has not been induced to enter into this agreement in reliance upon, and has not given, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this agreement.
- 9.5 Nothing in this agreement shall operate to exclude or limit any liability for fraud.
- 9.6 If any provision in this agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of it shall not in any way be deemed to be affected or impaired.
- 9.7 The Developer warrants to the Council that they have not leased mortgaged charged or otherwise created any interest in the Application Site at the date of this agreement.
- 9.8 This agreement is a deed.

10 Statutory Charge

- 10.1 This deed is registrable as a statutory charge in accordance with section 76 and section 245 of the Act and shall be registered as a charge on the Statutory Charges Register by the Council. The parties consent to the registration of this deed as a statutory charge on titles numbered, 30205, 30392, 30633, DN149239, 30396 and 34669 County Down
- 10.2 Following the satisfactory performance and satisfaction of the obligations contained in the Second Schedule to this deed the Council shall, upon written request from the Developer, provide written confirmation of the discharge of those obligations and effect the cancellation of all entries made in the statutory charges register in respect of this deed.

11 Third parties

Each party declares and confirms that with the exception of any person who becomes an Owner, Developer, Lessee, or Mortgagee of the Application Site no term of this agreement is enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.

12 Jurisdiction

Each party irrevocably agrees that the Courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) and that it is governed in accordance with the law of Northern Ireland.

13 Delivery

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

14 Disputes

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with the Deed will, except as otherwise expressly provided, be referred to the Courts of Northern Ireland for final determination and the parties agree that the courts of Northern Ireland shall have exclusive jurisdiction in respect of all matters under or in connection with this Deed.

In witness this deed has been executed and delivered on the date appearing at the top of page 1.

The Corporate Seal of)
Lisburn and Castlereagh City Council) Mayor
was affixed to this deed (which is)
not delivered until dated))
in the presence of:

Chief Executive

Executed as a deed by
Topco Moira Ltd

Acting by a Director

(which is not delivered until
dated)
in the presence of

Director

Witness signature:

Name:

Address:

Occupation:

Schedule 1

Application Site Location - Plan 1

Proposed Site Layout Plan – Plan 2

Schedule 2

The Landowner and Developer's Obligations

The Landowner and Developer each covenant to comply with and perform the following;

1 Affordable Housing

- 1.1 A total of 2 Dwelling Units in the Development shall be Affordable Housing Units in accordance with Policy HOU10 of the Lisburn & Castlereagh City Council Local Development Plan 2032 Plan Strategy.
- 1.2 The Affordable Housing Units shall be located as units labelled "64" and "65" as shown in Plan 2 in Schedule 1.
- 1.3 Prior to Occupation of the 4th Dwelling Unit permitted by the Planning Permission a minimum of 2 Affordable Housing Units shall be Available for Occupation.

2 Costs

- 2.1 On the completion of this Deed, to pay the Council's reasonable legal costs in the preparation, negotiation and completion of this deed, subject to clause 9.1.
- 2.2 On the completion of this Deed, to pay to the Council the Monitoring Fee.

3. Notification

- 3.1 To notify the Council in writing within 14 working days of any of the following:
 - a. The Commencement of Development;
 - b. First Occupation of the Development;
 - c. Completion of the Development; and
 - d. any disposal of its interest in the Application Site and of the name and address of the new owner

Schedule 3

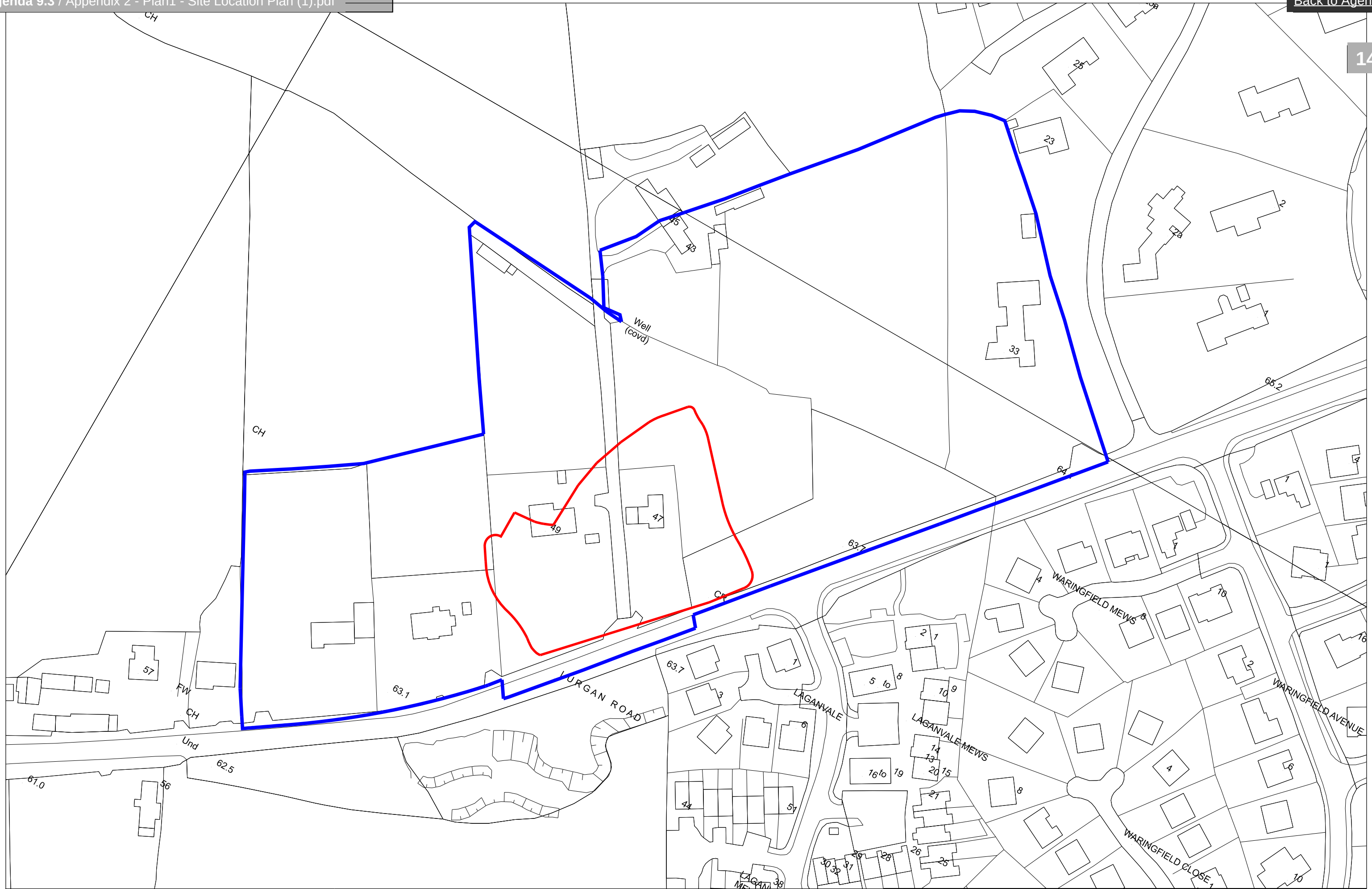
The Council's Obligations

The Council covenants to comply with and perform the following;

1. Assistance

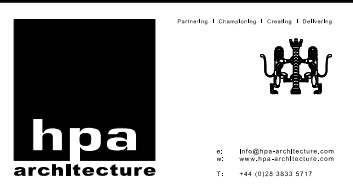
The Council agrees to consider and determine the approval of the Affordable Housing Planning Permission as soon as reasonably practicable.

Annex
Land Registry Maps and Folios



GENERAL: DO NOT SCALE DRAWING. USE FIGURED DIMENSIONS ONLY. ALL DIMENSIONS TO BE VERIFIED ON SITE. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT DESIGN TEAM DRAWINGS AND SPECIFICATIONS. CONTRACTOR TO INFORM ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES BETWEEN DRAWINGS. THIS DRAWING IS THE PROPERTY OF IIPA LTD, AND MUST NOT BE ALTERED OR REPRODUCED WITHOUT THEIR EXPRESS PERMISSION.	KEY PLAN: 
---	---

A	Planning Issue	RS	RS	26-07-2023
REV.	DESCRIPTION	CHECKED	DRAWN	DATE
PLANNING DRAWING				



Topco Moira Ltd.

PROJECT:		MOIRA ONE Lurgan Road, Moira	
DRAWING:		Site Location Map - Phase 3	
REV DATE:		25-07-2023	DRAWN: RS
SCALE @ AS:		1:1250	CHECKED: WMC
PROJECT NO:		19103	DRAWING NO: 19103-HPA-EX-00-DR-A-0012

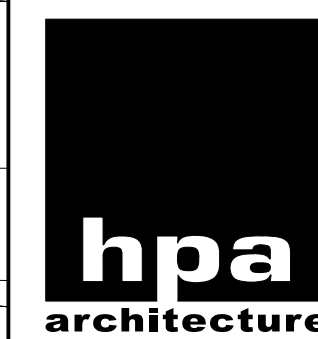
GENERAL:
DO NOT SCALE DRAWING. USE FIGURED DIMENSIONS ONLY. ALL DIMENSIONS TO BE VERIFIED ON SITE.
THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT DESIGN TEAM DRAWINGS AND SPECIFICATIONS.
CONTRACTOR TO INFORM ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES BETWEEN DRAWINGS.
THIS DRAWING IS THE PROPERTY OF HPA LTD, AND MUST NOT BE ALTERED OR REPRODUCED WITHOUT THEIR EXPRESS PERMISSION.

KEY PLAN:

- SITE PLAN KEY**
- 1.2m High metal estate fence
 - 1.8m Close board privacy fence
 - 1.8m Garden wall
 - Retaining wall
 - Planning Boundary
 - Legal Boundary

P04 Fourth Issue	WMC	RS	21-09-2023
P03 Third Issue	WMC	RS	28-06-2023
P02 Second Issue	WMC	RS	02-06-2023
P01 Planning Issue	WMC	RS	25-07-2023
REV DESCRIPTION	CHECKED	DRAWN	DATE

PLANNING DRAWING



Partnering | Championing | Creating | Delivering

EC: info@hpa-architecture.com
WC: www.hpa-architecture.com
T: +44 (0)28 3833 5717

CLIENT:

Topco Moira Ltd.

PROJECT: MOIRA ONE
Lurgan Road, Moira

DRAWING: Proposed Site Plan - Phase 3

REV DATE: 21-09-2023	DRAWN: RS
SCALE @ A1: 1:500	SCALE @ A3: 1:**
PROJECT NO: 19103	CHECKED: RS
DRAWING NO: 19103-HPA-P3-00-DR-A-1013	



Committee:	Full Council Meeting
Date:	28 October 2025
Report from:	Chief Executive

Item for:	Decision
Subject:	Requirement to enter into a Section 76 planning agreement for planning application LA05/2024/0513/F and a variation to the agreement for application LA05/2023/0292/F

1.0	<u>Background</u> 1. Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to: ▪ Facilitate or restrict the development or use of land in any specified way; ▪ Require specified operations or activities to be carried out in, on, under or over land; ▪ Require the land to be used in a specified way; ▪ Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically. <u>Key Issues</u> 1. It was resolved at a meeting of the Planning Committee on 07 April 2025 to grant planning permission for a proposed residential development comprising nine dwellings (one detached and eight semi-detached), associated site works (as a change of house type to plots nos. 39-45 of planning application reference LA05/2023/0292/F). 2. The recommendation presented was subject to the developer entering into a Section 76 planning agreement to ensure that adequate provision is made for affordable housing as an integral part of the development in accordance with Policy HOU10 of the Lisburn and Castlereagh City Council Local Development Plan. 3. The Developer Covenants with the Council at the first schedule of the agreement at Appendix 1 that none of the units in this proposal will be occupied until a residential development comprised of 18 affordable residential units (ten dwellings and eight apartments) for Choice Housing at 28-34 Ballynahinch Road are available for occupation. 4. At Annex B of the agreement is a Deed of Variation the Section 76 planning agreement for application LA05/2023/0292/F. The variation deletes the fourth covenant from Schedule 1 of the agreement attached at Appendix 2. All other covenants in that agreement still apply.
-----	--

	5. The wording of the covenants at Schedule 1 of the agreement at Appendix 1 are consistent with the recommendation in the planning report (see paragraphs 100 to 112) that was agreed by the Planning Committee. 6. A copy of the Agreement is attached (see Appendix) and is also to be entered into under Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002 and Section 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers must also accord with the Strategic Planning Policy Statement for Northern Ireland. 7. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council, under the Council's constitution the signing of legal documents and the affixing of the corporate seal is delegated to the Chief Executive.	
2.0	<u>Recommendation</u> It is recommended that the Council consider the above and that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.	
3.0	<u>Finance and Resource Implications</u> The Developers shall pay to the Council on completion of this Deed the legal costs of the Council incurred in the negotiation, preparation and execution of this Deed. The Developers shall also pay to the Council on completion of this Deed a fee as a contribution towards the Council's costs of monitoring the implementation of this Deed.	
4.0	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to EQIA screening	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening.	

Appendices:	APPENDIX 1 – Section 76 Agreement – LA05/2024/0513/F (including the relevant site location and layout plans and the Deed of Variation for the Section 76 agreement for LA05/2023/0292/F at Annex B) APPENDIX 2 – Section 76 Agreement – LA05/2023/0292/F
--------------------	--

Dated 2025

LISBURN & CASTLEREAGH CITY COUNCIL (1)

and

JAVIAN LIMITED (2)

and

CHOICE HOUSING IRELAND LIMITED (3)

PLANNING AGREEMENT UNDER SECTION 76 OF THE PLANNING ACT (NORTHERN IRELAND) 2011 RELATING TO LANDS AT 28-34 BALLYNAHINCH ROAD, CARRYDUFF BT8 8DL AND TO LANDS AT MEALOUGH ROAD, OFF SAINTFIELD ROAD, CARRYDUFF

TABLE OF CONTENTS

1.	INTERPRETATION	2
2.	STATUTORY PROVISIONS.....	6
3.	CONDITIONALITY	7
4.	COVENANTS TO THE COUNCIL AND COVENANTS BY THE COUNCIL	7
5.	RELEASE.....	7
6.	PREVIOUS PLANNING AGREEMENT.....	7
7.	DETERMINATION OF DEED	7
8.	STATUTORY CHARGE	8
9.	COUNCIL'S COSTS.....	8
10.	INTEREST ON LATE PAYMENT	8
11.	OWNERSHIP	8
12.	REASONABLENESS.....	8
13.	CANCELLATION OF ENTRIES.....	8
14.	DISPUTES	9
	ANY DISPUTE OR DIFFERENCE ARISING BETWEEN THE PARTIES WITH REGARD TO THEIR RESPECTIVE RIGHTS AND OBLIGATIONS AS TO ANY MATTER OR THING IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE DEED WILL, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, BE REFERRED TO THE COURTS OF NORTHERN IRELAND FOR FINAL DETERMINATION AND THE PARTIES AGREE THAT THE COURTS OF NORTHERN IRELAND SHALL HAVE EXCLUSIVE JURISDICTION IN RESPECT OF ALL MATTERS UNDER OR IN CONNECTION WITH THIS DEED...	9
15.	NO FETTER OF DISCRETION	9
16.	WAIVER	9
17.	FUTURE PERMISSIONS	9
18.	AGREEMENTS AND DECLARATIONS	9
19.	NOTICES	10
20.	THIRD PARTY RIGHTS.....	10
21.	GOVERNING LAW.....	10
	SCHEDULE 1 COVENANTS TO THE COUNCIL	14
	PART 1.....	14
	ANNEX A – PLAN 1 – MEALOUGH LAND	15

THIS DEED is made on the day of 2024

BETWEEN

- (1) LISBURN & CASTLEREAGH CITY COUNCIL of Civic Centre, Lagan Valley Island, Lisburn, BT27 4RL ("the COUNCIL");
- (2) JAVIAN LIMITED having its registered office at Unit 2 232-240 Belmont Road, Belfast, Northern Ireland, BT4 2AW (the "DEVELOPER");
- (3) CHOICE HOUSING ASSOCIATION IRELAND LIMITED having its registered office at Leslie Morrell House 37-41 May Street, Belfast BT1 4DN ("CHOICE")

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Planning Act (Northern Ireland) 2011 (the Planning Act) for the area in which the Mealough Land is situated.
- (B) The Developer is the owner of the Mealough Land.
- (C) Choice is the owner and developer of the Choice Land.
- (D) The Council has granted approval for the Previous Mealough Planning Application.
- (E) The Council has granted the Choice Planning Approval.
- (F) The Council and the Developer and another party have entered into the Previous Planning Agreement
- (G) The Developer has proposed a revised development for the Mealough Land and submitted the Mealough Land Planning Application Incorporating Affordable Housing (MLPAIAH) (planning reference LA05/2024/0513/F).
- (H) The Council, in connection with its consideration of the MLPAIAH, having regard to the provisions of the Local Plan and to all other material considerations has required:
 - i. the Developer to make provision for Affordable Housing on the Mealough Land; and
 - ii. Choice to covenant only to develop the Choice Land for Affordable Housing, as essential requirements of receiving approval for the MLPAIAH.
- (I) The Council has accepted that appropriate provision for Affordable Housing on the Mealough Land in accordance with the Local Plan would be delivered if the Choice Land was developed for Affordable Housing Units Choice Land (18 units) and if 9 sites on the Mealough Land were developed as Affordable Housing.
- (J) The Council resolved at its meeting on 7th April 2025 to grant approval for the MLPAIAH, subject to the prior completion of this Agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed:

1.1 Definitions:

“Affordable Housing” means housing that is provided outside of the general market for those whose needs are not met by the market. Affordable housing which is funded by Government must remain affordable or alternatively there must be provision for the public subsidy to be repaid or recycled in the provision of new affordable housing and includes any of:

- a) Social Rented Housing;
- b) Intermediate Housing for Sale; or
- c) Intermediate Housing for Rent.

To include such further statutory expansion or evolution of the interpretation of this concept.

“Affordable Housing Units Choice Land” means a minimum of 18 Residential Units to be provided for Social Rented Housing on the Choice Land

“Affordable Housing Units Mealough Land” A minimum of 9 Residential Units to be provided for Affordable Housing within the Mealough Land within the area shaded green on the plan 1 at annex A.

"Available Occupation"	for	means together the following: a) available for Occupation; and b) the issuance of a Building Regulations Completion Certificate pursuant to the Building Regulations (Northern Ireland) 2012 (as amended)
"Base Rate"		the higher of 2% and the base rate from time to time of the Bank of England.
"Choice Commencement"		the commencement of Development on the Choice Lands.
"Choice Land"		The land owned by Choice and situate at and outlined in red on Plan 2 at Annex A.
"Choice Planning Approval"		The Planning Approval granted by the Council under reference LA05/2021/1139/F for 18 residential units on the Choice Land
"Commencement of Development"	of	the carrying out in relation to the Development of any material operation as defined by section 63 of the Planning Act but disregarding for the purposes of this deed and for no other purpose, the following operations: • demolition works; • site clearance; • ground investigations; • site survey works; • temporary access construction works; • archaeological investigation; and • erection of any fences and hoardings around the Property. Commence, Commenced and Commences shall be construed accordingly.
"Commencement Date"		the date the Commencement of Development occurs.

"Deed of Variation"		a deed varying the Previous Planning Agreement made under section 76 of the Planning Act in the form appended hereto at Annex B.
"Default Rate"	Interest	2% per annum above the Base Rate.
"Intermediate Housing"		means those Residential Units which shall be co-ownership, shared ownership or Intermediate Housing for Rent or such other product to be agreed in writing by the Council. Intermediate Housing means housing that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rents and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.
"Intermediate Housing for Rent"		means housing delivered by a Registered Housing Association that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rent and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.
"Local Plan"		Lisburn and Castlereagh Local Development Plan 2032.
"Mealough Development"		the development of the Mealough Land authorised by the Mealough Planning Permission.
"Mealough Land"		the land owned by the Developer and situate at Mealough Road, Carryduff and shown edged red on Plan 1 at Annex A.
"Mealough Land Planning Application Incorporating Affordable Housing MLPAIAH"		the application for full planning permission on the Mealough Land submitted to the Council and assigned reference LA05/2024/0513/F and which makes provision for 9 Affordable Residential Units on the Mealough Land
"Mealough Planning Permission"		the planning permission resolved to be issued by the Planning Committee of the Council on foot of the MLPAIAH.

"Occupation"		actual occupation of any Residential Unit at the Development but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or for any substation leases granted to NIE. Occupy and Occupied shall be construed accordingly.
"Previous Mealough Planning Application"		The planning application submitted under reference LA05/2023/0292/F for which the Council granted approval on 4 th April 2024
"Previous Planning Agreement"		the planning agreement made under section 76 of the Planning Act between the Developer, Fraser Homes Limited and the Council dated 4 th April 2024 and related to the Previous Mealough Planning Application
"Residential Unit"		a building or part of a building constructed pursuant to the Planning Permission intended for use as a separate dwelling in the occupation of one household and which shall include, without prejudice to the generality for the foregoing, an apartment, a maisonette, a semi-detached dwelling, a town house or terrace property or a detached dwelling house.
"Social Housing"	Rented	those Residential Units to be provided at an affordable rent by a Registered Housing Association made available to households in housing need and offered in accordance with the common selection scheme administered by NIHE which prioritises households living in unsuitable or insecure accommodation.
"VAT"		value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.
"Working Day"		any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Northern Ireland.
1.2	Clause headings shall not affect the interpretation of this deed.	
1.3	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).	
1.4	A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.	
1.5	Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.	
1.6	Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.	

- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning agreement for the purposes of section 76 of the Planning Act.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 76 of the Planning Act and are entered into by the Developer, in the knowledge that they bind the Mealough Land and by Choice in the knowledge that they bind the Choice Land.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 76 of the Planning Act.
- 2.4 Insofar as any of the covenants, restrictions or obligations contained in this deed are not planning obligations within the meaning of the Planning Act, they are entered into freely by the Council, and the Developer pursuant to Article 8 of The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers with the intention that they bind the interests held by the Developer in the Mealough Land, and their successors and assigns and bind the interests held by Choice in the Choice Land and their successors and assigns.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally and against each individually unless there is an express provision otherwise.

3. CONDITIONALITY

- 3.1 All obligations contained within this deed shall come into effect and bind the Mealough Land and the Choice Land from the date of grant of the Mealough Planning Permission.

4. COVENANTS TO THE COUNCIL AND COVENANTS BY THE COUNCIL

- 4.1 The Developer covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1 Part 1.
- 4.2 Choice covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1 Part 2.
- 4.3 The Council covenants with the Developer that it shall;
immediately upon the execution of this agreement issue the Mealough Planning Permission.

5. RELEASE

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Mealough Land or the Choice Land except in respect of any breach subsisting prior to parting with such interest.

6. PREVIOUS PLANNING AGREEMENT

The parties agree and declare that the terms of the Previous Planning Agreement, except as varied by the Deed of Variation, are confirmed as if the same were set out in this Deed in full, and that such terms as so varied shall for all purposes be deemed incorporated in this Deed in accordance with section 77 of the Planning Act.

7. DETERMINATION OF DEED

- 7.1 The obligations in this deed (with the exception of clause 8) shall cease to have effect if before the Commencement of Development, the Mealough Planning Permission:
- 7.1.1 expires;
- 7.1.2 is varied or revoked other than at the request of the Developer; or

7.1.3 is quashed following a successful legal challenge (including on foot of an application for judicial review pursuant to Order 53 of The Rules of the Court of Judicature (NI) 1980).

8. STATUTORY CHARGE

This deed shall be registered as a statutory charge in the statutory charges register pursuant to section 245 of the Planning Act.

9. COUNCIL'S COSTS

9.1 The Developer shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the negotiation, completion and registration of this deed.

9.2 The Developer shall pay to the Council on or before the date of this deed a fee of £500 as a contribution towards the Council's costs of monitoring the implementation of this Deed.

10. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the Council by the date it is due under this deed, the Developer shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

11. OWNERSHIP

The Developer warrants that no person other than the Developer has any legal or equitable interest in the Mealough Land.

12. REASONABLENESS

Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

13. CANCELLATION OF ENTRIES

If this deed is determined pursuant to clause 6 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Developer or any successors in title cancel all entries made in the statutory charges register in respect of this deed.

14. DISPUTES

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with the Deed will, except as otherwise expressly provided, be referred to the Courts of Northern Ireland for final determination and the parties agree that the courts of Northern Ireland shall have exclusive jurisdiction in respect of all matters under or in connection with this Deed.

15. NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities. In particular, nothing in this deed shall fetter the powers of the Council under the Planning Act relating to its determination of any planning application lodged in the future relating to the Mealough Land.

16. WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. FUTURE PERMISSIONS

17.1 This deed, to the extent outlined in the First Schedule, restricts the use of the Mealough Land, to the extent outlined in First Schedule, in perpetuity in accordance with Section 76 of the Planning Act unless otherwise agreed by amendment to this deed in accordance with the Planning Act.

17.2 Nothing in this deed shall prohibit or limit the right to develop any part of the Mealough Land in accordance with any planning permission granted after the date of the Mealough Planning Permission.

18. AGREEMENTS AND DECLARATIONS

18.1 The parties agree that:

18.1.1 nothing in this deed (including the covenants contained within Schedule 1 to this deed) constitutes a planning permission or an obligation to grant planning permission; and

18.1.2 nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

19. NOTICES

19.1 Any notice or other communication to be given under this deed must be in writing and must be:

19.1.1 delivered by hand; or

19.1.2 sent by pre-paid first class post or other next working day delivery service.

19.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

19.2.1 to the Council at the Council's Civic Headquarters, Lagan Valley Island, Lisburn, BT27 4RL marked for the attention of the Head of Planning and Capital Development;

19.2.2 to the Developer at the address shown in this agreement; and

or as otherwise specified by the relevant party by notice in writing to each other party.

19.3 Any notice or other communication given in accordance with clause 18.1 and clause 18.2 will be deemed to have been received:

19.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

19.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9 a.m. on the second Working Day after posting.

19.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

21. GOVERNING LAW

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The Common Seal of
Lisburn and Castlereagh City Council
was affixed hereto in the presence of:

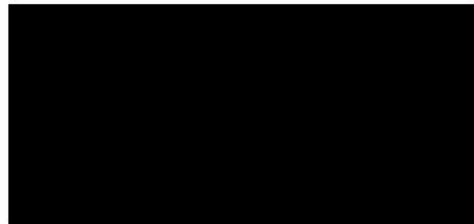
The Mayor of Lisburn and Castlereagh City Council

Chief Executive of Lisburn and Castlereagh City Council

Executed as a deed by

JAVIAN LIMITED

acting by a director in the presence of:



Director



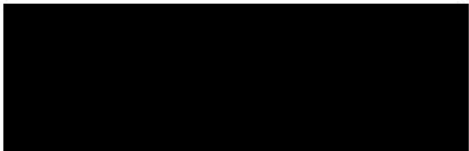
SIGNATURE OF WITNESS

NAME STEPHANIE GINN

ADDRESS 18 MAY STREET, BELFAST, BT1 4NL

OCCUPATION LEGAL EXECUTIVE

Executed as a deed by
Choice Housing Ireland Limited acting by a
duly authorised director in the presence of:

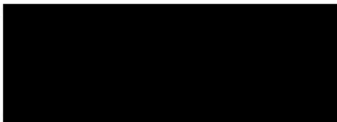


Director



Jon Anderson
Chartered Surveyor
Leslie Morrell House
37-41 May Street
Belfast, BT1 4DN

NAME
ADDRESS
OCCUPATION



Siobhán McCrystal
Chartered Surveyor
Leslie Morrell House
37-41 May Street
Belfast, BT1 4DN

SCHEDULE 1
COVENANTS TO THE COUNCIL

PART 1

The Developer obligates to the Council as follows:

AFFORDABLE HOUSING

The Developer hereby agrees that:

1. None of the nine Residential Units proposed and located on the Mealough Land shall be occupied until the Choice Planning Approval Residential Units (located at 28-34 Ballynahinch Road, Carryduff) are constructed and Available for Occupation as Affordable Housing.
2. Nothing in this Deed prejudices the operation of or compliance by the parties with the Agreement dated 27 September 2018 made pursuant to section 76 of the Planning Act (Northern Ireland) 2011 between the Council (1) Fraser Houses (NI) Limited, Fraser Homes Limited, CHJ (125) Limited and Mealough Developments Limited (2) AIB Group (UK) PLC and the Governor and Company of the Bank of Ireland (3) in relation to planning permissions with references Y/2007/0455/F, Y/2008/0224/F and Y/2009/0114/F.

Part 2

Choice obligates to the Council as follows:

Choice hereby agrees:

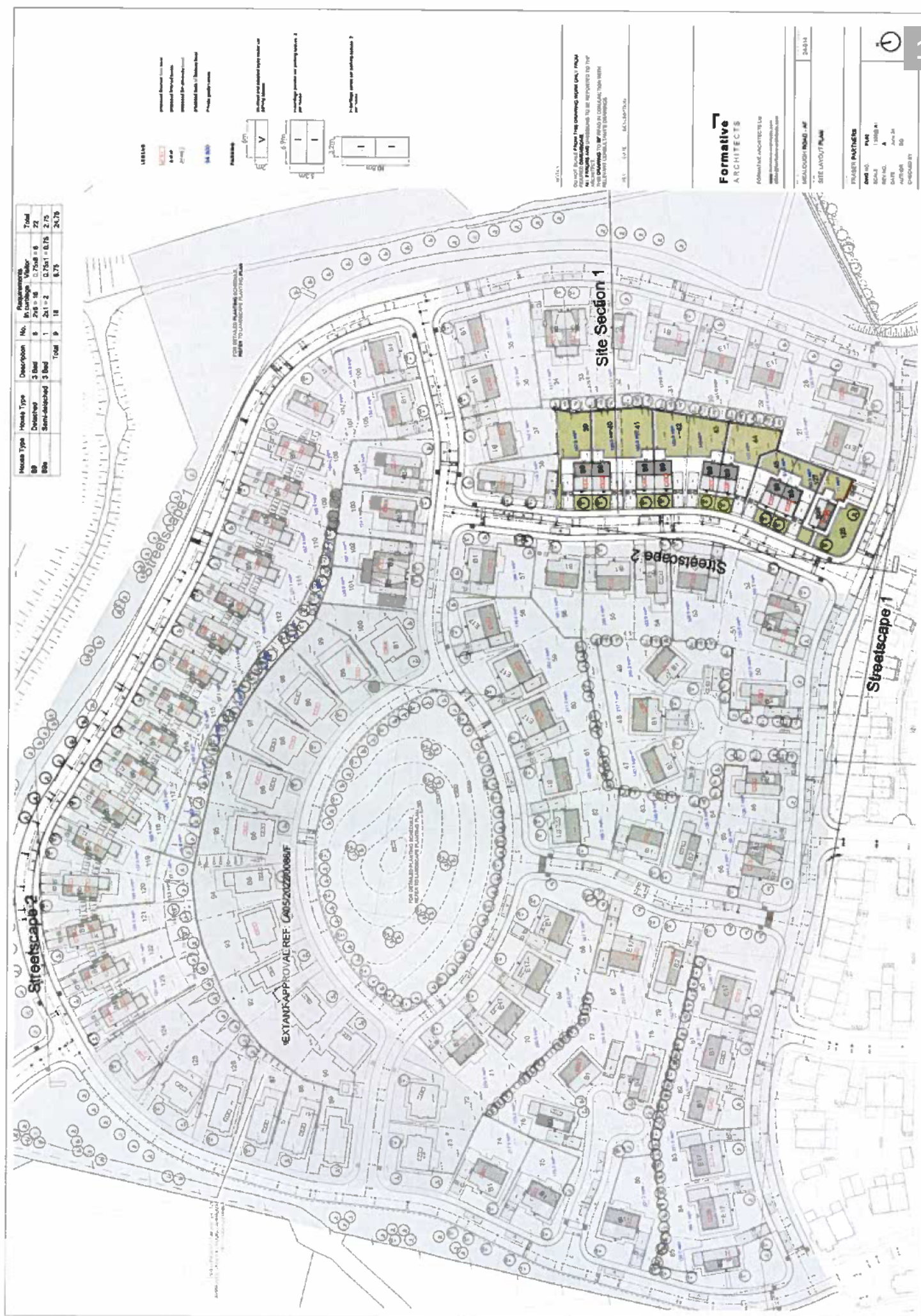
Not to develop the Choice Land other than for the Social Rented Housing as approved by the Choice Planning Approval.

ANNEX A – PLAN 1 – MEALOUGH LAND

ANNEX A – PLAN 2 – CHOICE LAND

ANNEX B – DEED OF VARIATION

ANNEX A – PLAN 1 – MEALOUGH LAND



ANNEX A – PLAN 2 – CHOICE LAND

ACEmap® Single

Printed: 07/08/2020 Customer Ref: 3207

Centre Point (Easting, Northing): 336685, 364771

28 BALLYNAHINCH ROAD, MEALOUGH, CARRYDUFF, BT8 8DL, 185067570

Scale: 1:1,250

Order no. ORD87038

Plan No. 16606SE2

COPYRIGHT STATEMENT
 Except as otherwise permitted under the Copyright Designs and Patents Act 1988 this map may only be reproduced
 stored or transmitted in any form or by any means, with the permission of Land & Property Services.



Reproduced from Ordnance Survey of Northern Ireland maps with the permission of the Controller of HMSO © Crown Copyright Licence No. 230

Client	Mr Emerson
Address	Lands At 28-34 Ballynahinch Road, Carryduff
Site Location Plan	1:1250
Date	14-10-21
Sheet	SS
Scale	200:1
Plan No.	2207-000-001 Rev A

Revision	Description	By	Date
1	Issue point amended	SS	11-07-22

Plan No.	16606SE2
Order No.	ORD87038
Scale	1:1,250
Sheet	SS
Date	14-10-21



ANNEX B – DEED OF VARIATION

DATED 2025

Between

LISBURN AND CASTLEREAGH CITY COUNCIL (1)

AND

JAVIAN LIMITED (2)

VARIATION DEED FOR PLANNING AGREEMENT UNDER SECTION 76 OF THE
PLANNING ACT (NORTHERN IRELAND) 2011 RELATING TO LANDS AT 28-34
BALLYNAHINCH ROAD, CARRYDUFF BT8 8DL AND TO LANDS AT [TBC]

CONTENTS

CLAUSE

1.	Interpretation	1
2.	Legal Basis.....	1
3.	Effective Date	1
4.	Accession of Javian Limited	1
5.	Amendments to the Planning Agreement	2
6.	Substitution of Plans	2
7.	Registration	2
8.	Confirmation and incorporation.....	2
9.	Costs	2
10.	Governing law and jurisdiction	3

THIS DEED OF VARIATION is dated 2025

BETWEEN

- (1) **LISBURN & CASTLEREAGH CITY COUNCIL** of Civic Centre, Lagan Valley Island, Lisburn, BT27 4RL ("the **COUNCIL**");
- (2) **JAVIAN LIMITED** having its registered office at Unit 2 232-240 Belmont Road, Belfast, Northern Ireland, BT4 2AW (the "**DEVELOPER**");

the Council, the Developer and Choice being each a **Party** and together the **Parties**.

BACKGROUND

- (A) This Deed of Variation is supplemental to the Planning Agreement (as defined below).
- (B) The Developer is now the registered owner of the land in Folio DN130698 County Down.
- (C) Choice is the registered owner of the land in Folios 39240, DN242940, DN111218, DN161322, DN226345, DN239321 and DN260769 County Down.
- (D) The Parties have agreed pursuant to s.77(1)(a) of the Act that the Planning Agreement shall be modified as set out in this Deed.

THIS DEED WITNESSES:

1. INTERPRETATION

- 1.1 In this Deed (including the Background) the following expressions shall have the following meanings:
 - Act:** Planning Act (Northern Ireland) 2011.
 - Planning Agreement:** an agreement made under s.76 of the Act dated the 4th April 2024 made between (1) Lisburn and Castlereagh City Council and (2) Javian Limited and (3) Fraser Homes Limited.
 - New Plan:** Drawing No. PL02 Rev. A dated June 2024
- 1.2 Words and phrases that are defined in clause 1 of the Planning Agreement shall have the same meaning when used in this Deed (including the Background), unless the context otherwise requires.
- 1.3 The rules of construction set out in Clause 2 of the Planning Agreement shall apply to this Deed.

2. LEGAL BASIS

This Deed is made under section 77(1)(a) of the Act and all other enabling powers.

3. EFFECTIVE DATE

- 3.1 The Parties agree that the amendments set out in this Deed shall have immediate effect.

4. ACCESSION OF JAVIAN LIMITED

- 4.1 The Developer confirms that it has been supplied with a copy of the Planning Agreement and covenants and undertakes with the Council that, from the date of this Deed, it shall observe, perform and be bound by the provisions of the Planning Agreement in as full and ample a manner as if it had been named as the sole original Developer in the Planning Agreement.
- 4.2 The Council consents to the accession of the Developer to the Planning Agreement in accordance with clause 4.1 and confirms to the Council that the covenants on the part of Developer contained in the Planning Agreement, as amended herein, shall from the date of this Deed be given solely by the Developer.

5. AMENDMENTS TO THE PLANNING AGREEMENT

The parties agree that the Planning Agreement is amended as set out in the Schedule to this Deed, with deletions shown in strike through text.

6. SUBSTITUTION OF PLANS

- 6.1 The Plan shall be substituted for the New Plan attached at Annex A to the Planning Agreement and all references to the Plan in the Planning Agreement shall be read as references to the New Plan.
- 6.2 The Site Plan attached at Annex B shall be substituted for the Site Plan attached at Annex A to the Planning Agreement.

7. REGISTRATION

The Planning Agreement shall be registered in the Statutory Charges Register in respect of Folio DN130698 County Down by the Council in accordance with section 245 of the Act.

8. CONFIRMATION AND INCORPORATION

The parties further agree and declare that the terms of the Planning Agreement, except as varied by this Deed, are confirmed as if the same were set out in this Deed in full, and that such terms as so varied shall for all purposes be deemed incorporated in this Deed.

9. COSTS

- 9.1 The Developer shall pay to the Council on or before the date of this deed the Council's reasonable, proper legal costs together with all disbursements incurred in connection with the negotiation, completion and registration of this deed.

10. GOVERNING LAW AND JURISDICTION

- 10.1 This Deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of Northern Ireland.
- 10.2 The parties irrevocably agree that the courts of Northern Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Deed has been executed by the Parties on the date stated at the beginning of it.

Schedule 1 Variations to the Planning Agreement

Clause of the Planning Agreement	Variation
Schedule 1 Paragraph 4 (Covenants to the Council)	Prior to the Occupation of the 60th Residential Unit permitted by the Mealough Planning Permission a further 8 Residential Units permitted by the Affordable Housing Permission shall be Available for Occupation.

The Common Seal of **Lisburn and Castlereagh City Council** was affixed hereto in the presence of:

The Mayor of Lisburn and Castlereagh City Council

Chief Executive of Lisburn and Castlereagh City Council

Executed as a Deed by **Javian Limited** acting by a
director in the presence of:

Signature		 Director
	Name:	
	Address:	
	Occupation:	

Annex A. The Plan

Annex B. Site Plan

Dated 4TH APRIL 2024

LISBURN & CASTLEREAGH CITY COUNCIL (1)
and
JAVIAN LIMITED (2)

PLANNING AGREEMENT UNDER SECTION 76 OF THE PLANNING ACT (NORTHERN IRELAND)
2011 RELATING TO LANDS AT 28-34 BALLYNAHINCH ROAD, CARRYDUFF BT8 8DL

TABLE OF CONTENTS

1.	INTERPRETATION.....	1
2.	STATUTORY PROVISIONS.....	5
3.	CONDITIONALITY	5
4.	COVENANTS TO THE COUNCIL	6
5.	RELEASE.....	6
6.	DETERMINATION OF DEED	6
7.	STATUTORY CHARGE	6
8.	COUNCIL'S COSTS	7
9.	INTEREST ON LATE PAYMENT.....	7
10.	OWNERSHIP.....	7
11.	REASONABLENESS	7
12.	CANCELLATION OF ENTRIES	7
13.	DISPUTES	7
14.	NO FETTER OF DISCRETION	7
15.	WAIVER.....	8
16.	FUTURE PERMISSIONS.....	8
17.	AGREEMENTS AND DECLARATIONS.....	8
18.	NOTICES.....	8
19.	THIRD PARTY RIGHTS.....	9
20.	VALUE ADDED TAX.....	9
21.	GOVERNING LAW	9
	SCHEDULE 1 COVENANTS TO THE COUNCIL.....	12
	ANNEX A – PLAN 1 – MEALOUGH LAND	13

THIS DEED is made on the 4th day of April 2024

BETWEEN

- (1) LISBURN & CASTLEREAGH CITY COUNCIL of Civic Centre, Lagan Valley Island, Lisburn, BT27 4RL ("the COUNCIL");
- (2) JAVIAN LIMITED having its registered office at Unit 2 232-240 Belmont Road, Belfast, Northern Ireland, BT4 2AW (the "DEVELOPER");
- (3) Fraser Homes Limited having its registered office at 72-74 Omagh Road, Dromore, Omagh, Northern Ireland, BT78 3AJ ("Homes")

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Planning Act (Northern Ireland) 2011 for the area in which the Mealough Land is situated.
- (B) The Developer is the owner of the Mealough Land.
- (C) The Developer has made the Mealough Planning Application and is proposing to carry out the development of the Mealough Land in accordance with the Mealough Planning Permission.
- (D) The Council having regard to the provisions of the Local Plan and to all other material considerations has required the Developer to make provision for affordable housing within the Mealough Land for a total of 17 Residential Units
- (E) The Council resolved at its meeting on 26/3/2024 to grant approval for the Mealough Land Planning Application, subject to the prior completion of this agreement.
- (F) Homes has a charge over part of the Mealough Land and consents and agrees to this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed:

1.1 Definitions:

"Affordable Housing" means housing that is provided outside of the general market for those whose needs are not met by the market. Affordable housing which is funded by Government must remain affordable or alternatively there must be provision for the public subsidy to be repaid or recycled in the provision of new affordable housing and includes any of:

- a) Social Rented Housing;

b) Intermediate Housing for Sale; or

c) Intermediate Housing for Rent.

"Affordable Housing Application" means an application for planning approval for Affordable Housing on the Mealough Land

"Affordable Housing Permission" means the planning permission resolved to be issued by the planning Committee of the Council on foot of the Affordable Housing Application

"Affordable Housing Units" A minimum of 17 Residential Units to be provided for Affordable Housing within the Mealough Land within the area shaded green on Plan 2 at Annex A.

"Available for Occupation" means together the following:

- a) available for Occupation; and
- b) the issuance of a Building Regulations Completion Certificate pursuant to the Building Regulations (Northern Ireland) 2012 (as amended)

"Base Rate" the higher of 2% and the base rate from time to time of the Bank of England.

"Commencement of Development" of the carrying out in relation to the Development of any material operation as defined by section 63 of the Planning Act but disregarding for the purposes of this deed and for no other purpose, the following operations:

- demolition works;
- site clearance;
- ground investigations;
- site survey works;
- temporary access construction works;

- archaeological investigation; and
- erection of any fences and hoardings around the Property.

Commence, Commenced and Commences shall be construed accordingly.

"Commencement Date" the date the Commencement of Development occurs.

"Default Interest Rate" 2% per annum above the Base Rate.

"Development" the development of the Mealough Land authorised by the Mealough Planning Permission.

"Intermediate Housing" means those Residential Units which shall be co-ownership, shared ownership or Intermediate Housing for Rent or such other product to be agreed in writing by the Council. Intermediate Housing means housing that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rents and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.

"Intermediate Housing for Rent" means housing delivered by a Registered Housing Association that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rent and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.

"Local Development Plan" means the Lisburn & Castlereagh Local Development Plan 2032.

"Mealough Land" the land owned by the Developer and situate at Mealough Road, Carryduff and shown edged red on Plan 1 at Annex A.

"Mealough Land Planning Application" the application for full planning permission on the Mealough Land submitted to the Council and assigned reference LA05/2023/0292/F

"Mealough Planning Permission" the planning permission resolved to be issued by the Planning Committee of the Council on foot of the Mealough Land Planning Application.

"Occupation" Actual occupation of any Residential Unit at the Development but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or for any substation leases granted to NIE. Occupy and Occupied shall be construed accordingly.

"Residential Unit" a building or part of a building constructed pursuant to the Planning Permission intended for use as a separate dwelling in the occupation of one household and which shall include, without prejudice to the generality for the foregoing, an apartment, a maisonette, a semi-detached dwelling, a town house or terrace property or a detached dwelling house.

"Social Housing" **Rented** those Residential Units to be provided at an affordable rent by a Registered Housing Association made available to households in housing need and offered in accordance with the common selection scheme administered by NIHE which prioritises households living in unsuitable or insecure accommodation.

"VAT" value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

"Working Day" any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Northern Ireland.

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning agreement for the purposes of section 76 of the Planning Act.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 76 of the Planning Act and are entered into by the Developer, in the knowledge that they bind the Mealough Land.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 76 of the Planning Act.
- 2.4 Insofar as any of the covenants, restrictions or obligations contained in this deed are not planning obligations within the meaning of the Planning Act, they are entered into freely by the Council, and the Developer pursuant to Article 8 of The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers with the intention that they bind the interests held by the Developer in the Mealough Land, and their successors and assigns.

3. CONDITIONALITY

- 3.1 All obligations contained within this deed shall come into effect and bind the Mealough Land from the date of grant of the Mealough Planning Permission.

- 3.2 Homes consents to the terms of this Deed Provided That Homes shall not be liable for any breach of the obligations in this Deed unless committed or continuing when Homes is in possession of that part of the Mealough Land over which Homes has a charge.

4. COVENANTS TO THE COUNCIL AND COVENANTS BY THE COUNCIL

- 4.1 The Developer covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1.
- 4.2 The Council covenants with the Developer that it shall;
immediately upon the execution of this agreement issue the Mealough Planning Permission and
expeditiously and efficiently process the Affordable Housing Application.

5. RELEASE

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Mealough Land except in respect of any breach subsisting prior to parting with such interest.

6. DETERMINATION OF DEED

- 6.1 The obligations in this deed (with the exception of clause 8) shall cease to have effect if before the Commencement of Development, the Mealough Planning Permission:

- 6.1.1 expires;
- 6.1.2 is varied or revoked other than at the request of the Developer; or
- 6.1.3 is quashed following a successful legal challenge (including on foot of an application for judicial review pursuant to Order 53 of The Rules of the Court of Judicature (NI) 1980).

7. STATUTORY CHARGE

This deed shall be registered as a statutory charge in the statutory charges register pursuant to section 245 of the Planning Act.

8. COUNCIL'S COSTS

- 8.1 The Developer shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the negotiation, completion and registration of this deed.
- 8.2 The Developer shall pay to the Council on or before the date of this deed a fee of £5000 as a contribution towards the Council's costs of monitoring the implementation of this Deed.

9. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the Council by the date it is due under this deed, the Developer shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

10. OWNERSHIP

The Developer warrants that no person other than the Developer and Homes has any legal or equitable interest in the Mealough Land.

11. REASONABLENESS

Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

12. CANCELLATION OF ENTRIES

If this deed is determined pursuant to clause 6 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Developer or any successors in title cancel all entries made in the statutory charges register in respect of this deed.

13. DISPUTES

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with the Deed will, except as otherwise expressly provided, be referred to the Courts of Northern Ireland for final determination and the parties agree that the courts of Northern Ireland shall have exclusive jurisdiction in respect of all matters under or in connection with this Deed.

14. NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities. In particular, nothing in this deed shall fetter

the powers of the Council under the Planning Act relating to its determination of any planning application lodged in the future relating to the Mealough Land.

15. WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. FUTURE PERMISSIONS

16.1 This deed, to the extent outlined in the First Schedule, restricts the use of the Mealough Land, to the extent outlined in First Schedule, in perpetuity in accordance with Section 76 of the Planning Act unless otherwise agreed by amendment to this deed in accordance with the Planning Act.

16.2 Nothing in this deed shall prohibit or limit the right to develop any part of the Mealough Land in accordance with any planning permission granted after the date of the Mealough Planning Permission.

17. AGREEMENTS AND DECLARATIONS

17.1 The parties agree that:

17.1.1 nothing in this deed (including the covenants contained within Schedule 1 to this deed) constitutes a planning permission or an obligation to grant planning permission; and

17.1.2 nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

18. NOTICES

18.1 Any notice or other communication to be given under this deed must be in writing and must be:

18.1.1 delivered by hand; or

18.1.2 sent by pre-paid first class post or other next working day delivery service.

18.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

18.2.1 to the Council at the Council's Civic Headquarters, Lagan Valley Island, Lisburn, BT27 4RL marked for the attention of the Head of Planning;

18.2.2 to the Developer at the address shown in this agreement; and
or as otherwise specified by the relevant party by notice in writing to each other party.

18.3 Any notice or other communication given in accordance with clause 18.1 and clause 18.2 will be deemed to have been received:

18.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

18.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9 a.m. on the second Working Day after posting.

18.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

20. VALUE ADDED TAX

20.1 Each amount stated to be payable by the Council, or the Developer to the other under or pursuant to this deed is exclusive of VAT (if any).

21. GOVERNING LAW

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

THE COMMON SEAL OF THE COUNCIL)
was affixed in the presence of:)



Authorised Signatory

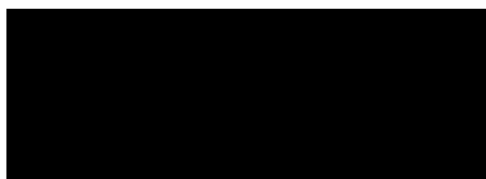
Executed as a deed by

JAVIAN LIMITED

acting by a director in the presence of:



Director



SIGNATURE OF WITNESS

NAME *BRIAN H. SPEERS*

ADDRESS *18 May Street, Belfast*

OCCUPATION *SOLICITOR*

Executed as a deed by

FRASER HOMES LIMITED

acting by a director in the presence of:



Director



SIGNATURE OF WITNESS

NAME *Sandra Shannan-Convey*

ADDRESS *57 Cranny Oaks, Omagh, BT79 0FQ*

OCCUPATION *Business Development Officer*

SCHEDULE 1 COVENANTS TO THE COUNCIL

The Developer, obligates to the Council as follows:

AFFORDABLE HOUSING

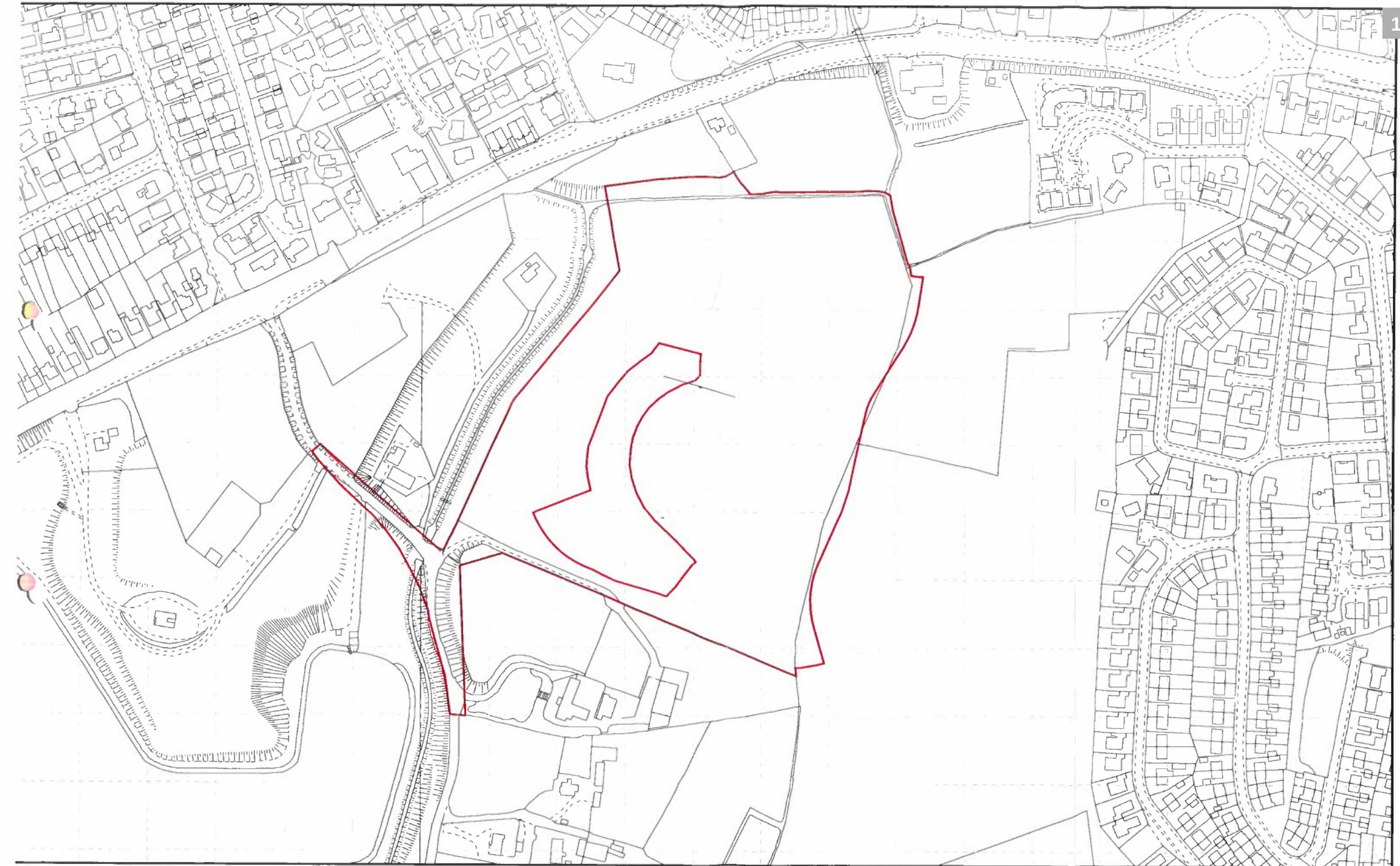
The Developer hereby agrees that:

1. Prior to the expiration of 12 weeks from the date of the approval of the Mealough Planning Application, the Developer, or a party contracted or connected to the Developer, shall submit the Affordable Housing Application to the Council.
2. Prior to the earlier of the following;
 - a. the Occupation of the 22nd Residential Unit permitted by the Mealough Planning Permission; or
 - b. the Commencement of the 61st Residential Unit permitted by Mealough Planning Permission

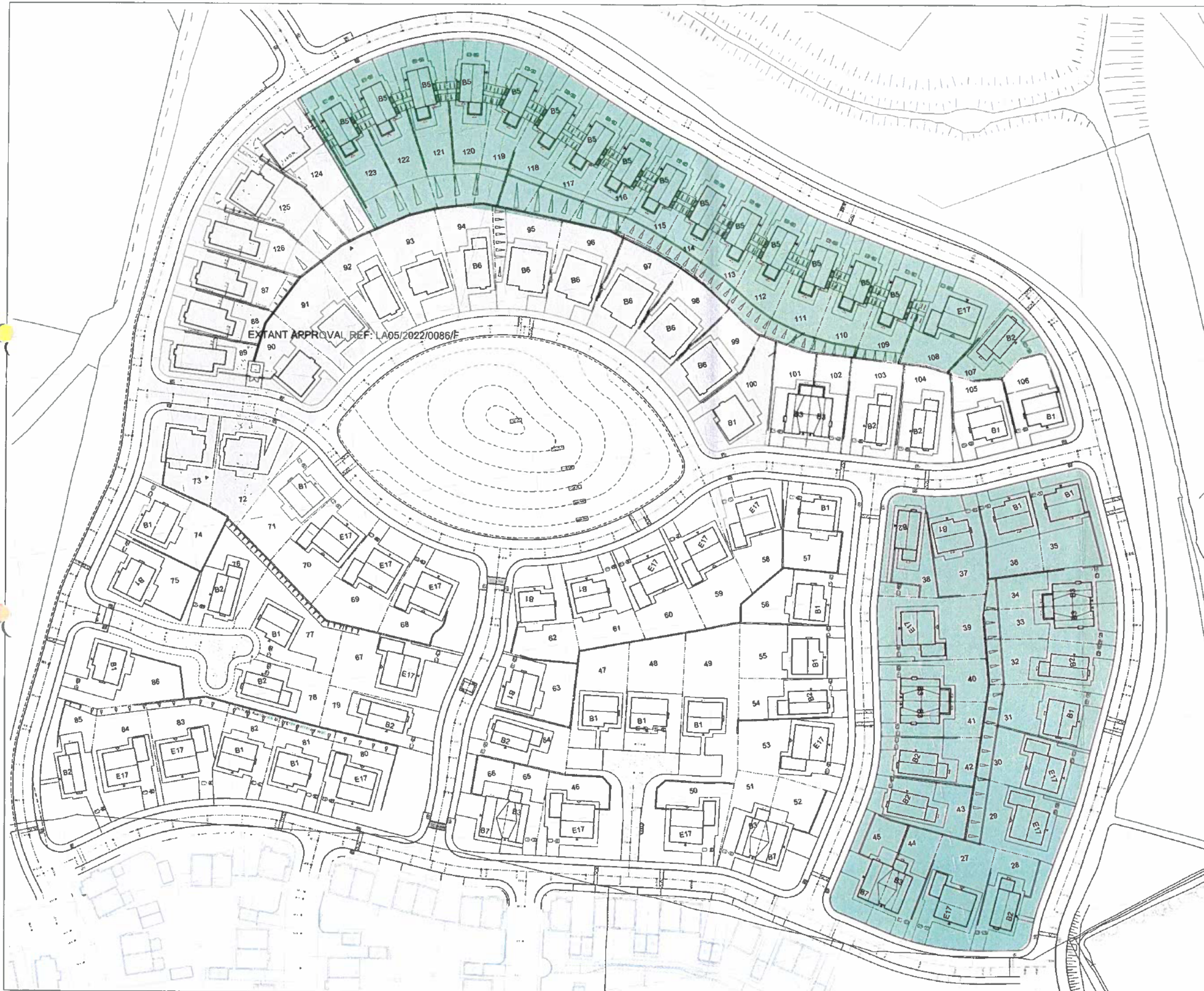
the Affordable Housing Permission must be Commenced.

3. Prior to Occupation of 35th Residential Unit permitted by the Mealough Planning Permission a minimum of 9 Residential Units permitted by the Affordable Housing Permission shall be Available for Occupation.
4. Prior to the Occupation of the 60th Residential Unit permitted by the Mealough Planning Permission a further 8 Residential Units permitted by the Affordable Housing Permission shall be Available for Occupation.
5. Nothing in this Deed prejudices the operation of or compliance by the parties with the Agreement dated 27 September 2018 made pursuant to section 76 of the Planning Act (Northern Ireland) 2011 between the Council (1) Fraser Houses (NI) Limited, Fraser Homes Limited, CHJ (125) Limited and Mealough Developments Limited (2) AIB Group (UK) PLC and the Governor and Company of the Bank of Ireland (3) in relation to planning permissions with references Y/2007/0455/F, Y/2008/0224/F and Y/2009/0114/F.

ANNEX A – PLAN 1 – MEALOUGH LAND



ANNEX A – PLAN 2 – AFFORDABLE HOUSING LOCATION



NOTES

DO NOT SCALE FROM THIS DRAWING WORK ONLY FROM FIGURED DIMENSIONS. ALL ERRORS AND OMISSIONS TO BE REPORTED TO THE ARCHITECT. THIS DRAWING TO BE READ IN CONJUNCTION WITH RELEVANT CONSULTANT'S DRAWINGS.

REV	DATE	DESCRIPTION

Formative
ARCHITECTS

FORMATIVE ARCHITECTS Ltd
www.formative-architects.com
office@formative-architects.com

MEALOUGH ROAD	21-004
---------------	--------

Proposed location for 20% affordable allocation

FRASER PARTNERS

DWG NO.	PL101.500@A1
SCALE	1:500 @ A1 1:1000 @ A3
REV NO.	
DATE	Dec 23
AUTHOR	DC
CHECKED BY	





NOTICE OF MOTION

This Council notes with concern the Labour Government's plans to introduce Digital ID cards across the United Kingdom.

Council believes that such a scheme poses serious risks to personal privacy and creates potential for misuse of citizens' personal data. We further recognise that past proposals for ID card systems in the UK have been met with widespread public opposition, with legitimate fears around civil liberties, data security, and the cost of implementation.

Accordingly, this Council:

1. Expresses its opposition to the introduction of Digital ID cards.
2. Affirms its commitment to protecting the privacy of our residents.
3. Calls on the Labour Government to abandon its plans for Digital ID cards and to instead focus on policies which deliver practical improvements in public services, and that address public concerns with illegal immigration on a pan-UK basis
4. Agrees to write to the Prime Minister to communicate this Council's opposition and to urge the Government to drop these proposals.

Proposed by Councillor Andrew Gowan



810





Notice of motion, Standing up for innocent victims

To whom it may concern,

Lisburn & Castlereagh City Council is deeply alarmed that the definition of victim in the Victims and Survivors (Northern Ireland) Order 2006 does not distinguish between those who perpetrated wrongdoing during the Troubles and the innocent victims they harmed, injured, killed or bereaved; believes that innocent victims should not have to interact with terrorists and their supporters when accessing victim support services; asserts that there is no moral equivalence between victim-makers and innocent victims; welcomes the fact that the victims pension legislation makes a clear distinction between perpetrator and victim; condemns the Alliance Party's decision to intentionally blur this line by removing the word "innocent" from the description of a victim in a recent Assembly motion addressing the legacy of the past; and resolves to write to the Justice Minister requesting that she personally apologise for suggesting that victim makers could also be considered victims.

Signed,

Councillor Thomas Beckett

Seconded Councillor Brian Higginson



2

$\frac{1}{S \cdot E}$



Committee:	Full Council
Date:	28 October 2025
Report from:	Director of Environmental Services

CONFIDENTIAL REPORT

Reason why the report is confidential:	The Local Government Act (Northern Ireland) 2014 Schedule 6: Part 1 Description of Exempt Information, Number 3 Information relating to the financial or business affairs of any particular person (including the Council holding that information)
When will the report become available	Immediately after meeting of Council
When will a redacted report become available:	
The report will never become available:	

Item for:	Decision
Subject:	Report on the details of the abandoned dog, known as Max: Circumstances, Chronology of Events, Summary and Key Outcomes including lessons learned

1.0	<u>Background and Key Issues</u>
1.1	This report aims to set out the facts, from a council perspective, in the case of the abandoned dog, known as Max (attached at Appendix 1).
1.2	Max was found on 5 December 2024 on the Comber Greenway in Dundonald and brought into a local veterinary practice on 6 December 2024. While the dog’s microchip provided details of the registered keeper, he advised that he was no longer the owner of the dog as he had sold him to someone whom he did not have the details for. Council seized the dog in accordance with the legislation and subsequently deemed it to be a banned breed, namely a Pit Bull Terrier Type.
1.3	There was significant challenge in this case from an animal charity, a person who applied for standing in the legal case and a high-profile social media lobby.
1.4	While Elected Members have been kept up to date at all stages, there were limitations to information that could be shared due to on-going legal proceedings which included

1.5	exempted information. Section 32 of the Freedom of Information Act provides an exemption for documents being held for the purposes of court proceedings (civil and criminal). The reports were to be relied upon by the Council in the court proceedings. Now that the case has concluded and Max has been re-homed with his new owner, the council is in a position to provide a report which includes detail on the following: - the legislative context and duty of council in respect of stray dogs, including banned breeds; - the chronology of events which stemmed from Max being in the care of the council which includes: - the council's officers carrying out an assessment to determine Max as a Pit Bull Terrier Type i.e. banned breed; - the appointment of two further assessors to determine type; - interactions with third party organisations, including the central government department with legislative responsibility; - application by a third party to have legal 'standing' in the case; and - outcome of the council's application to the court to have Max typed as a banned breed and rehome him subject to the conditions of a Contingent Destruction Order - the significant public attention and social media lobby; - costs incurred by the council in bringing this case forward including legal, kennelling, veterinary care, third party assessments and behaviourist intervention; - summary; and - Key outcomes including lessons learned.		
2.0	<u>Recommendations</u> It is recommended that council - agrees the content of the report; and - takes the necessary actions to ensure the key outcomes/lessons learned are implemented as appropriate.		
3.0	<u>Finance and Resource Implications</u> As per report.		
4.0	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>		
4.1	<table> <tr> <td>Has an equality and good relations screening been carried out?</td> <td>No</td> </tr> </table>	Has an equality and good relations screening been carried out?	No
Has an equality and good relations screening been carried out?	No		
4.2	<table> <tr> <td>Brief summary of the key issues identified and proposed mitigating actions or rationale why the screening was not carried out</td> <td></td> </tr> </table>	Brief summary of the key issues identified and proposed mitigating actions or rationale why the screening was not carried out	
Brief summary of the key issues identified and proposed mitigating actions or rationale why the screening was not carried out			

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

Appendix:	Appendix 1: Report on the details of the abandoned dog, known as Max: Circumstances, Chronology of Events, Summary and Key Outcomes including lessons learned Appendix 2: Assessment Appendix 2b: Assessment Appendix 3: Assessment Appendix 3b: Assessment Appendix 4: Assessment Appendix 5: Assessment
------------------	--

Report on the details of the abandoned dog, known as Max: Circumstances, Chronology of Events, Summary and Key Outcomes including lessons learned

1.0 Background

1.1 This report aims to set out the facts, from a council perspective, in the case of the abandoned dog, known as Max.

1.2 While Elected Members have been kept up to date at all stages of this high-profile case, there were limitations to information that could be shared due to on-going legal proceedings which included exempted information. Section 32 of the Freedom of Information Act provides an exemption for documents being held for the purposes of court proceedings (civil and criminal). The reports, in this case were to be relied upon by the council in the court proceedings. Now that the case has concluded, this report is presented to include details on the following:

- the legislative context and duty of council in respect of stray dogs, including banned breeds;
- the chronology of events which stemmed from Max being in the care of the council which includes:
 - the council's officers carrying out an assessment to determine Max as a Pit Bull Terrier Type i.e. banned breed;
 - the appointment of two further assessors to determine type;
 - interactions with third party organisations, including the government department with legislative responsibility;
 - application by a third party to have legal 'standing' in the case; and
 - outcome of the council's application to the court to have Max typed as a banned breed and rehome him subject to the conditions of a Contingent Destruction Order
- the significant public attention and social media lobby;
- costs incurred by the council in bringing this case forward including legal, kennelling, veterinary care, third party assessments and behaviouralist intervention;
- summary; and
- key outcomes including lessons learned.

2.0 Legislative Context

2.1 The legislative remit of local authorities to enforce the law on the control of dogs which includes the seizure of stray dogs in Northern Ireland is contained in the Dogs (NI) Order 1983 ('the Order') and various orders and regulations made under the Order.

2.2 To this end, councils are required by the Order to establish dog warden services funded through the dog licensing system. The Order has been amended a number of times, most recently by the Dogs (Amendment) Act 2011. Where difficulties arise, councils and their officers should take advice from its own legal services (this is set out in the guidance notes of The Dogs (Northern Ireland) Order 1983 (as amended) Guidance Document 2024). The Department for Agriculture, Environment & Rural Affairs (DAERA) officials were requested to provide advice/interpretation on the Order in this case but refused and referred council to seek its own legal advice.

2.3 Under Article 23 of the Order, the following applies:

23. (1) *An officer may seize any dog which is a stray dog.*

(2) *A dog seized under paragraph (1) may be taken to a dog pound and may be detained by the district council by which the pound is maintained or used under arrangements made under Article 40(a) until the keeper has claimed it and paid all expenses incurred by reason of its detention (including the costs of any veterinary treatment provided under paragraph (5)).*

(3) *Where—*

(a) any dog seized under paragraph (1) has been detained for 5 days after the seizure and the keeper has not claimed the dog; or

(b) the keeper has not paid the expenses such as are mentioned in paragraph (2) within such period as the district council may determine, being a period in addition to the 5 days mentioned in sub-paragraph (a);

the council may cause the dog to be sold or to be destroyed in such a manner as to cause as little pain as possible.

2.4 In respect of banned breeds, the relevant article of the Dogs (Northern Ireland) Order 1983 states:

25A.—(1) *This Article applies to—*

(a) any dog of the type known as the pit bull terrier;

(b) any dog of the type known as the Japanese tosa; and

(c) any dog of any type designated for the purposes of this Article by an order of the Department, being a type appearing to the Department to be bred for fighting or to have the characteristics of a type bred for that purpose.

(2) *No person shall—*

(a) breed, or breed from, a dog to which this Article applies;

(b) sell or exchange such a dog or offer, advertise or expose such a dog for sale or exchange;

(c) make or offer to make a gift of such a dog or advertise or expose such a dog as a gift;

(d) cause or permit such a dog of which he is the keeper or of which he is for the time being in charge to be in a public place unless the dog is muzzled and kept on a lead; or

(e) abandon such a dog of which he is the keeper or, being the keeper or for the time being in charge of such a dog, permit it to stray.

(3) After 30th November 1991 no person shall have any dog to which this Article applies in his possession or custody except—

(a) in pursuance of a power of seizure conferred by this Order; or

(b) in accordance with an order for its destruction made under this Order;

but the Department shall by order make a scheme for the payment to the keepers of such dogs who arrange for them to be destroyed before that date of sums specified in or determined under the scheme in respect of those dogs and the cost of their destruction.

25C—*(1) An officer may seize—*

(a) any dog which appears to him to be a dog to which Article 25A applies and which is in a public place—

(i) after the time when possession or custody of it has become unlawful by virtue of that Article; or

(ii) before that time, without being muzzled and kept on a lead;

(b) any dog in a public place which appears to him to be a dog to which an order under Article 25B applies and in respect of which an offence against the order has been or is being committed; and

(c) any dog in a public place (whether or not one to which that Article or such an order applies) which appears to him to be attacking any person.

(2) If a resident magistrate is satisfied by complaint on oath that there are reasonable grounds for believing—

(a) that an offence under Article 25A, or 33A(4) or an order under Article 25B is being or has been committed; or

(b) that evidence of the commission of any such offence is to be found,

on any premises he may issue a warrant under his hand authorising an officer to enter those premises and to search them and seize any dog or other thing found there which is evidence of the commission of such an offence.

(3) Where a dog is seized under paragraph (1) or (2) and it appears to a resident magistrate that no person has been or is to be prosecuted for an offence mentioned in paragraph (2)(a) in respect of that dog (whether because the keeper cannot be found or for any other reason) the district judge (magistrates' court) may order the destruction of the dog and shall do so unless satisfied that the dog will not be a danger to the public.

(4) If—

(a) the dog is one to which Article 25A applies,

(b) the district judge (magistrates' court) does not order the destruction of the dog under paragraph (3), and

(c) the dog is subject to the prohibition in Article 25A (3),

the district judge (magistrates' court) shall order that, unless the dog is exempted from the prohibition in Article 25A(3) within the period of two months beginning with the date of the order, the dog shall be destroyed.

2.5 In April 2015, the Environmental Services Committee of the council agreed Enforcement Guidelines for Officers which included:

15.0 Possession of an illegal breed – It is the policy of the Council where an offence has been committed under Article 25 (A) of the Order –

15.1 The dog should be impounded by formal seizure or voluntary surrender and a second informed opinion obtained to confirm the type of dog.

15.2 Illegal Breeds should be euthanized unless the keeper, the finder, or the owner or person in charge expresses an interest in having the dog reunited to them.

15.3 The incident file will be referred to the Environmental Health Manager/Head of Service for a decision with regard to instigating proceedings.

2.6 To summarize, the applicable articles from the legislation were applied in this case in the following order:

- 1. Max seized under 23(1) & impounded under 23(2)*
- 2. No keeper identified at 23(3) but due to Max being typed as Pitbull Terrier Type, 25A applies. Therefore, Max cannot be rehomed without court decision and cannot be rehomed temporarily*
- 3. Only solution is to apply to court under 25C (3 – 4) for contingent destruction order for implementation within 2 months*

3.0 Chronology of Events

3.1 Max was found on 5 December 2024 on the Comber Greenway in Dundonald and brought into a local veterinary practice on 6 December 2024. The dog's microchip was scanned and provided details of the registered keeper. The vet advised council officers that he contacted the registered keeper who confirmed he was not the current owner. In an attempt to trace the owner, the vet posted a notification on social media to see if anyone would come forward to claim him. Nobody came forward. At this time, the vet estimated the dog was around 4-5 months old.

3.2 The councils Environmental Health, Risk & Emergency Planning Unit was contacted on 10 December and a council officer called to the vet later that day to collect the dog.

3.3 As no owner was identified, Max was deemed to be an abandoned dog. In line with legislation and LCCC's Enforcement Guidelines, any abandoned dog is immediately impounded; in this case Max was placed in our contracted DAERA approved kennels. The council officer who seized the dog considered that Max displayed characteristics of a banned breed (Pit Bull Terrier Type) and reported this to their line manager on return.

3.4 In line with the statutory provision, any stray or abandoned dog is impounded for 5 days and the council makes every effort to identify the owner. Following this period, guardianship of the dog is transferred to the council. In line with LCCC's Enforcement Guidelines 'Illegal breeds should be euthanized unless the keeper, the finder, or the owner or person in charge expresses an interest in having the dog reunited to them'. Max was preserved for a number of reasons, outwith these guidelines, due to ongoing deliberations around his ownership, campaigning through the USPCA animal charity and the ongoing challenges around his typing as a Pit Bull Terrier Type as explained later in this report.

3.5 DAERA guidance and current veterinary advice states that dogs should not mix freely in the confined environments of boarding establishments given the risk of injury from other dogs, disease spreading and unwanted pregnancy. As Max's medical history was not known, he received appropriate veterinary care including the necessary vaccinations.

3.6 Max remained in DAERA approved kennels through to the conclusion of the legal framework and was supported during this period through socialisation sessions by a professional referred by the USPCA. They visited each week except for one visit where they were on holidays. Max received expert veterinary care throughout as required.

4.0 Determination of Type

4.1 The council officer was instructed to carry out a formal assessment on 13 December 2024 given their opinion that Max may be a Pit Bull Terrier Type. This is not a distinct breed, but a type of dog which is identifiable through the presence of a number of physical characteristics. As such, the use of DNA testing would not determine any dog to be a Pit Bull Terrier Type as it is not a distinct breed. Two further formal visits to Max were carried on the instruction of the legal team before the commencement of the court hearing by the council officer which re-affirmed the original opinion.

4.2 The assessment form used was provided by the Metropolitan Police (the Metropolitan Police were chosen as they carried out the professional training of local government officers 'Advanced Prohibited Breed and Expert Witness Course' in October 2024) and was based on the defining characteristics set out in the American Pit Bull Terrier Type Conformation Standard. This assessment concluded that Max was a Pit Bull Terrier Type as he conformed to the characteristics as set out in the Pit Bull Terrier Type Examination Sheet (**Appendix 2**). The officers updated version, written and submitted as part of the court bundle is also attached at **Appendix 2b** (4.35 also refers). The council officer had recently undertaken the 'Advanced Prohibited Breed and Expert Witness Course' a 2-week DAERA approved and funded training course facilitated by the Metropolitan Police in October 2024. This was completed alongside officers throughout Northern Ireland. The training was comprehensive Dangerous Breeds identification (including Pit Bull Terriers and XL Bullies) and assessment training, to a competence level equivalent to Police Dog Legislation Officers. These are the officers who enforce the dangerous dog's legislation in Great Britain. This training was funded by DAERA as part of the forthcoming legislation relating to XL Bullies.

4.3 Further to this assessment, another council officer was requested to carry out an additional independent assessment on 16 December 2024. While there were some differences in the assessment of the characteristics, it also concluded that Max was a Pit Bull Terrier Type as he conformed to the characteristics as set out in the Pit Bull Terrier Type Examination Sheet (**Appendix 3**). The officer's revised version, submitted as part of the court bundle is also attached at **Appendix 3b** (4.35 also refers). This officer had also undertaken the same DAERA approved and paid for training facilitated by the Metropolitan Police in October 2024 as described in the above paragraph. Two further formal visits to Max were carried out on the instruction of the legal team before the commencement of the court hearing by the council officer which re-affirmed the original opinion.

4.4 On 17 December 2024, council was contacted by the (former) Chief Executive of USPCA. In her correspondence, which was copied to all elected members, she placed in writing the concerns of the USPCA regarding the case of Max particularly his typing as a Pit Bull Terrier Type. She requested an independent third-party

expert opinion on breed typing and animal welfare should be consulted. She referred to the ‘considerable public attention the matter has drawn’ and that ‘it is of significant public interest to ensure that the decision made is based on thorough and accurate assessment of the dog’s welfare and the circumstances surrounding the typing.’ The council also received a media enquiry from Belfast Telegraph and animal charities.

4.5 At the council meeting held on 17 December 2024, it was agreed that a third-party assessment be sought for Max. The Chief Executive acknowledged the significant interest in the circumstances surrounding the dog and gave an assurance that he was in a safe place and that no immediate action would be taken. He was hopeful that the dog’s owner would come forward and engage with council officers.

4.6 On 18 December 2024, the council’s Environmental Health, Risk & Emergency Planning Unit received a call from Max’s registered keeper. He advised that he sold Max on Gumtree approximately 6 weeks earlier as he had been fighting with his other dog. He advised that Max was born at the start of May 2024. This information was used to conclude that Max was at this time approx. 7.5 months old.

4.7 On 19 December 2024, a further email was received from the (former) Chief Executive of the USPCA, copied to all elected members, regarding the latest statement from council on 17 December that rather than Max’s assessment being delayed until he reached a minimum age of nine months, it would be carried out by an independent third party in the New Year. She expressed that she wished to seek an appropriate interim arrangement for Max through a foster carer arrangement. She further stated that a foster family had been identified through Mid Antrim Animal Sanctuary, and this person was also in the position to become the permanent legal guardian of the dog.

4.8 On 20 December 2024, the Acting Director of Environmental Services, responded to this email advising that the council statement she referred to reflected the councils current position including what was agreed at the council meeting on 17 December 2024 i.e. the appointment of a third-party assessor. The Acting Director also confirmed that it would be against the law to temporarily rehome Max as he had been identified as a banned breed. Section 25 A (2) b of the Order states *No person shall (b)sell or exchange such a dog or offer, advertise or expose such a dog for sale or exchange;*

4.9 On the 20 December 2024, council contacted the Metropolitan Police, who had facilitated the professional training of council officers in October 2024, to source a further independent expert assessor to confirm the breed of the dog. The Metropolitan Police could not assist, however placed the council in contact with a senior officer responsible for Dog Legislation in Great Britain. This senior officer agreed to put out a request to a Police Forum used by Dog Legislation Officers to see who would be available. On 10 January 2025, an officer from Merseyside Police

accepted the request and the senior officer endorsed him to complete the assessment.

4.10 On 13 January 2025, the (former) Chief Executive of the USPCA shared details ahead of a pre-arranged meeting to take place on 15 January 2025, of three third party independent assessors.

4.11 A meeting took place on the 15 January with the (former) Chief Executive of the USPCA, the Acting Director of Environmental Services and the Acting Head of Service. At this meeting the three criteria were agreed in respect of the qualifications required for such a task - experience, employment and qualifications. The (former) Chief Executive of the USPCA noted her concern that the council had not appointed an independent assessor from the list of third-party assessors provided to the council.

4.12 On 15 January 2025, the officer from the Merseyside Police visited councils contracted DAERA approved kennels and completed an independent assessment of Max using the American Dog Breeders Association's confirmation standard (**Appendix 4**). The officer found that Max has substantial characteristics of the Pit Bull Terrier Type.

4.13 On 16 January 2025, an email was received from Stephen Tumelty Solicitor, copied to all elected members and instructed on behalf of the USPCA. He requested that the council provide an undertaking that no assessments, decision or action will be taken that will affect Max's welfare without a meeting of the elected members to discuss the instruction of one of the three independent assessors provided by the (former) Chief Executive of the USPCA on the 13 January 2025. He advised injunctive relief would have to be sought in the absence of a substantive response.

4.14 Later that day, he further wrote to advise he was of the understanding that an assessment had been carried out the previous evening without notice to the (former) Chief Executive of the USPCA. He advised he deemed the conduct unacceptable and asked for confirmation that an independent assessor would be allowed to carry out an assessment of Max before any further action or decisions are taken.

4.15 Elected Members received a special confidential briefing at 1pm on the 16 January confirming Max was typed as Pit Bull Terrier Type by a third assessor from the Merseyside Police. Further briefings took place on 20 January and 5 February.

4.16 On 17 January 2025, the Acting Director of Environmental Services acknowledged the email from Mr Tumelty received on the 16 January and advised that a response would be issued in due course. Four further emails were received that day from Mr Tumelty seeking the necessary undertaking that no decision would be made regarding Max's future.

4.17 On 17 January 2025, the (former) Chief Executive of the USPCA wrote to the Acting Director of Environmental Services expressing her disappointment that they

had to take legal action and they remain concerned about Max's future and lack of transparency in the case. The USPCA had hoped for a fair and independent assessment to be conducted in partnership but that had not been the case. She asked the council to prioritise collaboration moving forward. This email was acknowledged by the Acting Director on the same day.

4.18 On 17 January 2025, the Acting Director of Environmental Services wrote to elected members to reassure them that no further action would be taken regarding Max without their further engagement. He further advised that following their briefing the previous day, the (former) Chief Executive of the USPCA had been telephoned to inform her of the most up to date position. This was followed up with formal correspondence inviting the USPCA to continue to engage with council as it works to resolve the issues. Clarification was also provided that the Department for Environment, Food & Rural Affairs (DEFRA) response regarding the applicability of an organisation (charity or not for profit) becoming the legal registered owner of a prohibited dog did not apply in Northern Ireland. In this email Members were advised of a planned protest at the Civic Centre on Saturday 18th January at 16:00.

4.19 On 20 January 2025, the (former) Chief Executive of the USPCA wrote to the Acting Director of Environmental Services, copied to all elected members, to formally request an independent assessment jointly agreed with the USPCA, selected and conducted by one of the three assessors put forward on 13 January 2025.

4.20 On 20 January 2025, the Acting Director of Environmental Services wrote to the (former) Chief Executive of the USPCA advising that at a Member Briefing that evening, there was support for the progression of another assessment of Max's breed and they endorsed a collaborative approach with the USPCA by commissioning one of the three recommended assessors she had previously provided. Shared communications on this matter was proposed, especially given the continuing public awareness and negative commentary in relation to council officers. A statement was subsequently agreed and issued.

4.21 On 21 January 2025, an independent third-party assessor was appointed by council as an independent assessor regarding the breed type and behaviour of Max. They undertook their assessment on 22 January 2025 and concluded that Max did not possess a substantial number of characteristics of an American Pit Bull Terrier Type (**Appendix 5**).

4.22 On 23 January 2025, the Acting Director of Environmental Services and the Chief Executive, LCCC were written to by Stephen Tumelty Solicitors, seeking clarification on several matters and requesting the disclosure of the four assessment reports.

4.23 Three minutes later, on the same day, he further wrote to the Chief Executive, LCCC, and the Acting Director of Environmental Services advising he had submitted an application under Article 25 C (3) of The Dogs (Northern Ireland) Order 1983 and

would require assurances that Max is kept safe pending conclusion of court proceedings before the Magistrates, otherwise an injunction would be applied for ordering the council to preserve Max.

4.24 On 24 January 2025, the Chief Executive of LCCC, wrote to the (former) Chief Executive of the USPCA confirming the fourth assessment had taken place and advising that council was currently seeking a legal opinion as to how to best navigate the next steps for the long-term wellbeing of Max. Permission was provided for the potential new owner to be able to access the kennels to spend time with Max subject to confirming that she will work collaboratively with council for the benefit of Max and she is deemed a suitable potential long-term owner. This was all subject to legal considerations, particularly, the judge's assessment that Max can be re-homed.

4.25 On 29 January 2025, the LCCC Chief Executive, Acting Director of Environmental Services and (former) Chief Executive of the USPCA met in person. At this meeting, the LCCC Chief Executive outlined the findings of the 4 assessments on file and a need to find a suitable, and legal, solution for Max. The decision would not be for the council to make and would have to be presented to the courts for consideration. Actions agreed were:

- council to apply for contingent destruction order through the courts, subject to legal due diligence;
- council to share circumstances of this case with USPCA to assist with any future lobby to government on legislative change;
- the identified potential new owner to be given opportunity to visit Max, subject to the potential owner being advised of the need for us to work together, not against each other; recognises a court may order destruction and that visits do not play out on social media;
- joint communication on any future outcome be explored;
- council and USPCA to continue to work closely on this case; and
- Based on these actions USPCA would consider withdrawing any threat of legal action against the council.

4.26 On 31 January 2025, the (former) Chief Executive of the USPCA wrote to the Acting Director of Environmental Services confirming that the USPCA is not pursuing a legal challenge against the council. This was acknowledged by the Acting Director on 3 February 2025 and it was asked if the USPCA was supportive of the council seeking a contingent destruction order, exemption process and re-homing subject to court approval. The Acting Director also advised that the council had no influence in respect of the potential new owner visiting the kennels and confirmed a visit had been arranged for the 4 February 2025. The kennelling provider facilitated a small number of visits and advised council at this time that these could no longer be supported due to site specific conditions including health and safety and infection control.

4.27 On 5 February 2025, Mr S Tumelty, solicitor for the applicant and potential future owner of Max (hereafter referred to as ‘the applicant’), wrote to the Chief Executive, LCCC, advising that he had submitted an application to the court which was due to be heard in February 2025. The matter was listed before District Judge, Rosie Watters on 13 February 2025, and junior counsel appeared on behalf of council. At this listing, the hearing was confirmed for 18 March with a number of areas being directed in advance which included the sharing of expert reports and the authors of the various expert reports to attend court on that date. This application was submitted under Articles 25 (C) of the Dogs (Northern Ireland) Order 1983. A similar application was submitted by council on 20 February 2025 for a Contingent Destruction Order to apply, with the ability to re-home Max subject to positive behaviour assessments. The ability of council to make this application in the context of the legislation as it was not the ‘owner’ of the dog was subject to lengthy interactions with our legal team and was a factor in contributing to the later submission of our application.

The applicant also wanted standing to be considered to provide her with rights over the dog. It was necessary to have this application heard first to determine ‘standing’ before the court could hear council’s application to confirm type.

Due to the legal argument around ‘standing’ the date set for listing (18 February) was abandoned and the proposed new date for the hearing set for 18 March 2025.

However, it was not until 3 April 2025, that the matter was listed for review in Lisburn Magistrates Court and 2 days set aside for the hearing on 28/29 May; that suited counsel and witnesses. The judge requested that 9 May should be used in the first instance to consider ‘standing’ although this date needed to be confirmed with Mr Tumelty.

The hearing for ‘standing’ did not take place until the 30 May which was approximately 3 months after the application was submitted. Only after this was determined was the council able to have its application heard regarding type.

4.28 The (former) Chief Executive of the USPCA resigned from the organisation on 6 February 2025.

4.29 On the 9 February 2025, the Acting Director of Environmental Services wrote to the Chairman of the USPCA advising of all former engagements with the (former) Chief Executive of the USPCA and reaffirmed the desire for a collaborative approach. Ongoing communication did take place with the chairperson of the USPCA and the interim officer assigned to cover the chief executive role. The Director of Environmental Services and Head of Service met with the new Chief Executive of the USPCA following her appointment on 10 September 2025 renewing this councils commitment to work in partnership.

4.30 At the hearing (30 May 2025) which was to consider ‘standing’ only, the barrister for the applicant raised a concern while setting out their position, alleging

that changes had been made to the Dog Wardens' reports which had been submitted to the courts. Counsel for LCCC argued that this had no relevance to the issue of 'standing' and would deal with the allegation in the formal court hearing regarding type, the date for which was yet to be set. The impact of this allegation in terms of media reporting, led to misinformation and disinformation in the public domain.

4.31 On 13 June 2025, the judge ruled that the applicant and potential future owner of Max did not have legal standing and the council's application to confirm type should be progressed.

4.32 On the 17 June 2025, the date for the council's application to be heard was agreed by the judge at Lisburn Magistrates Court for 23 September 2025. This date was set as it was the soonest time that all witnesses could be available and took into consideration the summer recess of the court. The total duration for the legal process from the council's application for type was lodged in February and heard in September and the applicant's application for standing was considered, was 8 months. It was not the desire of the council to have Max housed in kennels for this duration.

4.33 On 26 June, the applicant lodged a Notice of Appeal to the County Court requesting a stay of the appeal until after the substantive hearing takes place in September i.e. that the Court parks the appeal until the Court decides in respect of Max's type. Counsel for LCCC saw no merit to staying an appeal and allowing the substantive hearing to proceed in circumstances where the appellant was proposing that, if they did not like the outcome of the substantive hearing, they would then reactivate their appeal and, if successful in respect of it, have the substantive hearing run all over again. The applicant's solicitor, Mr Stephen Tumelty, was written to by the council's legal team advising that an objection is raised to any proposed stay of the appeal because the rationale for seeking a stay does not stand up to scrutiny. The appeal was subsequently withdrawn on 8 September 2025.

4.34 During June and July there was further interactions between Mr Tumelty and our legal team and the former applicant and management at the councils DAERA approved kennels, requesting visits to Max. The kennel management reiterated that such visits could not be facilitated due to site specific restrictions and ability of staff to supervise during the visits. This was outside of the control of council.

4.35 On 23 September 2025, the council's application on the following grounds was heard in Lisburn Magistrates Court:

- a) establish if Max is a banned type
- b) have his dangerousness considered
- c) rehome him with his new owner (the former applicant in this case) if he is deemed not to be a danger

At this juncture, full clarification was provided by counsel to the judge regarding the allegation of falsification of records by council officers. Under full disclosure, the court was provided with all copies of the examination sheets. One council officer had updated their original sheet with amends which reflected new information that had come to light between the date of assessment and the date the statement was submitted to the courts. The other council officer had copied the information across to a new examination sheet with amends including some wording in the 'any other comments' and 'temperament throughout assessment section'. Both copies were submitted to the courts. There were NO amends to the characteristics of the dog as assessed by the officers. All four assessors were called to give evidence to the court.

4.36 On 2 October 2025, the court ruled that 'Max' is a banned type but can be rehomed subject to compliance with a number of standard conditions, including being insured, microchipped, muzzled when outdoors, always to be exercised on a lead, kept in a secured environment and neutered. These conditions were reliant upon the new owner meeting them within 8 weeks. This is known as a Contingent Destruction Order and the previous applicant was named as the new owner on this document issued by the court.

4.37 Engagement with the new owner took place and with her consent, she was placed in contact with the relevant council officers in a different council area where the dog would be resident.

4.38 On 6 October 2025, Max was neutered by the vet to assist in compliance with one of the conditions of exemption. The vet recommended that he remain in the kennels for 10 days until the stitches were removed and a further assessment of his wellbeing undertaken. This was completed on 16 October and arrangements made with council officers to transfer Max to his new owner's care on 17 October 2025.

5.0 Public scrutiny and Social Media Lobby

5.1 This case attracted significant media attention, including a bespoke lobby, due to assessments which were carried out confirming that Max possessed a number of positive indicators identifying him as a Pit Bull Terrier Type.

5.2 At an early stage, the Communications team updated the website and developed Frequently Asked Questions, which were reviewed at regular intervals throughout the case. Members received briefings and emails at significant junctures.

5.3 While the council acknowledges the right of members of the public and charitable organisations to lobby on the basis of animal welfare and the council fully respects that right, there were instances where there were direct threats made to officers of the council, including threats to attack their homes, that caused considerable distress

and impacted on their physical and mental health. It undermined their personal integrity and professionalism. These instances were reported to the police.

5.4 All Elected Members received ongoing correspondence from external sources regarding the matter which is recognised as challenging for them especially since legal proceedings were ongoing and exemptions on disclosure of information applied. There is evidence of individual members appearing to support the lobby through attendance at court and social media posts which was challenging for officers managing staff who were overtly named in media sources and threats placed against their safety. There were misinformation and disinformation reported through the media from the commencement of the case.

5.5 There was approximately 150 Freedom of Information and Customer Care enquiries/complaints received which were responded to by council officers within the policy deadlines.

5.6 A significant element of the lobby in the initial weeks after Max was found and typed by council officers as a Pit Bull Terrier Type was his age and the assertion that he could not be accurately typed until at least nine months old. Council had sought advice from the Department for Environment, Food & Rural Affairs who confirmed in writing to the council that *‘currently there is no minimum age that a dog can lawfully be ‘typed’ by an expert.’*

6.0 Costs

The costs are broken down as follows:

Type	Amount
Legal Costs	£35,423.66 (up to 24 September 2025)
Kennelling	£9,518.50
Third Party Assessments including travel	£4,023.57
Behaviouralist	£3,967.20
Veterinary Care	£315.58
TOTAL	£53,248.51

7.0 Summary

There is a significant amount of information recorded in respect of this case. This report has aimed to outline a chronology of events that took place from Max was

seized as an abandoned dog until the conclusion of the court proceedings. It should be reiterated that it was never the intention of council for Max to be retained in kennels for this extended duration. During this period, we could not legally rehome the dog, either temporarily or permanently, as there is currently no provision for this in the legislation. The legal challenge did protract the process; council respects the right of individuals to legally challenge its decisions.

8.0 Key Outcomes/Learnings

As referenced, this case attracted significant media attention from the day that Max was found on the Comber Greenway in Dundonald through to the conclusion of the legal process. The query around who the legitimate keeper/owner of the dog was and the intervention of the USPCA meant that the dog was not euthanized in line with the provisions in the legislation at an early juncture. That said, as the case grew momentum and a vetted potential owner came forward, it was the intention of the council, subject to his dangerousness being carefully monitored, to put forward in its case, the desire for him to be re-homed with conditions.

This case was a precedent for the council, other local government authorities and indeed central government and there were several key outcomes and learnings which are noted and to be agreed as follows:

- registered keepers should remain liable for dogs that are microchipped in their name – this is despite the registered keeper in this case alleging that they sold Max to another person;
- the overarching principle was to protect the public and act in accordance with the legislation. Given the outcome in the court, this councils process and compliance were upheld thus confirming the courses of action taken were warranted;
- council's current guidelines state that to confirm type a '*second informed opinion is obtained to confirm the type of dog*'. In this case we ended up with four assessments of the dog, with the fourth assessment acting in contrary of the other three. This was a peculiarity when the legal team presented the council's case in court – it had full disclosure of all four assessments. Council officers were suitably trained to carry out these assessments and in any future case this should be sufficient to determine type. If an additional officer is required, this should, as far as possible, be carried out with permission by similarly trained officers from other councils;
- the judge praised the council in how it handled and presented the case and the professionalism of all four professional dog assessors. Reference in this

instance is to the council's officers who acted in accordance with the legislation in their assessments of Max;

- council to lobby the relevant government department for changes in Breed Specific Legislation (BSL) and areas that need amended to ease its interpretation;
- Officers to review internal guidelines in light of this case and subject to this review, continue to follow its own internal guidance in line with the legislation regarding stray dogs/banned breeds as a delegated function;
- Council's internal communications unit should be the primary source of information, internally and externally, regarding such matters;
- any amendments required to assessment documents after they have been completed must be initialled and dated;
- protection of staff and their safety should be paramount – all threats should be reported to police and support of the council unequivocal;
- formalise protocols with third party organisation eg USPCA for any future instances of this nature to ensure that engagement and partnership arrangements are streamlined;

PBT Examination Sheet

218

Officer conducting examination: [REDACTED]

Date: 13 Dec 2024

Start Time: 09:01

Reference Number: [REDACTED]

Location: AUTHORIZED COUNCIL KENNELS

Microchip: 981 020 057 747 524

Persons Present: [REDACTED]

Dogs Name: [REDACTED]

Spayed / Castrated / Unknown NO

Puppy / Young Adult / Adult

Weight: 17.5 kg

(Height to weight ratio is critical. The bigger the dog you have at the weight, the better your chances. Hence, stocky dogs with long bodies, heavy shoulders, and thick legs usually loose to taller, rangier opponents.)

Colour (A Pit bull can be any colour or combination of colours): BLUE MERLE

Marks / Scars (identification): N/A

Overall Appearance

Ideally should appear square:

Y/N YES

Height: 15 CMS Length: 14 CMS

(Point of shoulder to the point of the hip and top of the shoulder to the ground. This gives maximum leverage for his weight.)

Gait light and springy:

Y/N YES

Balanced in all directions (Too much of one thing could rob him of another):

Y/N YES

Head and Neck — 'The head varies more in the present day pit bull than any other part of the boy' / Too big a head simply carries more weight and increases the chances of having to fight a bigger dog. Too small a head is easily punished.

Head appear to be about two thirds width of the shoulders:

Y/N YES

25% wider at the cheeks than the neck at the base of the skull:

Y/N YES

Back of head to the stop should be about the same distance as from the stop to the tip of the nose:

Y/N YES

Measurements: OCCIPUT TO STOP 5 INCHES
STOP TO NOSE 14.25 INCHES

Head and Neck Cont.

Straight box like muzzle: Y/N YES

Well developed mandible (will not have much to do with biting power but will endure more punishment) Y/N YES

Wedge shaped when viewed from top: Y/N YES

OR

Wedge shaped when viewed from the side: Y/N YES

Bridge of the nose should be well developed which will make the area directly under eyes considerably wider than the head at the base of the ears: Y/N YES

Round when viewed from the front: Y/N YES

Deep Head (Depth from the top of the head to the bottom of the jaw is important) Y/N Not fully reviewed given age

Deep Jaw (Zygomatic arch to angular process which is an advantage in closing the mouth and keeping it closed): Y/N YES

Eyes elliptical from front: Y/N YES

Triangular from side: Y/N YES

Eyes Small: Y/N NO

Deep set: Y/N NO SLIGHTLY BUBBLES

Fairly long neck (Which enables the dog to reach its opponent) Y/N YES (for age)

Heavily muscled all the way up to the base of the skull: Y/N YES

Teeth

Meet at the front: Y/N NO SLIGHT UNDERBITE

Canines slip tightly together with upper falling behind lower: Y/N NO

Tight lipped (Tippy dogs continually fang themselves in a fight working greatly to their disadvantage): Y/N YES

Front End - First appearance of a heavy front as it must be capable of sustaining tremendous punishment

Shoulders a little wide than the ribcage at the 8th Rib: Y/N YES

(Too narrow does not support adequate musculature but too wide too wide a shoulder makes a dog slow and adds unnecessary weight)

Heavy and solid looking: Y/N YES

Front legs should appear twice as thick as the metatarsals at the hock: Y/N YES

Scapula at 45 degree from the ground: Y/N YES

Humerus equal angle the other way: Y/N YES

Forearm slightly longer than humerus: Y/N YES

Elbow is below the rib cage: Y/N YES

Elbow flat (Not elbows out e.g. a Bulldog as they are easily broken or dislocated): Y/N YES

Humerus running parallel to the spine: Y/N YES

Feet Small: Y/N YES

High on pasterns: Y/N YES

Back and Tail

Roached back appearance (hence the low set tail): Y/N YES

Deep rib cage: Y/N YES

Rib cage well sprung and tapering to the bottom: Y/N YES

Elliptical ribcage (Almost narrow is preferred to the round and barrel chested): Y/N YES

Tail is low set: Y/N YES

Tail is thick and tapering to a point: Y/N YES

Tail ends above the point of the hock? Y/N NO

Tail appears to look like a pump handle when relaxed: Y/N YES

Long or short coupled (Broad loin): Short/Long LONG

Back End — Drive train of any four legged animal. A bulldog does 80% of its work off his hips and back legs. First Appearance of a delicate back the most muscular

Broad Hip (Creates large surface for muscle attachment. 80% of work comes from hips & back legs):

Y/N YES

Long sloping hip

Y/N YES

(is most important. By its very length it gives leverage to the femur or thigh bone. A long sloping hip will give the dog a roached back appearance)

Femur (thigh bone) should be shorter than tibia (lower leg bone)

Y/N YES

Stifle joint in upper one third of the hind leg:

Y/N YES

Well bent stifle:

Y/N YES

Well bent hock:

Y/N YES

(Stifle and hock provides springiness for wrestling ability. They rely on these to control movement otherwise they will tire quickly as relying on muscle and will lose their wrestling ability)

Skin and Coat

Thick skin:

Y/N YES

Tight fitting:

Y/N YES

Loose around the neck and chest:

Y/N YES

Vertical folds:

Y/N YES

Short coat:

Y/N YES

Bristled coat:

Y/N YES

Any Other Comments:

YOUNG DOG (APPROX AGE GIVEN AS 5 MONTHS)
ALREADY SHOWING OBTUSE ANGLE TO THE STERNUM DEFEAT
EVEN ALLOWING FOR AGE

Temperament throughout assessment: NERVOUS AND UNCOMFORTABLE AT
TIMES AWAKED ALL EXAMINATION BUT DID MORE CONSISTENTLY
WHEN TAKING MEASUREMENTS

PBT Examination Sheet

222

Officer conducting examination: [REDACTED]

Date: 13 Dec 2024

Start Time: 09:01

Reference Number: [REDACTED]

Location: AUTHORIZED COUNCIL KENNELS

Microchip: 981 020 057 747 524

Persons Present: [REDACTED]

Dogs Name: [REDACTED]

Spayed / Castrated / Unknown NO

Puppy / Young Adult / Adult

Weight: 17.5 kg

(Height to weight ratio is critical. The bigger the dog you have at the weight, the better your chances. Hence, stocky dogs with long bodies, heavy shoulders, and thick legs usually loose to taller, rangier opponents.)

Colour (A Pit bull can be any colour or combination of colours): BLUE MERLE

Marks / Scars (identification): N/A

Overall Appearance

Ideally should appear square:

Y/N YES

Height: 15 CMS Length: 14 CMS

(Point of shoulder to the point of the hip and top of the shoulder to the ground. This gives maximum leverage for his weight.)

Gait light and springy:

Y/N YES

Balanced in all directions (Too much of one thing could rob him of another):

Y/N YES

Head and Neck — 'The head varies more in the present day pit bull than any other part of the boy' / Too big a head simply carries more weight and increases the chances of having to fight a bigger dog. Too small a head is easily punished.

Head appear to be about two thirds width of the shoulders:

Y/N YES

25% wider at the cheeks than the neck at the base of the skull:

Y/N YES

Back of head to the stop should be about the same distance as from the stop to the tip of the nose:

Y/N YES

Measurements: OCCIPUT TO STOP 5 INCHES
STOP TO NOSE 14.25 INCHES

Head and Neck Cont.

Straight box like muzzle: Y/N YES

Well developed mandible (will not have much to do with biting power but will endure more punishment) Y/N YES

Wedge shaped when viewed from top: Y/N YES

OR

Wedge shaped when viewed from the side: Y/N YES

Bridge of the nose should be well developed which will make the area directly under eyes considerably wider than the head at the base of the ears: Y/N YES

Round when viewed from the front: Y/N YES

Deep Head (Depth from the top of the head to the bottom of the jaw is important) Y/N Not fully reviewed given age

Deep Jaw (Zygomatic arch to angular process which is an advantage in closing the mouth and keeping it closed): Y/N YES

Eyes elliptical from front: Y/N YES

Triangular from side: Y/N YES

Eyes Small: Y/N NO

Deep set: Y/N NO SLIGHTLY BUBBLES

Fairly long neck (Which enables the dog to reach its opponent) Y/N YES (for age)

Heavily muscled all the way up to the base of the skull: Y/N YES

Teeth

Meet at the front: Y/N NO SLIGHT UNDERBITE

Canines slip tightly together with upper falling behind lower: Y/N NO

Tight lipped (flippy dogs continually fang themselves in a fight working greatly to their disadvantage): Y/N YES

Front End - First appearance of a heavy front as it must be capable of sustaining tremendous punishment

Shoulders a little wide than the ribcage at the 8th Rib: Y/N YES

(Too narrow does not support adequate musculature but too wide too wide a shoulder makes a dog slow and adds unnecessary weight)

Heavy and solid looking: Y/N YES

Front legs should appear twice as thick as the metatarsals at the hock: Y/N YES

Scapula at 45 degree from the ground: Y/N YES

Humerus equal angle the other way: Y/N YES

Forearm slightly longer than humerus: Y/N YES

Elbow is below the rib cage: Y/N YES

Elbow flat (Not elbows out e.g. a Bulldog as they are easily broken or dislocated): Y/N YES

Humerus running parallel to the spine: Y/N YES

Feet Small: Y/N YES

High on pasterns: Y/N YES

Back and Tail

Roached back appearance (hence the low set tail): Y/N YES

Deep rib cage: Y/N YES

Rib cage well sprung and tapering to the bottom: Y/N YES

Elliptical ribcage (Almost narrow is preferred to the round and barrel chested): Y/N YES

Tail is low set: Y/N YES

Tail is thick and tapering to a point: Y/N YES

Tail ends above the point of the hock? Y/N NO

Tail appears to look like a pump handle when relaxed: Y/N YES

Long or short coupled (Broad loin): Short/Long LONG

Back End — Drive train of any four legged animal. A bulldog does 80% of its work off his hips and back legs. First Appearance of a delicate back the most muscular

Broad Hip (Creates large surface for muscle attachment. 80% of work comes from hips & back legs):

Y/N YES

Long sloping hip

Y/N YES

(is most important. By its very length it gives leverage to the femur or thigh bone. A long sloping hip will give the dog a roached back appearance)

Femur (thigh bone) should be shorter than tibia (lower leg bone)

Y/N YES

Stifle joint in upper one third of the hind leg:

Y/N YES

Well bent stifle:

Y/N YES

Well bent hock:

Y/N YES

(Stifle and hock provides springiness for wrestling ability. They rely on these to control movement otherwise they will tire quickly as relying on muscle and will lose their wrestling ability)

Skin and Coat

Thick skin:

Y/N YES

Tight fitting:

Y/N YES

Loose around the neck and chest:

Y/N YES

Vertical folds:

Y/N YES

Short coat:

Y/N YES

Bristled coat:

Y/N YES

Any Other Comments:

YOUNG DOG (APPROX AGE GIVEN AS 5 MONTHS)
ALREADY SHOWING OBTUSE ANGLE TO THE STERNUM DUE TO
EVEN AWAKING FOR AGE

Temperament throughout assessment: NERVOUS AND UNCOMFORTABLE AT
TIMES AWAKED ALL EXAMINATION BUT DID MORE CONSISTENTLY
WHEN TAKING MEASUREMENTS

PBT Examination Sheet

Officer conducting examination [REDACTED]

Date: 16/12/24 Start Time: 14:15 END TIME 14:40
 Reference Number: Location: Care provider
 Microchip:
 Persons Present:

Dogs Name: UEN Dog / Bitch DOG
 Spayed / Castrated / Unknown NO Puppy / Young Adult / Adult
 Weight: 17.5kg.
(Weight to weight ratio is critical. The bigger the dog you have at the weight, the better your chance. Heavy, stocky dogs with long backs, heavy shoulders, legs usually have to take, rather than give.)
 Colour (A.P.P. 2011 (can be any colour or combination of colours): Blue Heeler
 Marks / Scars (identification):

Overall Appearance
 Ideally should appear square: Y/N
 Height: 15in Length: 15in.
(Point of shoulder to the point of the hip and top of the shoulder to the ground. This gives maximum leverage for his weight)
 Gait light and springy: Y/N
 Balanced in all directions (too much of one thing could rub him of another): Y/N

Head and Neck — The head varies more in the present day pit bull than any other part of the body / Too big a head simply carries more
increases the chances of having to fight a bigger dog. Too small a head is easily punished.
 Head appear to be about two thirds width of the shoulders: Y/N
 25% wider at the cheeks than the neck at the base of the skull: Y/N
 Back of head to the stop should be about the same distance as from the stop to the nose: 5in — 6in. Y/N
 Measurements:

Back End — three main of dog four legged animal. It building three sets of the joints off the hip and back legs from appearance of a balanced back end and one good shoulder.

Broad hip (Crosses legs to allow for muscle attachment. Sets of short bones from right & left legs) ☒ Y/N

Long sloping hip ☒ Y/N

In most important, by its very length it gives leverage to the femur or thigh bone. A long sloping hip also gives the dog a rounded back appearance.

Femur (thigh bone) should be shorter than tibia (lower leg bone) ☒ Y/N

Stifle joint in upper one third of the hind leg: ☒ Y/N

Well bent stifle: ☒ Y/N

Well bent hock: ☒ Y/N

Heels and hock provides springiness for wrestling ability. They rely on these to control movement otherwise they will be prone to rearing on their hind end and will be more wrestling ability.

Skin and Coat

Thick skin: ☒ Y/N

Tight fitting: ☒ Y/N

Loose around the neck and chest: ☒ Y/N

Vertical folds: ☒ Y/N

Short coat: ☒ Y/N

Bristled coat: ☒ Y/N

Any Other Comments: ^{approx}
 Dog is 5 months old and still in puppy stages of life with plenty of growing still to do.

Temperament throughout assessment:
 Dog was even tempered throughout although bouncy & excitable.

Time Concluded: 2:40pm

[Redacted Signature]

Ref. _____

Head and Neck Cont.

Straight box like muzzle: ☒ Y/N

Well developed mandible (without having much to do with being power but with short strong jawbone): ☒ Y/N

Wedge shaped when viewed from top: ☒ Y/N

OR

Wedge shaped when viewed from the side: ☒ Y/N

Bridge of the nose should be well developed which will make the area directly under eyes considerably wider than the head at the base of the ears: ☒ Y/N

Round when viewed from the front: ☒ Y/N

Deep Head (Depth from the top of the head to the bottom of the jaw is important): ☒ Y/N

Deep jaw (Openness such to angular process which is an advantage in closing the mouth and holding it closed): ☒ Y/N

Eyes elliptical from front: ☒ Y/N

Triangular from side: ☒ Y/N

Eyes Small: ☒ Y/N

Deep set: ☒ Y/N

Fairly long neck: (With sudden change to reach its shoulder): ☒ Y/N

Heavily muscled all the way up to the base of the skull: ☒ Y/N

Teeth

Meet at the front: ☒ Y/N *overshot*

Canines slip tightly together with upper falling behind lower: ☒ Y/N *low*

Tight lipped (lips dogs constantly keep themselves in a tight working greatly to their disadvantage): ☒ Y/N *But happy*

	Ref.
Front End - First appearance of a heavy front as if used for work of carrying tremendous weight	
Shoulders a little wider than the ribcage at the 8 th Rib:	☒ Y ☐ N
(The narrow chest not support adequately the weight but legs wide apart as a pro. four makes a big difference with unnecessary weight)	
Heavy and solid looking:	☒ Y ☐ N
Front legs should appear twice as thick as the metatarsals at the hock:	☒ Y ☐ N
Scapula at 45 degree from the ground:	☒ Y ☐ N
Humerus equal angle the other way:	☒ Y ☐ N
Forearm slightly longer than humerus:	☒ Y ☐ N
Elbow is below the rib cage:	☒ Y ☐ N
Elbow flat (not elbow out e.g. a bulging at there are easily broken or dislocated):	☒ Y ☐ N
Humerus running parallel to the spine:	☒ Y ☐ N
Feet Small:	☒ Y ☐ N
High on pasterns:	☒ Y ☐ N
Back and Tail	
Roached back appearance (curves the low set tail):	☒ Y ☐ N
Deep rib cage:	☒ Y ☐ N
Rib cage well sprung and tapering to the bottom:	☒ Y ☐ N
Elliptical ribcage (Rounder is preferred to the round and barrel shaped):	☒ Y ☐ N
Tail is low set:	☒ Y ☐ N
Tail is thick and tapering to a point:	☒ Y ☐ N
Tail ends above the point of the hock?	☒ Y ☐ N
Tail appears to look like a pump handle when relaxed:	☒ Y ☐ N
Long or short coupled (Broad loin):	Short ☒ Long ☐

PBT Examination Sheet

230

Officer conducting examination: [REDACTED]

Date: 16/12/24

Start Time: 14:15

END TIME
14:40

Reference Number:

Location: Care provider

Microchip: 981020057747564

Persons Present:

Dogs Name: UEN - MAX

Dog / Bitch DOG

Spayed / Castrated / Unknown NO

Puppy / Young Adult / Adult

Weight: 17.5kg.

(Height to weight ratio is critical. The bigger the dog you have at the weight, the better your chances. Hence, stocky dogs with long bodies, heavy shoulders, and legs usually loose to taller, rangier opponents)

Colour (A Pit bull can be any colour or combination of colours): Blue Merle

Marks / Scars (identification):

Overall Appearance

Ideally should appear square:

Height: 15in Length: 15in

Y/N Yes

(Point of shoulder to the point of the hip and top of the shoulder to the ground. This gives maximum leverage for his weight)

Gait light and springy:

Y/N

Balanced in all directions (Too much of one thing could rob him of another):

Y/N

Head and Neck — The head varies more in the present day pit bull than any other part of the body / Too big a head simply carries more weight and increases the chances of having to fight a bigger dog. Too small a head is easily punished.

Head appear to be about two thirds width of the shoulders:

Y/N

25% wider at the cheeks than the neck at the base of the skull:

Y/N

Back of head to the stop should be about the same distance as from the stop to the tip of the nose: 5in - 4in

Y/N

Measurements:

Head and Neck Cont.

Straight box like muzzle:

Y/N

Well developed mandible (will not have much to do with biting power but will endure more punishment)

Y/N

Wedge shaped when viewed from top:

Y/N

OR

Wedge shaped when viewed from the side:

Y/N

Bridge of the nose should be well developed which will make the area directly under eyes considerably wider than the head at the base of the ears:

Y/N

Round when viewed from the front:

Y/N

Deep Head (Depth from the top of the head to the bottom of the jaw is important)

Y/N

Deep Jaw (Zygomatic arch to angular process which is an advantage in closing the mouth and keeping it closed):

Y/N

Eyes elliptical from front:

Y/N

Triangular from side:

Y/N

Eyes Small:

Y/N

Deep set:

Y/N

Fairly long neck (Which enables the dog to reach its opponent)

Y/N

Heavily muscled all the way up to the base of the skull:

Y/N

Teeth

Meet at the front:

Y/N Overshot

Canines slip tightly together with upper falling behind lower:

Y/N Jaw on bottom

Tight lipped (Lippy dogs continually fang themselves in a fight working greatly to their disadvantage):

Y/N Bit lippy.

Front End - First appearance of a heavy front as it must be capable of sustaining tremendous punishment

Shoulders a little wide than the ribcage at the 8th Rib:

Y/N

(Too narrow does not support adequate musculature but too wide too wide a shoulder makes a dog slow and adds unnecessary weight)

Heavy and solid looking:

Y/N

Front legs should appear twice as thick as the metatarsals at the hock:

Y/N

Scapula at 45 degree from the ground:

Y/N

Humerus equal angle the other way:

Y/N

Forearm slightly longer than humerus:

Y/N

Elbow is below the rib cage:

Y/N

Elbow flat (Not elbows out e.g. a Bulldog as they are easily broken or dislocated):

Y/N

Humerus running parallel to the spine:

Y/N

Feet Small:

Y/N

High on pasterns:

Y/N

Back and Tail

Roached back appearance (hence the low set tail):

Y/N

Deep rib cage:

Y/N

Rib cage well sprung and tapering to the bottom:

Y/N

Elliptical ribcage (Almost narrow is preferred to the round and barrel chested):

Y/N

Tail is low set:

Y/N

Tail is thick and tapering to a point:

Y/N

Tail ends above the point of the hock?

Y/N

Tail appears to look like a pump handle when relaxed:

Y/N

Long or short coupled (Broad loin):

Short/Long

Ref:

Back End — Drive train of any four legged animal. A bulldog does 80% of its work off his hips and back legs. First Appearance of a delicate back but the most muscular

Broad Hip (Creates large surface for muscle attachment. 80% of work comes from hips & back legs):

Y/N

Long sloping hip

Y/N

(is most important. By its very length it gives leverage to the femur or thigh bone. A long sloping hip will give the dog a roached back appearance)

Femur (thigh bone) should be shorter than tibia (lower leg bone)

Y/N

Stifle joint in upper one third of the hind leg:

Y/N

Well bent stifle:

Y/N

Well bent hock:

Y/N

(Stifle and hock provides springiness for wrestling ability. They rely on these to control movement otherwise they will tire quickly as relying on muscle and will lose there wrestling ability)

Skin and Coat

Thick skin:

Y/N

Tight fitting:

Y/N

Loose around the neck and chest:

Y/N

Vertical folds:

Y/N

Short coat:

Y/N

Bristled coat:

Y/N

Any Other Comments:

approx
Dog is 8 mths old and still in puppy
stages of life with plenty of growing
still to do.

Temperament throughout assessment:

Dog was even tempered throughout although
bouncy & excitable.

Time Concluded: 2.40pm.

Signature:

[Redacted Signature]

[REDACTED]
[REDACTED] ut
assessments on a dog known as MAX

To assist me with the identification of MAX I used the conformation standard of the American Dog Breeders Association, [REDACTED]
[REDACTED]

In this case Lord Justice Glidewell noted the distinction between breed and type and stated, "if it were intended that it should refer to a particular breed, there would have been no difficulty in referring to a particular breed saying, "any American Pit Bull Terrier", even though that breed is not accepted by the British Kennel Club. We therefore find that the meaning of the Concise Oxford English Dictionary is appropriate-a general meaning not a technical one. The words mean that a dog "of the type known as a pit bull terrier" is an animal approximately amounting to, near to, having a substantial number of characteristics of the pit bull terrier".

This confirmation standard was written by Ralf Greenwood in 1976 and was published in the Pitt Bull Gazette, Volume 1, Issue 3 in 1977.

MAX was assessed and found to have substantial characteristics of the Pitt bull type and are banned breed dog's contrary to section 1 of the dangerous dog's act 1991.

During the assessment I completed an assessment sheet and took photographs of MAX which are exhibited as follows: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PIT BULL EXAMINATION

DATE: [REDACTED]

NAME: MAX.

TIME: [REDACTED]

MICROCHIP: 981 020 057 747 564

TATTOO: ☒ Y/N

PERSONS PRESENT:

FIRST IMPRESSION: PBT. Male.

TALL AND RANGY: ☒ Y/N for Age AND Size

ESTIMATED AGE: ☒ PUPPY / ☐ ADOLESCENT / ☐ YOUNG ADULT / ☐ ADULT

WEIGHT:

GENERAL CONDITION: Good Condition.

IN MY OPINION THE DOG
MAX IS OVER 6 MONTHS
OLD AND THEREFORE CAN
BE FORMALLY ASSESSED

SEX: ☒ MALE / ☐ FEMALE SPEYED / ☐ CASTRATED / ☐ UNKNOWN COMPLETE.

COLOUR: Blue Merle.

MARKINGS: White Blaze Neck / Chest
White Marks on Front Paws

SCARS: No Visible Marks / Scars.

MEASUREMENTS TAKEN AS DOG MOVING ABOUT.

HEAD

NOSE TO STOP: 5" APPROX STOP TO OCCIPUT: 4" APPROX - THIS IS A FAULT
AS THERE SHOULD BE EQUAL

SHAPE: FROM: FRONT: Round SIDE: WEDGE TOP: WEDGE.

DEEP JAW (ZYGOMATIC ARCH TO ANGULAR PROCESS) ☒ Y/N

DEEP FROM THE TOP OF THE HEAD TO THE BOTTOM OF THE JAW ☒ Y/N

BROAD AREA UNDER EYES WIDER THAN HEAD AT BASE OF EARS: ☒ Y/N

} For All of Dog
These Features
Conform To The
Standard -

BOXLIKE MUZZLE: ☒ Y/N

BRIDGE OF NOSE WELL DEVELOPED: ☒ Y/N

HEAD TO SHOULDER RATIO APPROX TWO THIRDS:

CHEEKS 25% WIDER THAN NECK AT BASE OF THE SKULL

} Visually on Viewing
Dog Confirms To The
Standard.

LIPS: TIGHT LIPPY / SLIGHTLY / VERY

EARS SET LOW MEDIUM / HIGH

CARRIAGE:

EYES: SMALL Y/N DEEP SET: Y/N

ELLIPTICAL: Y/N

TRIANGULAR FROM SIDE: Y/N

NOSE: RED / BLACK / OTHER

TEETH: EVEN SCISSOR Slightly / UNDERSHOT / OVERSHOT

UPPER CANINES SLIPPING BEHIND LOWER: Y/N

TEETH CONDITION: WHITE / STAINED

ANY MISSING: None / None / MISSING

BODY: MEASUREMENTS ARE APPROX DUE TO DOG MOVING AROUND.
SHOULDER TO HIP: 15" APPROX HEIGHT TO WITHERS: 15" APPROX.

NECK: Long / MEDIUM / SHORT

HEAVILY MUSCLED: Yes for ACB / KENT DURING ASSESSMENT

SHOULDERS: WELL DEVELOPED: Y/N

GOOD ANGULATION Y/N

WIDER THAN RIBCAGE AT 8TH RIB Y/N

SCAPULA BROAD AND FLAT: Yes

CHEST: ELLIPTICAL: Y/N WELL SPRUNG: Y/N DEEP: Y/N

FORELEGS STRAIGHT: Y/N ELBOWS: Y/N OUT BELOW RIBCAGE: Y/N

IN MY OPINION
KUBIS IS WELL
WITH RIBCAGE

COUPLING: LONG / SHORT For DURING ASSESSMENT

BROAD HIP: Y/N for ACB APPEARS TO CONFORM.

HIND LEGS: STIFLE IN UPPER THIRD: Y/N WELL BENT STIFLE: Y/N - VIEWED DURING ASSESSMENT.

WELL BENT HOCK: Y/N

FRONT LEG TO REAR LEG RATIO: 2:1 Y/N VISUALLY APPEARS TO BE A 2:1 RATIO.

ROACHED BACK: Y/N VIEWED DURING ASSESSMENT

LONG SLOPING HIP: Y/N VIEWED DURING ASSESSMENT

FOREARM ONLY SLIGHTLY LONGER THAN HUMERUS:

Y/N VISUALLY FOREARM
APPEARS SLIGHTLY LONGER THAN
HUMERUS.



TAIL: LOW SET: ☒ N TAPERED ☒ N PUMP HANDLED: ☒ N

TAIL LENGTH ABOVE POINT OF HOCK: ☒ N

ALL VIEWS DURING
ASSESSMENT.

COAT: SINGLE: ☒ N BRISTLED: ☒ N SHORT: ☒ N VIEWS AND FEEL
DURING ASSESSMENT.

SKIN: TIGHT FITTING: ☒ N ELASTIC AROUND NECK: ☒ N
THICK OR THIN SKINNED: THICK, VERTICAL FOLDS: FOLDS VIEWS AROUND
NECK AND CHEST
AREA.
PAWS: SMALL / MEDIUM / LARGE HIGH ON PASTERNS: ☒ N

VIEW ON PASTERNS VIEWS DURING
ASSESSMENT.

GAIT: ATHLETIC: ☒ N SPRINGY: ☒ N

BALANCED IN ALL DIRECTIONS ☒ N VIEWS WHEN DOG MOVING FORWARD DURING
ASSESSMENT.

TEMPERAMENT: GOOD / POOR / NERVOUS / AGGRESSIVE

TIME EXAM CONCLUDED: 1850

OTHER COMMENTS:

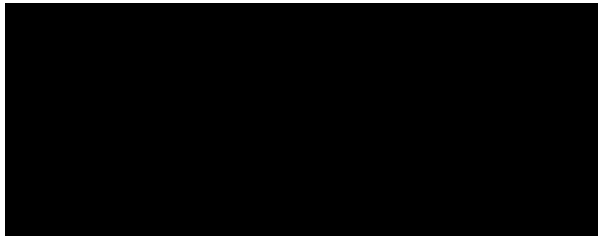
THERE ARE FAULTS WITH THIS DOG WITH THE
HEAD BUT CONFIRMATION STATES REGARDING
THIS TYPE OF DOG:

COMPLETED

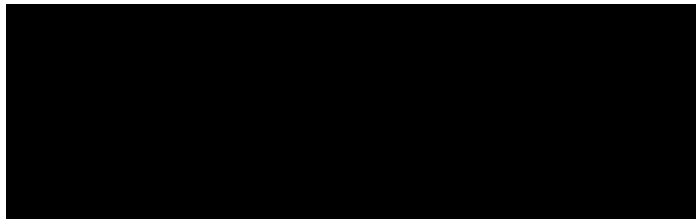
"THE HEAD VARIES MORE IN THE
PRESENT DAY PIT BULL MORE THAN ANY OTHER
PART OF THE BODY".

THIS DOG HAS SUBSTANTIAL CHARACTERISTICS OF THE
PIT BULL TYPE AND IS .50 A DESIGNATED BANNED
TYPE DOG CONTRARY TO SECTION 1 OF THE DDA 1991.





Expert report and opinion regarding the breed type and behaviour of a dog called Max.



22nd January 2025



Contents	Page
Statement of compliance and truth.....	3
Qualifications and Experience.....	5
Introduction.....	8
Documents Supplied.....	8
Details of the Case.....	8
Determination of Breed Type.....	8
Examination	10
History of Max.....	13
Conformational Analysis.....	14
Conclusion and Opinion.....	20
References.....	21

Addenda

Photographs HJH/3 to HJH/5

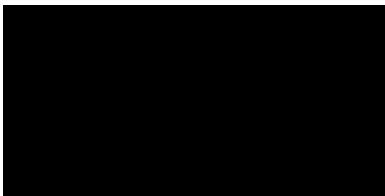
Figure 1 Dog Conformation Comparison

Statement of compliance and truth.

■ [REDACTED]

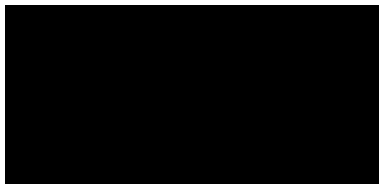
- I understand that my duty is to help the court to achieve the overriding objective by giving independent assistance by way of objective unbiased opinion on matters within my expertise, both in preparing reports and giving oral evidence. I understand that this duty overrides any obligation to the party by whom I am engaged or the person who has paid or is liable to pay me. I confirm that I have complied with and will continue to comply with that duty.
- 1.02** I confirm that I have not entered into any arrangement where the amount or payment of my fees I in any way dependent on the outcome of the case.
- 1.03** I know of no conflict of interest of any kind, other than any which I have disclosed in my report.
- 1.04** I do not consider that any interest which I have disclosed affects my suitability as an expert witness on any issues on which I have given evidence.
- 1.05** I will advise that party by whom I am instructed if, between the date of my report and the trial, there is any change in circumstances which affect my answers to points 3 and 4 above.
- 1.06** I have shown the sources of all information I have used.
- 1.07** I have exercised reasonable care and skill in order to be accurate and complete in preparing this report.
- 1.08** I have endeavoured to include in my report those matters, of which I have knowledge or of which I have been made aware, that might adversely affect the validity of my opinion. I have clearly stated any qualifications to my opinion.
- 1.09** I have not, without forming an independent view, included or excluded anything which has been suggested to me by others including my instructing lawyers.
- 1.10** I will notify those instructing me immediately and confirm in writing if for any reason my existing report requires any correction or qualification.

- 1.11** I understand that: my report will form the evidence to be given under oath or affirmation; the court may at any stage direct a discussion to take place between experts; the court may direct that. Following a discussion between the experts, a statement should be prepared showing those issues which are agreed, together with the reasons; I may be required to attend court to be cross-examined on my report by a cross-examiner assisted by an expert. I am likely to be the subject of public adverse criticism by the judge if the Court concludes that I have not taken reasonable care in trying to meet the standards set out above.
- 1.12** I have read part 19 of the Criminal Procedure Rules and I have complied with its requirements.
- 1.13** I confirm that I have acted in accordance with the Code of Practice for Experts



Date: 22nd January 2025

I confirm that the contents of this report are true to the best of my knowledge and belief and I make this report knowing that, if it is tendered in evidence, I would be liable to prosecution if I have wilfully stated anything which I know to be false or that I do not believe to be true. (Criminal Procedure Rules, r. 16.2; Criminal Justice Act 1967, s. 9)



Date: 22nd January 2025

Qualifications and Experience

2.01 I am [REDACTED], a forensic canine behaviourist. I hold a BSc (Hons) Canine Behaviour Management from the University of Hull. I am an associate certified member of the International Association of Animal Behaviour Consultants and a full member of the Pet Professionals Guild.

2.02 I was a [REDACTED] from 1990 to 1993, then transferring to [REDACTED] where I served until my [REDACTED]. [REDACTED] investigating serious offences, spending several years working on a child protection unit investigating and managing complex cases.

2.03 I have worked with dogs for 17 years. After initially working as a [REDACTED], where I handled excess of 1000 dogs, I began the study of Canine Behaviour. In 2014 I achieved a Diploma in Canine Behaviour and Management (Dip CBM) through Compass Education. I then completed a BSc (Hons) in Canine Behaviour Management at the University of Hull, graduating with first class honours in 2020. I also hold a Certificate in Canine Anatomy and Physiology.

2.04 I am currently in the final stages of completing my PhD research at the [REDACTED]; the subject of my research is the development of a tool for the assessment of risk of human directed aggression in dogs. My doctoral research has involved extensive study, over a four-year period, of risk factors for human directed dog bites. As a result, I have developed an in-depth understanding of the evidence for risk factors and the assessment of dog bite risk.

2.05 In addition to my research in the field of human directed dog aggression, I undertake further continued professional development, I have completed a number of additional courses including IAABC accredited Forensics of Aggression and Aggression in Dogs Master Course and attend conferences and seminars on a

regular basis including Dog Law for Professionals and The Aggression in Dogs Annual Conference.

2.06 In 2016 I began providing one to one dog training sessions and, presently I am a practicing Canine Behaviour Consultant providing behaviour consultations for pet owners experiencing problematic behaviours in their dogs across North Wales and Cheshire.

2.07 I have experience with working with dogs of both Pit Bull Type and game bred American Pit Bull Terriers from a dog fighting background in the USA. I have spent time studying the conformation and behaviour of both cross-bred pit bull type dogs and American Pit Bull Terriers, visiting Los Angeles Animal Services dog shelters, in particular South Los Angeles Shelter (Chesterfield Square) and North Central Shelter. Los Angeles Animal Services take in over 20,000 dogs per year, a large proportion being of pit bull type.

2.08 In May 2024 I spent time in my capacity as a canine behaviourist at a federal facility in the USA where animals seized from alleged dog fighting rings are held pending court proceedings. The dogs at this facility are predominantly game bred American Pit Bull Terriers; at the time of my visit there were approximately 300 dogs housed on site. I carried out some behaviour modification work with some of these dogs for the process of their rehabilitation.

2.09 I have shadowed a show judge of ADBA and UKC American Pit Bull Terriers in Ireland, observing in the show ring and gaining a further understanding of points of conformation and behaviour of the American Pit Bull Terrier and other bull breed dogs. I have handled large numbers of American Bully XL type dogs during legal assessments and in private practice. I have been instructed nationally to carry out breed type assessments of pit bull type and American Bully XL type dogs for a number of large organisations including Dogs Trust, the RSPCA, SSPCA and Edinburgh Dog and Cats Home.

2.07 I have experience working with street dogs in Tamil Nadu, India, with the Integrated Animal Care Centre charity assisting with a capture, vaccinate and release program. I have worked with The Cameron Dog Foundation in Sri Lanka and with fearful dogs rescued from the streets of Spain. I continue to work as a behaviourist on a voluntary basis with the Galgos del Sol rescue in Murcia, Spain.

2.08 I have provided training on the topic of canine behaviour and welfare to Greater Manchester Police Dog Training School, I am a guest lecturer at Bishop Burton College, The University of Lincoln, and Wrexham University and am a speaker at animal behaviour conferences internationally. I provide dog bite education to children in local schools and community groups throughout Flintshire.

2.09 I am listed in the UK Register of Expert Witnesses, I have been instructed as an expert by both prosecution and defence, and my expert evidence in respect of breed type and behaviour has been accepted in both criminal and civil matters. I have examined in excess of 300 dogs for legal matters including cases involving life changing injuries and fatality. I have also been instructed by claimant, defendant and as a single joint expert in civil personal injury matters.

Introduction

3.01 On 21st January 2025 I was instructed by Lisburn and Castlereagh City Council to carry out an assessment of the breed type and behaviour of a dog in their care and provide my opinion and an expert report in this respect.

Details of the case

4.01 The dog in question is named Max. Max was found as a stray on 6th December 2024 and taken to a veterinary practice where he remained for 4 days before being handed to enforcement officers at Lisburn and Castlereagh City Council. Max was assessed by officers as being of pit bull type and has remained in kennels in the care of the council.

Documents supplied

5.01 I have received no documentation in respect of this matter.

Determination of Breed Type

6.01 Under Section 1 of the Dangerous Dogs Act 1991, S1(1)(a) applies to any dog that is deemed to be of 'pit bull terrier type.' The standard that should be applied in establishing whether a dog is of pit bull type, as specified by R v Knightsbridge Crown Court, ex parte Dunne; Brock v DPP (1993), states that the dog should substantially conform to the standard set for the breed by the American Dog Breeders Association. The standard consists of both anatomical and behavioural characteristics which the court are entitled to consider. For my assessment I refer to the breed standard as published in the Pit Bull Gazette Vol.1 Issue 3, 1977 and the current American Dog Breeders Association breed standard for the American Pit Bull Terrier which was revised in 2015. The American Dog Breeders Association breed standard was intended to be used to judge dogs in the show ring and not to establish breed type.

6.02 The American Pit Bull Terrier has been a prohibited breed in the UK since 1991, and as such, the majority of the dogs that are subject of court proceedings are likely to be cross breeds. It is entirely possible that in a litter of cross bred puppies some of those puppies may be of pit bull type, and some may not. As an illustration, in a breeding between a Labrador and a spaniel, some puppies may appear more like a Labrador and some more like a spaniel with varying degrees in between. Section 1 of the Dangerous Dogs Act 1991 refers to dogs of prohibited type and does not refer to any “dangerous” behaviour by the dog concerned.

6.03 My assessment of breed type involves an overall visual assessment and measurement of several features of the dog’s anatomy where possible, using callipers and soft and rigid tape measures. The purpose of these measurements is to be able to establish certain ratios of anatomical features in relation to each other that are specified within the breed standard. Where it is not possible to take measurements, my opinion is based upon a visual assessment made at the time and examination of the video recording and any photographs taken at the time of the assessment.

6.04 Using my experience of working with, and examining, game bred American Pit Bull Terriers in the United States, I make a visual assessment of whether the dog appears to possess a substantial number of characteristics of an American Pit Bull Terrier; in simple terms does the dog look like an American Pit Bull Terrier? The use of measurement is then applied to confirm whether the dog does or does not possess the characteristics listed in the breed standard. Using measurement in addition to a visual appraisal provides a comprehensive and accurate assessment of a dog.

6.05 Given that a great number of dogs of differing breeds possess many of the characteristics specified in the breed standard of the American Pit Bull Terrier, it is essential that consideration be given to the number of characteristics required to set the dog apart from other breeds. Figure 1. in the addenda to this report illustrates the similarities that may occur between breeds that are considered prohibited and

those that are not. It demonstrates the similarities in body conformation between a boxer dog (not a prohibited breed) and an American Pit Bull Terrier. It is my opinion that to avoid confusing other breeds that were not intended to be subject of this act, a substantial number of characteristics, as stated in the legislation, should be at least two thirds of those specified in the breed standard of the American Pit Bull Terrier.

Examination

7.01 On 22nd January 2025 I attended an assessment area designated by Lisburn and Castlereagh City Council where I carried out an examination of a dog known as Max. I recorded the assessment using a Panasonic HC- V380 video camera. I produce copies of this video as exhibit [REDACTED]. I took several photographs of Max on my iphone and I produce these as exhibits [REDACTED]

7.02 Prior to the assessment I asked staff who had been caring for Max whether he had had any health or behavioural problems and about his disposition in general. I was informed that there had been no concerns regarding Max's behaviour or health. Max has displayed no sign of aggression toward people or animals during his time in kennels.

7.03 Max is a male, 9-month-old, unneutered, merle coloured, bulldog cross. He appeared to be in good physical health, he had bright eyes and a glossy coat. During the assessment I scanned Max for a microchip and chip number 981020057747564 was detected. It is important to note that as Max is 9 months old it is possible that he may still have some growing to do. It is not possible to accurately make an assessment of breed type in dogs who have not reached physical maturity which for a medium sized dog (the pit bull terrier is medium sized) is a minimum of 9 months old. Max is a small dog and as such it is likely that his long bones are fully formed though this cannot be guaranteed.

7.04 An animal welfare officer handled Max for me during the assessment. Max was brought into the assessment area by a member of staff. He displayed some indicators

of anxiety, he carried himself low to the ground, his ears were back and there was some tension in his head (Aloff, 2006). Max showed no sign of aggression and when offered a treat he took it gently from my hand. I stroked him on his head and body and though clearly experiencing some anxiety he appeared to enjoy the physical interaction. Max rolled onto his back exposing his belly, this is an appeasement behaviour often seen when dogs are feeling uncomfortable (Aloff, 2006).

7.05 I carried out a full set of measurements from Max, this is an invasive process involving a considerable amount of close handling. Max showed no sign of aggression during this examination.

7.06 I carried out a number of behaviour tests with Max. I asked Max to sit and give a paw, he performed both of these behaviours on command demonstrating his trainability. To assess Max's play style and for signs of toy guarding behaviour I engaged him in play with a tennis ball and a squeaky fluffy toy. He played with the toys appropriately and in a style typical of his breed type and showed no sign of aggression or indication that he would guard toys.

7.07 I assessed Max's response to having food removed from him by offering him a bowl of chicken and as he began to eat the food I removed the bowl from him. I then returned the bowl to him to allow him to eat again and as he ate I stroked his body. He showed no sign of aggression or gave any indication that he might guard food.

7.08 I assessed Max's response to startle by dropping a metal food bowl onto the concrete floor close to Max, though startled he showed no sign of aggression. To assess Max's response to novel objects I opened an umbrella close to Max, he startled at the umbrella but showed no sign of aggression and investigated it after the initial startle.

7.09 I assessed Max's response to other dogs by placing a stuffed dog in the assessment area while Max was distracted by the Animal Welfare Officer, when Max saw the artificial dog he approached it rather enthusiastically, knocking it over when

he reached it. He then sniffed its genital area and moved away from the dog appearing disinterested in its presence. Max displayed normal behaviour for a dog of his age (O’Heare, 2007).

7.10 The use of artificial dogs in behaviour assessments is common, as the use of real stooge dogs is often impractical or inappropriate on welfare grounds. Research has demonstrated that friendly responses to artificial dogs are consistent with those demonstrated to real dogs, but fear and aggressive responses may not be as accurate and are more likely to occur in the presence of an artificial dog. This is likely to be as a result of the lack of calming signals provided by the artificial dog (Rugaas, 2005; Shabelansky et al., 2015). In recent studies comparing dog’s responses when presented with real dogs compared to fake dogs, similar responses and coping styles when presented with an artificial dog were seen as when presented with a real dog in populations of shelter dogs and dogs from a fighting background. (Reid et al., 2022; Barnard et al., 2019). It is important to understand that when using artificial dogs in assessments, the response of the dog being assessed should be interpreted appropriately. It is the initial approach to the artificial dog that is of relevance. The dog’s body language and means of approach, for example arousal, excitement or stalking, provide an indication of how the dog would behave when seeing a real dog. At the point that the dog reaches the artificial dog and sniffs it, especially when the stuffed dog falls to the floor, it is apparent that it is a toy, and as such, the dog is likely to interact with it as it would with any other stuffed toy. It should also be noted that the responses to artificial dogs in assessments should not be used in isolation as the only diagnostic tool when considering whether a dog is likely to be reactive to other dogs. The test provides an indication based upon the initial response, but must be interpreted appropriately, and considered alongside a previous behavioural history wherever possible (Barnard et al., 2019). There are no reports of Max displaying aggression towards other dogs during his time in kennels. I was informed by the officers present at the assessment that the previous owner of Max had reportedly no longer wanted Max as there was conflict between Max and another dog in the home, however, the instigator of the conflict is unknown.

7.11 I assessed Max's tolerance for frustration by offering Max a piece of chicken and repeatedly removing it from him before he could take it. I then held the chicken in my closed fist in front of his nose before giving it to him. He showed no sign of aggression and waited patiently to receive the food, demonstrating good impulse control.

7.12 To assess Max's response to being roughly handled and threatened, I pulled him firmly on the lead and bumped into him with my legs a number of times. I then stood over him and shouted at him in a threatening manner. Max showed no sign of aggression and interacted with me in an affiliative manner immediately after this test. I ended the assessment and returned Max to the care of the kennel staff.

History of Max

8.01 Wherever possible a behaviour assessment should consider the history (behavioural, medical and husbandry) of the animal concerned (Shepherd, 2017). I was informed of the following information by the officers present at the assessment:

8.02 Max is reported to be 9 months old. He was found as a stray and handed into a veterinary practice. Staff at the practice took Max to their home and after 4 days Max was handed to the enforcement officers at Lisburn and Castlereagh City Council. Max was deemed to be of pit bull type by officers and has remained in a kennel facility since.

8.03 On investigation, officers managed to establish the following; the person that Max's microchip is registered to reported that he had sold Max online but did not know the details of the person he had sold him to. He had sold him as there was conflict between Max and another dog in the home.

8.04 The breeder of Max has been identified, they sold Max to the registered keeper as a puppy. They report that Max's parents were a French Bulldog cross and a

Staffordshire bull terrier cross. More details of his early rearing conditions are unknown.

Conformational Analysis

9.01 The points of conformation from the ADBA breed standard I have assessed are listed with details of how they appear in the Pit Bull Gazette Vol.1 Issue 3, 1977 written in italics below.

Overall appearance:

First impression.....Small bulldog Cross.....

- 1. Square when viewed from the side ...No, longer than tall (Height to withers 45 cm, length- point of shoulder to ischium of pelvis 53.5cm).....

Ideally he should be square when viewed from the side. That is about as long from the shoulder to the point of the hip as he is tall from the top of the shoulder to the ground

- 2. Heavy front end and light and springy back end...No, front and back end are of similar proportions

The relationship between the front legs and back should be, at first appearance of a heavy front and delicate back.

- 3. Height to weight ratio 'standing high'.....No, appears squat.....

Height to weight ratio is critical, since dogs are fought at nearly identical weights, the bigger the dog you have at that weight, the better your chances. Hence stocky dogs with long bodies, heavy shoulders and thick legs usually lose to taller rangier opponents.

- 4. Balanced angulation ...Yes.....

His body is called on for speed, power, agility and stamina. He must be balanced in all directions.

- 5. Athletic not bulky.... No, does not have an athletic appearance.....

Short muscled dogs are impressive but not athletic

Head and neck

Head:

6. Balanced, proportionate head size ...Yes, though rather blocky

Too big a head simply carries too much weight and increases the chances of having to fight a bigger dog. Too small a head is easily punished by a nose fighter and is especially easy for an ear fighter to shake.

7. 2/3 (66%) width of shoulders ...Yes...width at cheeks 12cm, width across shoulders 18.5cm.....

...the head will appear to be about two thirds the width of the shoulders and about 25% wider at the cheeks than the neck at the base of the skull

8.Wedge-shaped from top or side, round from front.....Yes.....

In general, such a head will be wedge shaped when viewed either from the top and side, round when viewed from the front

9. 25% wider at cheeks than neck at base of skull... No, head is 8.3% wider at the cheeks than the neck at the base of the skull (Width of head at the cheeks 12cms, width of neck at the base of the skull 11.5cms)

...the head will appear to be about two thirds the width of the shoulders and about 25% wider at the cheeks than the neck at the base of the skull

10. Nose to stop = stop to occiput.....No, nose to stop 6cm, stop to occiput 13cms

Back of the head to the stop should be about the same distance as the stop to the tip of the nose.

11. Bridge of nose well-developed/ Area under eyes wider than head at base of ears.....No, area under eyes 10.5cm, head at base of ears 11.5cms.....

The bridge of the nose should be well developed which will make the area directly under the eyes considerably wider than the head at the base of the ears.

12. Deep top of head to bottom of jaw.....Yes.....

Depth from the top of the head to the bottom of the jaw is important.

13. Straight box-like muzzle.....Yes.....

A straight, box like muzzle and well developed mandible will not have much to do with biting power but will endure more punishment.

14. Lips TightNo, slightly lippy.....

Lippy dogs are continually fanging themselves in a fight which works greatly to their disadvantage

15. Teeth (incisors) meet in front, canines slip tightly together...No, undershot jaw.....

Teeth should meet in the front but more importantly, the canines, or fangs should slip tightly together

Eyes:

16. Small, deep set, elliptical from front, triangular from side....No, round eyes.....

The eye elliptical when viewed from the front, triangular when viewed from the side, small and deep set.

Neck:

17. Long in Length ...No medium length.....

Nature usually blesses a tall rangy dog with a fairly long neck which is a tremendous advantage in that it enables him to reach a stifle when his opponent may have his front leg

18. Heavily muscled to base of skull.....Yes.....

The neck should be heavily muscled right up to the base of the skull.

Front end.

Ribcage:

19. Deep, elliptical rib cage..... No, round, barrel chested, no prominent prosternum

Deep and elliptical, almost narrow is preferred to the round barrel chested.

20. Well sprung at the top tapering to the bottom.....No, little taper, very wide chest.

He should have a deep rib cage, well sprung at the top but tapering to the bottom

Shoulders and forelegs:

21. Shoulders a little wider than the ribcage at the 8th rib....Yes, width of shoulders 18.5 cm, ribcage at 8th rib 16.5cms

Shoulders should be a little wider than the ribcage at the eight rib.

22. Scapula (shoulder blade) broad and flat and 45 degrees or less to the ground.....yes.....

The scapula (shoulder blade) should be at a 45 degree or less slope to the ground and be broad and flat

23. Humerus at equal and opposite direction.....Yes.....

The humerus should be at an equal angle in the opposite direction and long enough that the elbow comes to the bottom of the rib cage

24. Elbows at bottom of ribcage and flat against the body.... Yes, At bottom of ribcage but slightly turned in.....

The elbows should lie flat, the humerus running almost parallel to the spine; not out at the elbows.

25. Forearms are slightly longer than humerus and solid.....No, significantly longer. Length of forearm 16cm, length of humerus 12.5cm.....

The forearm should only be slightly longer than the forearm and heavy and solid- nearly twice the thickness of the metatarsal bones at the hock

26. Forearms nearly twice thickness of metatarsal bones just below the hockNo, width of forearm 50mm width of metatarsal 30mm.....

The forearm should only be slightly longer than the forearm and heavy and solid- nearly twice the thickness of the metatarsal bones at the hock

Back end

27. Broad Loin.....Yes.....

The hip should be broad, a broad hip will carry with it a broad loin and permits a large surface for the attachment of the gluteal and biceps femoris muscles

Hip:

28. Long and sloping with hip at 30 degrees to the ground.....Yes

A long sloping hip is most important.

29. Low set tail

.....Yes.....

The set of the tail is most important, it should be low..

Proportions of back leg:

31. Stifle joint in upper third of rear limb...No lower. Top of femur to the ground

36cm, mid stifle to the ground 21cms.....

This means that the stifle joint will be in the upper one third of the hind leg

30. Tibia fibula the longer bone (longer than femur)...No, same length (Both

15.5cm).....

The femur or thigh bone should be shorter than the tibia, or lower leg bone.

32. Stifle and hock well-bent.....No, not well bent

A short femur and long tibia usually means a well bent stifle which in turn leads to a well bent hock. The last is a really crucial aspect of wrestling ability

33. Metatarsals, hock and lower part of tibia fine and springy.... No, not particularly

fine.....

....the metatarsal bones, hock and lower part of the tibia will be light fine and springy.

34. Long muscles, not buncy.....Yes.....

Muscles should be long, with attachment deep down the bone well past the joint

Feet

35. Small and tight, high on pasterns.....No, splayed feet, not high on

pasterns.....

The feet should be small and set high on the pasterns

36. Pads

thick.....yes.....

Coat and Tail

Coat:

37. Skin thick round neck and chest, vertical folds round neck and chest, appears tight elsewhere...No, lack of vertical folds, skin thickness the same on lateral chest as neck (10mm).....

Skin should be thick and loose, but not in folds. It should appear to fit the dog tightly except around the neck and chest. Here the skin should be loose enough to show vertical folds even in a well conditioned dog

38. Coat short and bristly.....Yes.....

Tail:

39. Pump handle (elongated S-shape) when relaxed.....Yes.....

40. Thick at base tapering to a point. Extends to point of hock....Yes.....

The set of the tail is most important, it should be low. The length should come just above the point of the hock, thick at the base and tapering to a point at the end and should hang down like a pump handle when relaxed

Weight:

41. Ideal weight between 30 and 75lb (13.6 and 34kg)...yes (approx. 18kg)...

Behaviour and attitude:

42. ConfidentNo.....

43. Alert and interested in surroundings.....Yes.....

44. Not threatened by surroundings.....No.....

45. Gentle and non-aggressive with people...Yes.....

46. Aggressive towards dogs.....No.....

Conclusion and Opinion

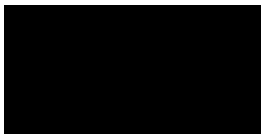
10.01 It should be made clear that no test will ever be able to 100% predict the future behaviour of a dog and provide absolute certainty that a dog will behave in a certain way, nor should any test claim to be able to do so. The multifactorial nature of aggressive behaviour in any dog means that no professional is able to say with absolute certainty how an animal will behave in the future. My opinion regarding Max’s behaviour is based upon my professional judgement, experience and scientific knowledge and is an assessment of the risk I feel he poses to public safety.

10.02 On assessment Max presented as a slightly anxious but sociable dog. Max showed no sign of aggression during an invasive assessment by a complete stranger. There are no reports of Max displaying aggression in any context.

10.03 My first impression of Max was that he was a bulldog cross. He has the distinctive undershot jaw and brachycephalic (short nosed) appearance of a bulldog. This is supported by the reports that his parentage is that of French bulldog cross and Staffordshire bull terrier cross. It should be noted however that section 1 of the Dangerous Dogs Act 1991 refers to type, not breed.

10.04 My analysis of the points of conformation of an American Pit Bull Terrier (as per the ABDA breed standard) possessed by Max on examination indicates that Max conforms on 22 of 46 points of conformation (47.8%). Max does not therefore conform on more than two thirds of the characteristics specified, which I consider to be a substantial number, and as such, should not be considered to be of the type known as the pit bull terrier as described in S1 of the Dangerous Dogs Act 1991.

10.05 In summary: In my opinion Max does not possess a substantial number of characteristics of an American Pit Bull Terrier and should NOT be considered to be of pit bull type as described in Section 1 of the Dangerous Dogs Act 1991. Max has shown no sign of aggression to people or other animals and does not pose a danger to public safety.



References

Aloff, B. (2006) *Canine Body Language a photographic guide*. Wenatchee: Dogwise

Barnard, S., Kennedy, D., Watson, R., Valsecchi, P. and Arnott, G., (2019). Revisiting a Previously Validated Temperament Test in Shelter Dogs, Including an Examination of the Use of Fake Model Dogs to Assess Conspecific Sociability. *Animals*, 9(10), p.835.

O’Heare, J. (2014) *Aggressive Behaviour in Dogs. A Comprehensive Technical Manual for Professionals, 2nd Edition*. BehaveTech Publishing, Ottawa, Canada.

Reid, P.J., Cussen, V.A., Collins, K.A. and Lockwood, R., (2022). The utility of model dogs for assessing conspecific aggression in fighting dogs. *Applied Animal Behaviour Science*, 254, p.105710.

Rugaas, T. (2005) *On Talking Terms With Dogs*. Rugely: Qanuk Ltd

Shabelansky, A., Dowling-Guyer, S., Quist, H., D’Arpino, S. and McCobb, E. (2015). Consistency of shelter dogs’ behaviour toward a fake versus real stimulus dog during a behaviour evaluation. *Applied Animal Behaviour Science*, 163, pp.158-166.

Shepherd, K. (2017) The Assessment of Dogs for Legal Cases, a UK Perspective. In: Mills, D. and Westgarth, C. (2017) *Dog Bites a Multi-Disciplinary Perspective*. Sheffield: 5M

Addenda





Figure 1 Dog Conformation Comparison.



Illustration of the body shape of a Boxer dog (top) and an American Pit Bull Terrier.