



**Armagh City  
Banbridge  
& Craigavon**  
Borough Council

# **COUNCIL CONSTITUTION**

**JANUARY 2021**

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## PART 1

# SUMMARY AND EXPLANATION

# THE COUNCIL'S CONSTITUTION

Armagh City, Banbridge and Craigavon Borough Council is required, under Section 2 of the Local Government Act (Northern Ireland) 2014, to prepare and keep up to date a Constitution. The Act places a statutory duty on all councils to include within the Constitution the following:

- A copy of the council's Standing Orders
- A copy of the Northern Ireland Local Government Code of Conduct for Councillors
- Such information as the Department may direct
- Such other information (if any) as the council considers appropriate

This Constitution sets out how the council operates, how decisions are made and the procedures the council follows to ensure that these are efficient, transparent and accountable to local people.

The Constitution is divided into 13 Articles and these set out the basic rules governing the council's business. More detailed procedures and codes of practice are set out at Parts 3-7 of the Constitution.

In the event of a conflict in any respect between the articles and the annexes to the Constitution, a council shall have regard to the provisions set out in the articles.

## What's in the Constitution?

Article 1 sets out the powers of the Council and the purpose of the Constitution. Articles 2 to 13 explain how the key parts of the Council operate and the rights of our citizens.

These Articles are:

Members of the Council (Article 2) Citizens and the Council (Article 3) The Council (Article 4) Chairing the Council (Article 5) Decision-making Structures (Article 6) Regulatory and other Committees (Article 7) Joint Arrangements (Article 8) Officers (Article 9) Procedures for Decision-Making (Article 10) Finance, Contracts and Legal Matters (Article 11) Review and Revision of the Constitution (Article 12) Suspension, Interpretation and Publication of the Constitution (Article 13)

## Our Mission, Vision and Values

Our council has a population of over 200,000 and it is the second largest council area in Northern Ireland covering an area of 554 square miles. It is strategically positioned on the axis of the main East West and North South economic corridors and is supported by high quality road and rail links to both Northern Ireland and the Republic of Ireland. Following Local Government Reform in Northern Ireland, our council formally assumed its full powers and statutory responsibilities on 1

April 2015. Our new council is made up of the former council areas of Armagh, Banbridge and Craigavon.

As a council our aim is to:

- Prosper the Place
- Serve the People
- Strengthen our Position

We have published our second Corporate Plan 2018-2023 with the focus on 'creating a healthy, happy and connected community, a vibrant and sustainable economy and appealing places for living, working and learning'.

### **How the Council Operates**

The council is made up of 41 members who are elected every four years, representing seven electoral districts and the current members will serve until May 2023. The council is led by the Lord Mayor. The duty of members is to the whole community with specific responsibility for constituents from their ward.

Council meetings are open to the public and press and full council will be audio recorded. In cases where confidential matters are being discussed, members of the public and the press can be excluded. Full council is chaired by the Lord Mayor and it is here that decisions are taken on the council's overall strategies and policies.

All members have to agree to follow the Northern Ireland Local Government Code of Conduct for Councillors. The Code of Conduct is set out in Part 5 of the Constitution.

### **How Decisions are Made**

The full council, which is a meeting of the 41 members, is held every month. The council operates a traditional committee system and has six Standing Committees which meet on a monthly basis (with the exception of the Performance and Audit Committee which meets quarterly). The Standing Committees are:

Governance, Resources and Strategy  
Planning and Regulatory Services  
Economic Development and  
Regeneration Environmental Services  
Leisure and Community  
Services Performance and  
Audit

Normally these committees make recommendations which must be approved by full council before any actions they are recommending can be put in place; however the Planning and Regulatory Services Committee has delegated authority in matters relating to planning applications.

### **Council Employees**

Council employees, "Officers", give advice to members, implement decisions and manage the day to day delivery of its services. All officers must ensure that they act within the law when carrying out the council's work. The Local Government Employee and Councillor Working Relationship Protocol is set out at Part 5 of this Constitution and governs the relationships between employees and members.

## **Citizens' Rights**

Citizens have a number of rights in their dealings with the council and in particular in terms of participation, rights to information and complaints. These are set out in more detail in Article 3 and include the right to:

- Vote at local elections if they are registered.
- Contact their local members about matters of concern to them.
- Obtain a copy of the Constitution or view the Constitution which is available on the council's website.
- Attend all meetings of the council and its committees subject to confidential restrictions on business.
- See reports, background papers and records of decisions made by the council and its committees.
- Complain to the council about service delivery under the council's own complaint procedures.
- Complain to the Northern Ireland Commissioner for Complaints if they think the council has not followed its procedures properly and the internal complaints procedure has been exhausted. However, they should do this only after exhausting the council's own complaints process.
- Exercise their rights under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 to obtain information held by the Council.
- Inspect the council's accounts and make their views known to the external auditor during a statutory period.

The council always welcomes participation by citizens in our work.

## PART 2

# ARTICLES OF THE CONSTITUTION

Article 1	The Constitution
Article 2	Members of the Council
Article 3	Citizens and the Council
Article 4	The Council
Article 5	Chairing the Council
Article 6	Decision-Making Structures
Article 7	Regulatory and Other Committees
Article 8	Joint Arrangements
Article 9	Officers
Article 10	Procedures for Decision-Making
Article 11	Finance, Contracts and Legal Matters
Article 12	Review and Revision of the Constitution
Article 13	Suspension, Interpretation and Publication of the Constitution

# ARTICLE 1

## **THE CONSTITUTION**

### **1.1 Powers of the Council**

The council will exercise all its powers and duties in accordance with the law and this Constitution. This Constitution complies with the requirements of the Local Government Act (Northern Ireland) 2014, related Regulations and Government Guidance on constitutional matters.

### **1.2 The Constitution**

This Constitution (including all its appendices) is the Constitution of Armagh City, Banbridge and Craigavon Borough Council.

### **1.3 Purpose of the Constitution**

The purpose of the Constitution is to:

- Enable the council to provide clear political and managerial leadership to the community, in partnership with citizens, businesses and other organisations.
- Support the active involvement of citizens in the process of council decision-making.
- Help members to efficiently and effectively represent and support their constituents.
- Enable decisions to be taken efficiently and effectively.
- Create a powerful and effective means of holding decision makers to public account.
- Ensure that no-one will review or scrutinise a decision in which they were directly involved.
- Ensure that those responsible for decision making are clearly identifiable to local people and that the decision makers explain the reasons for decisions.
- Provide a means of improving the delivery of services to the community.

### **1.4 Interpretation and Review of the Constitution**

Where the Constitution permits the council to choose between different courses of action, the council will always choose that option which it thinks is closest to the statements of purpose in paragraph 1.3 above.

The council will monitor and evaluate the operation of the Constitution.

## ARTICLE 2

### **MEMBERS OF THE COUNCIL (COUNCILLORS)**

#### **2.1 Composition and Eligibility**

The council comprises 41 councillors, called members. Members are elected by the voters of each of the district electoral areas which make up Armagh City, Banbridge and Craigavon Borough Council in accordance with a scheme drawn up by the Electoral Office of Northern Ireland.

Where an individual ceases to be a member, whether by resignation or through other circumstances, the vacancy on the council will be filled by the co-option of an individual nominated by the political party in whose name the previous individual stood at the last local government election. In the case of members who are independent members and not members of any political party, their vacancy will be filled by the co-option of an individual nominated by them when they stood at the last local general election.

Only registered voters of the district or those living or working there, will be eligible to hold the office of member.

#### **2.2 Election and Terms of Members**

The regular election of members will be held on the first Thursday in May every four years. The next local government election is scheduled to be held in 2023. The term of office of members will start on the fourth day after being elected and will finish on the fourth day after the date of the next regular election.

#### **2.3 Role and Duties of all Members**

##### **Key Roles**

All members will have the following key roles:

- Members will collectively be the ultimate policy makers and carry out a number of strategic and corporate management functions for the council.
- Members will represent their communities and bring their views into the council's decision-making process.
- Members will deal with individual issues and act as an advocate for constituents in resolving particular concerns or grievances. However, those members who sit on the Planning and Regulatory Services Committee will have to follow the code of conduct and protocols as they relate to planning applications.
- Members will balance different interests identified within the district electoral area and represent that area as a whole.
- Members will be key decision makers
- Members will be available to represent the council on other bodies.
- Members will maintain the highest standards of conduct and ethics.

## **Rights and Duties**

All members will have the following rights and duties:

- Members will have such rights of access to such documents, information, land and buildings of the council as are necessary for the proper discharge of their functions and in accordance with the law.
- Members will not make public, information which is confidential or exempt (as defined in the Access to Information Rules in Part 4 of this Constitution), without the consent of the council or divulge information given in confidence to anyone other than a member or officer entitled to know it.

### **2.4 Conduct**

The Lord Mayor and members will, at all times, observe the Local Government Code of Conduct for Councillors set out in Part 5 of this Constitution and the Local Government Employee and Councillor Working Relationship Protocol in Part 5 of this Constitution.

### **2.5 Allowances**

Members will be entitled to receive allowances in accordance with the Scheme of Allowances Payable to Councillors set out in Part 6 of this Constitution.

## **ARTICLE 3**

### **CITIZENS AND THE COUNCIL**

#### **3.1 Citizens' Rights**

Residents and others who avail of the council's services have the following rights in relation to the operation of the council. Their rights to information and to attend meetings of the council or its committees are explained in more detail in the Access to Information Rules in Part 4 of this Constitution.

##### **Information**

Citizens have the right to:

Attend meetings of the council and its committees except where confidential or exempt information is likely to be disclosed and the meeting is therefore held in private (in committee).

See reports and background papers and any records of decisions made by the council.

##### **Complaints**

Citizens have the right to complain to:

- The council itself under its complaints procedure; or
- The Northern Ireland Commissioner for Complaints in respect of an allegation that a member (or former member) has failed, or may have failed, to comply with the Northern Ireland Local Government Code of Conduct for Councillors. Guidance on making a complaint to the Northern Ireland Commissioner for Complaints is available on the website of the Office of the Northern Ireland Commissioner for Complaints.

#### **3.2 Citizens' Responsibilities**

Citizens must not be violent, abusive or threatening to members or officers and must not wilfully harm things owned by the council, members or officers.

# ARTICLE 4

## **THE COUNCIL**

### **4.1 Meanings**

#### Policy Framework

The policy framework means the following plans and strategies:

Those prescribed in legislation to be adopted by the council:

- Community Plan
- Area Development Plan
- Equality Scheme
- Disability Action Plan
- Rural Needs Act (NI) 2016

Those other plans and strategies which the council may decide should be adopted by the council as a matter of local choice and these include:

- Corporate Plan
- Regeneration and Development Strategy
- Scheme of Delegation
- Tourism Strategy

#### Budget

The budget includes the allocation of financial resources to different services and projects, proposed contingency funds, the council rate base, setting the district rate and decisions relating to the control of the council's borrowing requirement, the control of its capital expenditure and the vetting of virement limits as set out in Part 4 of this Constitution.

### **4.2 Functions of the Council**

Only the full council will exercise the following functions:

- Making a District Rate under the Rates (Northern Ireland) Order 1977.
- Making a determination under Section 13 (1) of the Local Government Finance Act (Northern Ireland) 2001 (Affordable Borrowing Limit) and monitoring an amount determined under that sub-section.
- Borrowing money.
- Acquiring or disposing of land.
- All other matters, which by law, must be reserved to council.

### **4.3 Council Meetings**

There are three types of council meeting:

- Annual meeting.
- Ordinary meetings.
- Extraordinary meetings.

And they will be conducted in accordance with the council's Standing Orders set out in Part 4 of this Constitution.

### **4.4 Responsibility for Functions**

The council will maintain the functions in Part 3 of this Constitution setting out the responsibilities for the council's functions.

## **ARTICLE 5**

### **CHAIRING THE COUNCIL**

#### **5.1 Title of the Person Chairing Council Meetings**

The Lord Mayor of the council will chair council meetings.

#### **5.2 Role and Function of the Chairperson**

The Lord Mayor and, in their absence, the Deputy Lord Mayor will have the following roles and functions:

##### **Ceremonial Role**

The Lord Mayor, as the “first citizen of Armagh City, Banbridge and Craigavon Borough Council” will uphold and preserve the dignity and honour of the office. In particular, the Lord Mayor will remain apolitical and attend civic and ceremonial functions of the council as he/she determines appropriate.

The Lord Mayor will:

- Encourage and support all aspects of life in Armagh City, Banbridge and Craigavon Borough Council by attending civic and public events.
- Receive distinguished visitors to the district.
- Act as host on behalf of the council and the citizens of Armagh City, Banbridge and Craigavon Borough at civic functions.
- Act as a spokesperson to the local, national and international media.
- Support and encourage charitable and other appeals.
- Promote Armagh City, Banbridge and Craigavon Borough’s business, commercial, cultural and social life.
- Promote Armagh City, Banbridge and Craigavon Borough as a place of excellence in which to live, invest and create new jobs.
- Promote Armagh City, Banbridge and Craigavon Borough as a premier tourist destination.

##### **Chairing the Council Meeting**

The Lord Mayor will be the person presiding over council meetings.

The Lord Mayor will act in accordance with Standing Orders and the Local Government Code of Conduct for Councillors and will have the following responsibilities:

- To uphold and promote Armagh City, Banbridge and Craigavon Borough Council’s Constitution and to give rulings on the Constitution and Standing Orders during council meetings.
- To preside over meetings of the council so that its business can be carried out in an effective, orderly and efficient manner and in the interests of the citizens of Armagh City, Banbridge and Craigavon Borough Council.
- To promote public awareness, knowledge and participation in the business of the council.

# ARTICLE 6

## **DECISION-MAKING STRUCTURES**

The full council, which is a meeting of the 41 elected members, takes place on a monthly basis. The council also holds an Annual General Meeting every year. The council operates a traditional committee structure.

### **6.1 Role**

The council has selected a traditional committee structure as its form of decision-making. The council organises its business through six Standing Committees. A Standing Committee is a group of elected members appointed by the council who meet to review, scrutinise and make recommendations to the council on a range of functions within its particular remit. These committees meet on a monthly basis (with the exception of the Performance and Audit Committee which meets quarterly and consists of seven elected members and two lay members). Each of the committees is appointed through the quota of greatest remainder method. Officers advise and prepare reports on issues that have to be addressed by committees.

The council also operates a Planning and Regulatory Services Committee which meets on a monthly basis and consists of 14 members. The Planning and Regulatory Services Committee has full decision-making powers in planning matters that fall within its remit.

### **6.2 Form**

<b>Committee Name</b>	<b>Membership</b>	<b>Function</b>
Governance, Resources and Strategy	20	Organisation Development and Change, ICT, Procurement, Governance, Legal, Finance and Business Services, Human Resources, Civic and Democratic, Customer Services, Estates and Asset Management, Performance, Corporate and Community Planning
Planning and Regulatory Services	14	Planning Application Enforcement, Area Planning and Building Control matters
Economic Development and Regeneration	20	Economic Development, Business Development, LED, EU Investment – direct / inward, Arts Facilities, Tourism Facilities, Events, Museums, Rural Development, Town Centres and Public Realm, Car Parking, DSD Functions

<b>Committee Name</b>	<b>Membership</b>	<b>Function</b>
Environmental Services	20	Environmental Health Group Specialists, Emergency Plan, Waste Management, Public Domain, Streets, Grounds, Cemeteries and Toilets, Enforcement
Leisure and Community Services	20	Leisure Facilities Programmes, Outdoor Facilities, Play, Sports Development, Community Services, Good Relations, PCSP
Performance and Audit	7	Audit and Risk, Performance and Improvement matters

### **6.3 Proceedings of the Committees**

Proceedings of the committees shall take place in accordance with the council's Standing Orders set out in Part 4 of this Constitution.

The council also has the power to establish sub-committees and working groups.

## **ARTICLE 7**

### **REGULATORY AND OTHER COMMITTEES**

#### **7.1 Regulatory and other Committees**

The council will appoint the committees set out in the left hand column of the Table of Responsibility for council functions in Part 3 of this Constitution to discharge the functions described in the right hand column of that table.

## **ARTICLE 8**

### **JOINT ARRANGEMENTS**

#### **8.1 Joint Arrangements**

The council may establish joint arrangements with one or more local authorities to exercise functions or to advise the council. Such arrangements may involve the appointment of a joint committee with these other local authorities.

#### **8.2 Access to Information**

The Access to Information Rules in Part 4 of this Constitution apply.

## **ARTICLE 9**

### **OFFICERS**

#### **9.1 Management Structure**

The management structure of the council is set out in Part 7 of this Constitution.

#### **9.2 Function of the Chief Executive**

As per the Local Government Act 1972, the Chief Executive is the head of council's paid service having authority over all other officers as far as this is necessary for the efficient management and execution of the council's functions. The Chief Executive will advise on strategic policy issues and ensure implementation of council strategic objectives and the equitable discharge of its duties as per legislative responsibilities. The Chief Executive will assist elected members to influence and shape the future wellbeing and prosperity of their communities in accordance with the council's Corporate Plan.

#### **9.3 Appointment of Chief Financial Officer**

The council will appoint a Chief Financial Officer in accordance with Section (2) of the Local Government Finance Act (Northern Ireland) 2011.

#### **9.4 Duty to Provide Sufficient Resources to the Chief Financial Officer**

The council will provide the Chief Financial Officer with such officers, accommodation and other resources as are, in its opinion, sufficient to allow their duties to be performed.

#### **9.5 Conduct**

Officers will comply with the Local Government Code of Conduct for Employees and the Local Government Employee and Councillor Working Relationship Protocol set out in Part 5 of this Constitution. The recruitment, appointment and dismissal of officers will comply with the Officer Employment Procedure Rules as set out in Part 5.

## **ARTICLE 10**

### **DECISION-MAKING**

#### **10.1 Responsibility for Decision-Making**

The council will issue and keep up to date a record of what the council or whatever individual has responsibility for particular types of decisions or decisions relating to particular areas or functions. This record is set out in Part 3 of this Constitution.

#### **10.2 Principles of Decision-Making**

Decisions of the council will be made in accordance with the following guiding principles:

- Legality/power to make decisions.
- Proportionality (meaning the action must be proportionate to the results to be achieved).
- A proper consideration of available options for action and/or inaction.
- Due consultation and the taking of professional advice from officers.
- Due regard to equality and respect for human rights.
- A presumption in favour of openness and transparency in decision-making.

#### **Clarity of Aims and Desired Outcomes**

Due consideration to be given to alternative options.

#### **Avoidance of Conflicts of Interests**

Reasons for the decisions to be given provided there is no breach of confidentiality.

#### **Decisions to be Taken by a Qualified Majority**

The decisions of a council that must be taken by a qualified majority i.e. by 80% of the votes of the members present and voting are set out in the council's Standing Orders 25.3 in Part 4 of this Constitution.

#### **Decision-Making by the Council**

The council meeting will follow the council's Standing Orders set out in Part 4 of this Constitution when considering any matter.

## **Decision-Making by other Committees and Sub-Committees Established by the Council**

Council committees and sub-committees will follow those parts of the council's Standing Orders set out in Part 4 of this Constitution as applied to them. The Planning and Regulatory Services Committee has delegated authority to make decisions on all matters relating to planning as outlined in the approved Planning Protocol.

## **Reconsideration of Decisions**

Decisions of the council or a committee of the council will be subject to reconsideration if 15% of the members of the council present to the Chief Executive a requisition on either or both of the grounds specified in section 41 (1) of the Local Government Act (Northern Ireland) 2014. These are:

- the decision was not arrived at after a proper consideration of the relevant facts and issues.
- the decision would disproportionately affect adversely any section of the inhabitants of the district.

The procedures to be followed in relation to a requisition for the reconsideration of a decision are set out in the council's Standing Orders 26 in Part 4 of this Constitution.

## **ARTICLE 11**

### **FINANCE, CONTRACTS AND LEGAL MATTERS**

#### **11.1 Financial Management**

The management of the council's financial affairs will be conducted in accordance with the Financial and Contract Procedure Rules set out in Part 4 of this Constitution.

#### **11.2 Contracts**

Every contract made by the council will comply with the Contracts Procedure Rules set out in Part 4 of this Constitution.

#### **11.3 Legal Proceedings by and against the Council**

The Chief Executive is duly authorised to institute, defend or participate in any legal proceedings in any case where such action is necessary to give effect to decisions of the council or, in any case where the council's legal advisors consider that such action is necessary to safeguard and protect the council's interests. The Chief Executive may also delegate all or part of this authority to any other officers responsible for the provision of legal services to the council or to any legal advisors instructed by the council to act on its behalf.

#### **11.4 Authentication of Documents**

Where any document is necessary to any legal procedure or proceedings on behalf of the council, it will be signed by the Chief Executive or some other person duly authorised by the council unless any enactment otherwise authorises or requires.

#### **11.5 Common Seal of the Council**

The common seal of the council will be kept in a safe place in the custody of the Chief Executive. A decision of the council, or any part of it, will be sufficient authority for sealing any document necessary to give effect to the decision. The common seal will be affixed to those documents which in the opinion of the council's legal advisors should be sealed. The affixing of the common seal will normally be attested by the council, but in accordance with standing orders can be affixed by the Chief Executive and the Lord Mayor or other councillor in cases of emergency or urgency.

## **ARTICLE 12**

### **REVIEW AND REVISION OF THE CONSTITUTION**

#### **12.1 Duty to Keep the Constitution Up To Date**

The Chief Executive will monitor and review the operation of the Constitution to ensure that the aims and principles of the Constitution are given full effect. The council will perform this role with support of such officers and member working groups as the council considers necessary.

#### **12.2 Changes to the Constitution**

All proposed changes to the Constitution will be reported to council and must be agreed by a majority of the council in line with Standing Orders. All proposed changes will be accompanied by a report from the Chief Executive or relevant officer.

## **ARTICLE 13**

### **SUSPENSION, INTERPRETATION AND PUBLICATION OF THE CONSTITUTION**

#### **13.1 Suspension of the**

##### **Constitution Limit to**

##### **Suspension**

The articles of this Constitution may be not be suspended. The procedure rules specified below may be suspended by the full council to the extent permitted within those procedure rules and the law.

##### **Procedure to Suspend**

A motion to suspend any procedure rules will not be moved without notice unless at least one half of the total number of members are present. The extent and duration of suspension will be proportionate to the result to be achieved, taking account of the statements of purpose of the Constitution set out in Article 1.

#### **13.2 Interpretation**

The ruling of the Chairperson in relation to the interpretation or application of this Constitution, or as to any proceedings of the council, shall not be challenged at any meeting of the council. Such interpretation will have regard to the purpose of this Constitution contained in Article 1.

#### **13.3 Publication**

A printed copy of this Constitution will be given to each member of the council upon delivery to the Clerk of the Council of that individual's declaration of acceptance of office on the member first being elected to the council. Copies of the Constitution will be made available at the three main offices of the council and will be published on the council's website.

**PART 3**

**RESPONSIBILITIES  
FOR COUNCIL  
FUNCTIONS**

**SCHEME OF  
DELEGATION**

## RESPONSIBILITIES FOR COUNCIL FUNCTIONS

Name of Committee	Membership	Function
Governance, Resources and Strategy	20	Organisation Development and Change, ICT, Procurement, Governance, Legal, Finance and Business Services, Human Resources, Civic and Democratic, Customer Services, Estates and Asset Matters, Performance, Corporate and Community Planning
Planning and Regulatory Services	14	Planning Application Enforcement, Area Planning, Building Control matters
Economic Development and Regeneration	20	Economic Development, Business Development, LED, EU Investment – direct / inward, Arts Facilities, Tourism Facilities, Events, Museums, Rural Development, Town Centres and Public Realm, Car Parking, DSD Functions
Environmental Services	20	Environmental Health Group Specialists, Emergency Plan, Waste Management, Public Domain, Streets, Grounds, Cemeteries and Toilets, Enforcement
Leisure and Community Services	20	Leisure Facilities Programmes, Outdoor Facilities, Play, Sports Development, Community Services, Good Relations, PCSP
Performance and Audit	7	Audit and Risk, Performance and Improvement matters



**Armagh City  
Banbridge  
& Craigavon**  
Borough Council

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# **OFFICER SCHEME OF DELEGATION**

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**January 2018  
Revised March 2019  
Revised December 2020**

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## 1. PURPOSE AND INTERPRETATION

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### 1.1 Purpose of the Scheme of Delegation

1.1.1 The primary purpose of this Scheme of Delegation (“the Scheme”) is to set out the decisions and authorisations which officers can make or grant without any further reference to Committees or Council. It is designed to aid the decision making process, make better use of resources and to enable Elected Members to concentrate on strategic matters linked to the corporate priorities of the Council. The Scheme enables officers to address matters of an operational nature to help ensure the integrated management of services. It should be noted that all officers, at whatever level, are required to carry out day-to-day operational functions within the limits of their job descriptions.

### 1.2 Legislative Provisions

1.2.1 The Scheme is made in accordance with Section 7 (arrangements for discharge of functions of Council) of the Local Government (Northern Ireland) Act 2014 as provided at **Appendix I**.

Part 8, paragraph 49(2) of The Local Government (Northern Ireland) Act 2014 requires local authorities to maintain a list:

- a) specifying those powers of the Council which are exercisable by officers of the Council; in pursuance of arrangements made under this Act or any other statutory provisions for their discharge by those Officers; and
- b) stating the title of the officer by whom each of the powers so specified is so exercisable.

1.2.2 Section 31(1) of the Planning Act (Northern Ireland) 2011 also requires a Council to produce a separate Scheme of Delegation detailing planning applications decisions that can be delegated to officers: planning applications that must be decided by committee and arrangements for requesting applications to be brought to committee that might otherwise be delegated. **This scheme was approved in July 2015 and is a stand-alone document in line with the legislative provision outlined.**

### 1.3 Interpreting and applying the Scheme of Delegation (Assurance for Members)

1.3.1 The Scheme does not delegate to officers any matter reserved to Council and which by law may not be delegated, that is the power of setting the district rate, or of borrowing money or of acquiring, holding or disposing of land as set out in Section 7(3) The Local Government (Northern Ireland) Act 2014. The Officers identified in this scheme are empowered to make decisions on behalf of the Council in accordance with the arrangements detailed in this section.

- 1.3.2** An officer shall only exercise a delegated power under this Scheme subject to, and in accordance with –
- The agreed plans (including but not limited to Corporate, Community, Directorate, Transformational, Financial and Business Plans, Performance Improvement Plans), policies, programmes and objectives approved by Council
  - The Standing Orders, Financial Regulations, Equality Scheme, Codes of Conduct and any other relevant governance policies contained within the Council’s Constitution; and agreed Departmental budget
  - The understanding that the Council and its Committees retain its authority for decisions on matters of significant strategic policy
- 1.3.3** Authority to take decisions and other actions pursuant to the Scheme shall be exercised in the name of the delegated officer but not necessarily personally by him / her. In the absence of the officer to whom a function is delegated, the function may be exercised by the officer(s) responsible for the performance of the duties of that officer.
- 1.3.4** Delegation to deal with any matter shall not derogate from the power of the Council or that of relevant Committees, to call for an update on any decision or action taken under the Scheme.
- 1.3.5** An officer shall, notwithstanding delegated powers, refer a matter to the relevant Committee in any case involving controversy, political sensitivity or if it is in the public interest to do so.
- 1.3.6** In any case where the exercise of a delegated power involves considerations within the remit of another officer, the officer exercising the power shall consult with that other officer prior to taking any final decision.
- 1.3.7** Any reference in the Scheme to a statutory enactment shall be deemed to include any modification or re-enactment or any regulations thereof.
- 1.3.8** Authority to exercise any delegated power shall include authority to take all necessary actions of an incidental or consequential nature and to take all operational decisions, in relation to the services for which they are responsible.
- 1.3.9** Decisions made by officers under delegated authority are not subject to reconsideration under “Call-in” as per Part 7, paragraph 41 of the Local Government Act (NI) which applies only to decisions made by the Council or a Committee of Council.
- 1.3.10** The Council has an assurance framework in place which provides information on compliance with the various elements of the Councils governance framework, including performance reports, finance reports and internal audit reports.
- 1.3.11** Delegated matters are governed by robust policies including financial regulations, procurement, Human Resources and ICT. The policy owners are responsible for ensuring

that there is a framework for compliance monitoring, with any instances of non-compliance being reported.

**1.3.12** Key policy areas are subject to periodic internal audit review and the governance framework is reviewed and reported annually in the Annual Governance Statement, which forms part of the published financial statements.

## **2. RESERVATION TO THE COUNCIL – POWERS WHICH CANNOT BE DELEGATED**

**2.1** In terms of the law, full Council must exercise certain responsibilities. In addition, Council has chosen to retain matters that it will deal with itself.

**2.2** Full Council is the main scrutiny and debating forum for issues affecting the Borough and the provision of democratic leadership and promotion of the area's health and wellbeing. It exercises strategic leadership for the area and promotes the Council's core values and aims.

**2.3** Armagh City Banbridge and Craigavon Borough Council will **not** delegate the following functions:

- Appointing the Lord Mayor, Deputy Lord Mayor and all positions of responsibility
- Agreeing any material changes to the scope of the Scheme of Special Responsibility allowances
- Awarding Freedom of the Borough to individuals or organisations
- Establishing Committees, agreeing the terms of reference and determining the delegation of functions to these
- Appointing Elected Members to serve on Joint Committees
- Approving, reviewing and amending the Council's Standing Orders, Scheme of Delegation, and Financial Regulations
- Approving the strategic objectives and the corporate policies of the Council, including any new policies or strategic plans or changes to policies which have a significant impact on the Council's strategic objectives, corporate policies or its resources
- Approving and setting the Council's Capital Programme
- Making altering or cancelling any scheme made under any enactment
- Determining the delegation of functions to Officers
- Determining whether to co-operate or combine with other local authorities in providing services
- Determine any process for the selection, appraisal, appointment, payment or dismissal of the Chief Executive
- Approval of overall pricing structures for major Council facilities

- Approval of the discontinuation of major services provided by Council including social media and on line services.
- Taking any other decisions which cannot by law be delegated to a committee or an Officer eg striking the rate, disposing of land

### 3. GENERAL DELEGATED FUNCTIONS

The Chief Executive, Strategic Directors, and Heads of Department, identified at Appendix II, have delegated authority to exercise the following general functions in the administration of their duties. All of the delegations listed in the various sections shall be exercised in accordance with relevant legislation, Council regulations, policies, procedures and budgets.

#### **3.1 General Administration / Management**

- 3.1.1** Taking all necessary action for the effective day-to-day management, administration, deployment of staff, procurement of resources in line with all approved policies, procedures and plans as considered necessary and supervision of the directorate and its services and facilities for which the officer is responsible.
- 3.1.2** Implementing those strategies, service reviews, programmes, actions, events and initiatives which the officer is responsible for, as set out in agreed Council plans (refer to 1.3.2) subject to regular reporting to the relevant Committee and to the expenditure being within agreed budgets.
- 3.1.3** Engaging and procuring external consultancy, research and other such assistance, following agreed procurement procedures and within the agreed Framework for Use of External Consultancy.
- 3.1.4** Making initial applications for grant funding from external bodies in line with all approved policies, procedures and plans (provided there is no financial commitment for the Council) where time constraints prohibit Council approval and any decision to proceed remains subject to Committee approval.
- 3.1.5** Developing and implementing specific promotions, schemes and events, waiving fees and taking other measures to take account of market conditions to promote and protect the reputation of the Council.
- 3.1.6** In consultation with the Council's Legal Adviser(s), initiating legal proceedings about the recovery of debt(s), the enforcement of contractual rights, the prosecution of statutory offences and the instituting and defending of claims and proceedings affecting the officer's Department.
- 3.1.7** Entering into pre-contract discussions with external agencies and other organisations concerning the provision of services and facilities.
- 3.1.8** Obtain Legal advice on corporate, legislative and operational matters when required.
- 3.1.9** Assume delegated authority for projects - after consultation with the relevant Chairperson and Party Leaders Forum - with Council approval where timescales or

size of projects demand that matters cannot be brought to a Committee or Council meeting. Where additional delegated powers are believed to be required, a paper to Council will be provided in each case containing recommendations for consideration.

3.1.10 Agree and settle claims as part of the council approved non-convention insurance model in the best interests of the council, after consideration of advices given by Councils Employers and public /products liability insurance claims management, in line with limits outlined in the financial regulations.

3.1.11 Approve variations in capital contracts in accordance with the limits stated in the financial regulations.

## **3.2 Finance**

3.2.1 In consultation with the Head of Finance & ICT authorising the transfer of a budget from one budget heading to another within the agreed budgets for the Department and in accordance with the limits outlined in the Financial Regulations.

3.2.2 Authorising appropriate payments to employees in the Department in respect of telephone, travel and subsistence allowances, standby and call out allowances, overtime, additional duties, costs of study course and removal and relocation expenses, in accordance with Council policies (where material).

## **3.3 In Cases of Emergency / Urgency**

The exercise of the following delegated powers concerns cases of emergency or urgency (exceptional circumstances) to ensure service and business continuity in the discharge of the Council's services and facilities.

3.3.1 Taking such measures, including incurring expenditure, as may be required in emergency situations or cases of urgency, subject to advising the appropriate Chairperson and reporting to the appropriate Committee as soon as possible.

3.3.2 Where such measures involve the Council incurring expenditure of an amount that is likely to result in expenditure exceeding the approved budget, then the officer should advise the Head of Finance and ICT.

## **3.4 Management of Land and Facilities**

The exercise of the following delegated powers concerns the management of the Council's land and facilities (e.g. leisure centres, visitor attractions, community centres, parks and open spaces etc). The use of these delegated powers is subject to there being no disposal, or acquisition of land involved and in accordance with Council policies.

3.4.1 Permitting the use of such facilities by Council Departments and services and outside bodies in accordance with any relevant Council policies.

3.4.2 Varying the opening times of, or restricting access to, or closing such facilities on a temporary basis in special circumstances (for example to permit maintenance or other operational reasons). Members to receive early notification of any such variances to opening/closing times.

- 3.4.3** Varying the fees, charges and concessions by way of special offers or promotions of the services linked to such facilities, taking into account the prevailing market conditions and the needs of the service.
- 3.4.4** In consultation with the head of Estates and Asset Management instructing the Council appointed Valuer to undertake rent reviews and implement these where applicable.
- 3.4.5** In consultation with the head of Estates and Asset Management Revising rents based on RPI increases as per the terms of Leases/ License /Franchise Agreements.
- 3.4.6** In consultation with the head of Estates and Asset Management approving, after consultation and agreement by the Party Leaders Forum and the Chairperson of the relevant Standing Committee, requests received in respect of potentially controversial events and activities in such facilities, where there is not sufficient time for Council approval to be obtained, subject to a report being taken to Committee as soon as possible thereafter.
- 3.4.7** In consultation with the head of Estates and Asset Management Granting Wayleaves to Statutory bodies and Utility providers, which have powers to enter lands for providing services.
- 3.4.8** Granting temporary licenses for the use of Council facilities for the purpose of events/car parking or other temporary uses on appropriate commercial terms, subject to consultation with the Head of Estates and Asset Management.
- 3.4.9** Requiring persons to leave Council property under the Public Order (NI) 1987 Articles 7 [Part II], 18, 19, 20, 21, 22 and 23 [Part IV].

### **3.5 Human Resources**

- 3.5.1** Employee changes that result in an increase in the approved employee establishment and budget for a Department and / or which affect any changes to posts at (Head of Department level) and above shall be subject to approval by Council. All other amendments to meet the needs of the service can be undertaken in line with all approved policies, procedures and plans.
- 3.5.2** Approving the use of agency resources to address service needs in line with all approved policies, procedures and plans.
- 3.5.3** Agreeing to an overlap period for the appointment of employees provided that this can be accommodated within budget.
- 3.5.4** Implementation of nationally or locally agreed changes to Terms and Conditions for employment.
- 3.5.5** Granting paid special leave to an employee in exceptional circumstances, and approving other paid or unpaid leave of absence in line with all approved policies, procedures and plans.

**3.5.6** Authorising any employees to attend training and development events, technical visits and courses, including conferences, exhibitions, workshops and seminars and meetings of appropriate professional associations in Northern Ireland, the Republic of Ireland and Great Britain, provided there is no increase in the approved budget. Attendance at events in mainland Europe and further afield to be subject to Committee approval.

### **3.6 Procurement**

The exercise of delegated powers in respect of this area is subject to consultation with the Procurement Manager when required and in accordance with, the procurement policy and all relevant Council policies.

**3.6.1** Procuring goods, services or works under the statutory limit of £30,000 where the procurement -

- is in relation to matters of a routine or recurring nature; or
- is in relation to the operational requirements of the Department
- is included in an agreed Council plan.
- Is in accordance with the Councils financial regulations and procurement policies and approved framework for the use of consultants

**3.6.2** Authorising the completion of a contract for the procurement of goods, services or works over the statutory limit of £30,000, following a tender exercise, which has been awarded in accordance with the Councils Financial Regulations and procurement policies

**3.6.3** Terminating a contract awarded by the Council where the contractor is in breach of contract and unable or unwilling to proceed therewith, subject to following the Council's procurement procedures.

**3.6.4** Taking action to ensure contract compliance and negotiating claims and contract variations in accordance with the Councils financial regulations.

**3.6.5** Signing maintenance agreements subsequent to capital acquisitions agreed by the Council, subject to consultation with Council appointed solicitor.

**3.6.6** Making arrangements for the supply of goods and services pursuant to Section 105 of the Local Government Act (Northern Ireland) 1972.

### **3.7 Small grants**

**3.7.1** Approving the allocation of small grants in line with the award criteria, where Council has established and or administers a scheme and has authorised the Strategic Director to manage its implementation, subject to regular reporting to the relevant committee.

## 4. SPECIFIC DELEGATED FUNCTIONS

The following specific functions are delegated to the specified officers below:

### 4.1 **Chief Executive**

All the delegations listed below shall be exercised in accordance with relevant legislation, Council regulations, policies and budgets.

Furthermore, the Chief Executive shall also have authority to authorise any officer to act on behalf of any other officer in order to discharge the delegated powers as authorised in this Scheme.

- 4.1.1** Discharging all functions and responsibilities in terms of all relevant legislation and regulations, and within policy and agreed budgets, for the following functional/directorate areas:
- Position
  - Place
  - People
  - Performance
- 4.1.2** Undertaking all matters ensuring the professional management of the Council.
- 4.1.3** Authorised as the Deputy Returning Officer for the Armagh City, Banbridge and Craigavon Borough Council area to discharge all functions and responsibilities granted to the post holder by The Electoral Office for Northern Ireland, for the purposes of the smooth and efficient operation of Local Council Elections.
- 4.1.4** Making arrangements for the admission of the public and press to meetings of Council in accordance with The Local Government (Northern Ireland) Act 2014.
- 4.1.5** Settling, in consultation with the Lord Mayor, Party Group Leaders and Head of Department: Governance and Democratic Services, any points requiring interpretation or clarification in the practical application of this Scheme.
- 4.1.6** In consultation with the relevant statutory agencies agreeing to involve outside agencies in matters of fraud.
- 4.1.7** Authorising the obtaining of communications data, by way of applications under the Regulation of Investigatory Powers Act 2000, which have been assessed and verified by the Single Point of Contact (SPoC).
- 4.1.8** Invoking and making whatever arrangements are necessary for action under the Council's Emergency Plan.
- 4.1.9** Where appropriate defending all claims made, or legal proceedings instituted against the Council including initiating mediation, compromising or settling (based on professional and legal advice) as appears necessary or desirable in the best interests of the Council. Updates will be provided to Council on major corporate legal matters as required.

**4.1.10** Requiring any officer of the Council to refer a matter to Committee and or/or Council even in the instances where the officer may have delegated authority to deal with the matter

**4.1.11** Issuing a direction, as he or she considers appropriate, that any officer shall not exercise a delegated function

## **4.2 Position**

The Strategic Director (and in designated service areas the relevant Head of Department) are authorised to discharge the following functions and responsibilities in accordance with relevant legislation, Council regulations, policies and budgets.

- Planning (separate scheme)
- Community/ Corporate Planning (no delegated functions at present)
- Building Control
- Estates and Asset Management

### **4.2.1 Building Control**

The functions listed below are in relation to Building Regulations, energy performance of Building Regulations (Certificates and Inspections), Dangerous Structures legislation and Safety of Sports Grounds legislation for which the Council has statutory responsibility -

- Enforcing all regulations, fees, orders and bye-laws made under the said legislation as outlined in Appendix III
- Exercising all powers in relation to the issue (but not refusal) of permits and licences
- In consultation with the appropriate Legal Advisor instituting legal proceedings and making legal applications on behalf of the Council.
- Issue Notices of No Effect, where plans deposited in accordance with Building Regulations Order have not commenced within 3 years of the deposit of the plans.
- Vary or revoke Certificate(s) for types of building (type Approval) and publish notices that a type Approval Certificate is to be varied or revoked.
- Authorise officers to exercise the powers to enforce the Energy Performance of Buildings Regulations including issuing of Fixed Penalty Notices.
- Serve notice on the owner of ruinous/dangerous buildings to either take down, repair or make safe the building to protect people passing and occupiers of neighbouring properties.
- Issuing property certificates
- Exercising all powers (excluding approval of street names, which remains a decision of council) in relation to enforcement matters pertaining to street naming and postal in accordance with legislation and policies.
- Serve notice on the owner of dangerous buildings, walls, structures etc. to repair, remove, protect or enclose the work to protect people using the street or a public footpath or road etc.

#### **4.2.2 Estates and Asset Management**

The functions listed below are in relation to Estates and Asset Management legislation for which the Council has statutory responsibility -

- Implement the policies, procedures, guidelines and protocol relating to the Council's Asset Management Strategy and its portfolio of estates
- Varying the opening times of, or restricting access to, or closing such assets in special circumstances (for example to permit maintenance or other operational reasons) in consultation with the Chairman of the relevant Committee
- In consultation with the appropriate Legal Advisor instituting legal proceedings where there is understood to be a breach of a contract
- Taking action to ensure that car parks are operated as efficiently and as effectively as possible in line with Off Street Car Parking Orders
- Making orders for the use of any parking place for temporary alternative use
- Making orders for the suspension of the use of a parking place or any part of it for specified occasions or circumstances
- Appointing and authorising such persons as may be necessary for the supervision of parking spaces
- Renewal of Leases and instructing the Council's Valuer to undertake reviews in respect of leases and rents, except where these are in dispute when the matter should be referred to Committee and Council for consideration.
- Where a framework agreement has been entered into by Council, signing order forms and call off terms and conditions for the appointment of professional services in construction and premises and maintenance works and /or services across the estate.

#### **4.3 Performance**

The Strategic Director (and in designated service areas the relevant Head of Department) are authorised to discharge the following functions and responsibilities in accordance with Council policies, budgets and within the parameters of all relevant legislation and guidance in the following areas –

- Finance, ICT, and Procurement
- Governance and democratic services (no delegated functions at present)
- Human Resources and Organisational Development
- Performance and Audit (no delegated functions at present)

##### **4.3.1 Finance**

The functions listed below are in relation to financial, ICT and procurement legislation for which the Council has statutory responsibility -

- Making safe and efficient arrangements for proper administration of financial affairs pursuant to section 1 of the Local Government Finance Act (Northern Ireland) 2011
- Writing off any loss of money (including bad debts) and loss of stores and obsolete equipment and materials in accordance with the limits outlined in the Financial Regulations
- Making safe and efficient arrangements for the receipt and payment of all money by the Council
- The administration of the Prudential Code and the Councils Treasury Management policy including undertaking borrowing, investment activities and daily banking transactions within the delegated limits approved by the Council each year
- In exceptional circumstances for Members of Council and employees attending conferences etc. outside the United Kingdom, reimbursing expenses on an actual cost basis, subject to the submission of vouchers or receipts
- Taking all necessary action to procure goods and services or works subject to compliance with the Council's Standing Orders, Financial Regulations and Procurement Guidelines and that, where necessary, the appropriate Committee is kept fully advised by way of regular reporting
- Authorising the completion of a contract for the procurement of goods, services or works following a tender exercise, where the Council has approved the invitation to tender and the award of the contract is made in accordance with the predetermined award criteria
- Making payment of expense claims to Council officers, elected members in line with approved procedures.

#### **4.3.2 Human Resources**

The functions listed below are in relation to Human Resources legislation for which the Council has statutory responsibility -

- Allowing or disallowing all requests for leave of any kind in accordance with the Schemes of Conditions of Service adopted by Council and granting paid special leave to an employee in exceptional circumstances, and approving other paid or unpaid leave of absence subject to all relevant Council policies
- Taking action, including terminating or varying contracts of employment in respect of employees in accordance with all relevant Council policies following consultation with the Head of Human Resources and Organisational Development
- Determining the grading of posts
- Organising staff conferences and recognition events
- Determining essential and casual car user status for Council employees

- Determine requests for early and flexible retirement in consultation with the Chief Executive or relevant Strategic Director. The Chief Executive can approve voluntary severance requests that are below Head of Department level in accordance with the agreed voluntary severance policy approved by Council.

#### **4.4 People**

The Strategic Director (and in designated service areas the relevant Head of Department) is authorised to discharge the following functions in accordance with relevant legislation, Council regulations, policies and budgets.

- Environmental Health
- Health and Recreation
- Environmental Services (no specific delegated functions at present)
- Community Development (no specific delegated functions at present)

##### **4.4.1 Environmental Health**

The functions listed a below are in relation to all environmental health and public protection legislation for which the Council has statutory responsibility:

- Enforcing all regulations, orders and bye-laws made under the said legislation
- Issuing and serving certificates and notices
- Exercising all powers in relation to the issue of certificates, permits, licences, approvals, authorisations, consents, registrations (including maintaining statutory registers) and making of orders (but not refusals) where the Council must consider representations (public and/or statutory) in accordance with the Protocol for Hearing of Representations in relation to licensing matters
- Refusing an application where all of the necessary supporting documentation or the appropriate fee has not been provided to the Council within set timeframes
- In consultation with the appropriate Legal Advisor instituting legal proceedings and making legal applications including objections on behalf of the Council
- Authorising persons and officers pursuant to the relevant legislation for the purpose of exercising any statutory power
- Executing works where the responsible person is in default of compliance with any notice and in an emergency where empowered by statute and recovering costs
- Generally enforcing all other statutory powers conferred on the Council or pursuant to any arrangements made under Section 104 or 105 of the Local Government Act (NI) 1972
- Agreeing any transfer or assignment of enforcement responsibility under Regulation 7 and Regulation 8 (1) of the Health and Safety (Enforcing Authority) Regulations (Northern Ireland) 1999.

#### **4.4.2 Health and Recreation**

The functions listed below are in relation to all health and recreation services legislation including natural heritage and biodiversity for which the Council has statutory responsibility.

- Applying the approved schedule of charges to all leisure facilities and apply discounted prices for leisure services and facilities when these are considered appropriate to meet market conditions
- Enforcing all bye laws and regulations in relation to parks and open spaces
- Protecting public rights of way and generally enforcing the Access to the Countryside (Northern Ireland Order) 1983
- Conserve and enhance biodiversity (the biodiversity duty)
- Ensure the implementation of the Habitats Regulations Assessment for European Designated and RAMSAR (wetlands) sites
- Designating local nature reserves in line with all approved policies, procedures and plans.

#### **4.5 Place**

The Strategic Director (and in designated service areas the relevant Head of Department) is authorised to discharge the following functions in accordance with relevant legislation Council regulations, Council policies, budgets and within the parameters of all relevant legislation and guidance in the following areas -

- Economic development
- Tourism, Arts and Culture
- Regeneration

##### **4.5.1 Economic Development**

The functions listed below are in relation to all economic development legislation for which the Council has statutory responsibility:

- Attendance at events and conferences to enable, with key partners, the development of overseas contacts for business, investment and economic development purposes.

##### **4.5.2 Tourism Arts and Culture**

The functions listed below are in relation to tourism, arts and cultural legislation for which the Council has statutory responsibility:

- Entering into arrangements or contracts beneficial to the operation of facilities including advertising, events, sponsorship and marketing
- Apply discounted prices for services and facilities when these are considered appropriate to meet market conditions
- Implementation of the Tourism Strategy Action Plan and Arts and Cultural Framework plans.

### **4.5.3 Regeneration**

The functions listed below are in relation to regeneration legislation for which the Council has statutory responsibility:

- Attendance at events and conferences to attract and secure investment to aid the development and regeneration of the Borough
- Working in partnership with the Department of Communities to deliver approved public realm projects and regeneration schemes

Arrangements for discharge of functions of Council.

7. (1) A Council may arrange for the discharge of any of its functions -
- (a) by a committee, a sub-committee or an officer of the Council; or
  - (b) by any other Council.

(2) Subsection (1) is subject to any express provision contained in this Act or any Act passed after this Act.

(3) A Council's functions with respect to:

- (a) making a district rate under the Rates (Northern Ireland) Order 1977;
- (b) making a determination under section 13(1) of the Local Government Finance Act (Northern Ireland) 2011 (affordable borrowing limit) and monitoring an amount determined under that subsection;
- (c) borrowing money; and
- (d) acquiring or disposing of land, may only be discharged by the Council itself.

(4) Where by virtue of this section any functions of a Council may be discharged by a committee of the Council, the committee may arrange for the discharge of any of those functions by:

- (a) a sub-committee; or
- (b) an officer of the Council.

(5) Subsection (4) is subject to any contrary direction by the Council.

(6) Where by virtue of this section any functions of a Council may be discharged by a sub-committee of the Council, the sub-committee may arrange for the discharge of any of those functions by an officer of the Council.

(7) Subsection (6) is subject to any contrary direction by the Council or the committee.

## APPENDIX II - SPECIFIED OFFICER POSITIONS

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- **Chief Executive**
  - **Strategic Director of Position**
  - **Strategic Director of Place**
  - **Strategic Director of People**
  - **Strategic Director of Performance**
- 
- **Head of Community Planning**
  - **Head of Planning**
  - **Head of Building Control**
  - **Head of Estates and Asset Management**
  - **Head of Economic Development**
  - **Head of Tourism Arts and Culture**
  - **Head of Regeneration**
  - **Head of Environmental Health**
  - **Head of Environmental Services**
  - **Head of Health and Recreation**
  - **Head of Community Development**
  - **Head of Finance, Procurement and ICT**
  - **Head of Governance and Democratic Services**
  - **Head of Human Resources and Organisational Development**
  - **Head of Performance and Audit**

## APPENDIX III - LEGISLATIVE PROVISIONS

**Note these are the principal legislative provisions under which the Council derives its functions. The provisions listed are not exhaustive and responsibility for relevant legislation not expressly referred to will also delegate to the relevant Officers.**

### **POSITION**

#### **Building Control**

The Building Regulations (Northern Ireland) Order 1973  
The Building Regulations (Northern Ireland) Order 1977  
The Building Regulations (Northern Ireland) Order 1979 (as amended)  
The Building Regulations (Northern Ireland) 1990 (as amended)  
The Building Regulations (Northern Ireland) 1994 (as amended)  
The Building Regulations (Northern Ireland) 2000 (as amended)  
The Building Regulations (Northern Ireland) 2012 (as amended)  
The Building (Prescribed Fees) Regulations (Northern Ireland) 1997 (as amended)  
The Building (Prescribed Fees) (Amendment) Regulations (Northern Ireland) 2013 (as amended)  
Energy Performance of Buildings (Certificates and Inspections) Regulations (Northern Ireland) 2008 (as amended)  
The Town Improvement Clauses Act 1847 (Sections 75 to 78) as adopted by the Towns Improvement (Ireland) Act 1854, Section 39 (Ruinous and Dangerous Buildings)  
The Towns Improvement Clauses Act 1947  
The Public Health Acts Amendments 1907, Section 30 (Dangerous Places to be repaired or enclosed) which can be cited as the Public Health (Ireland) Acts 1878 – 1907  
The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 1985  
The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 1995

#### **Estates and Asset Management**

##### **Facility, Maintenance and Contract Management**

- Fire Safety Regulations (NI) 2010
- Disability Discrimination Act 1995
- Control of Asbestos Regulations (CAR) 2012
- The Health and Safety at Work (NI) Order
- The Management of Health and Safety at Work Regulations (NI)
- The Control of Substances Hazardous to Health Regulations (NI)
- The Reporting of Injuries, Diseases and Dangerous Occurrences (RIDDOR) Regulations (NI)
- The Notification of Cooling Towers & Evaporative Condenser Regulations (NI)
- The Control of Legionella bacteria in Water Systems – Approved Code of Practice and Guidance L8.
- Energy Performance of Buildings (Certificates and Inspections) Regulations (Northern Ireland) 2008
- The Construction (Design and Management) Regulations (Northern Ireland) 2016

### Land and Property Acquisition and Disposal

- Local Government Act (Northern Ireland) 1972, Sections 95 and 96
- The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Section 8
- Local Government Act (Northern Ireland) 2014.

### Off-Street Parking

- The Road Traffic Regulation (NI) Order 1997
- The Roads (Miscellaneous Provisions) Act (Northern Ireland) 2010
- The Roads (Northern Ireland) Order 1993
- The Road Traffic Regulation (Northern Ireland) Order 1997

Together with any other relevant legislation which may be introduced.

## **PEOPLE**

### Environmental Health

All current regulations as listed in the current legislative list maintained in the environmental health services ISO 9001 under the functions of-

- Animal Welfare
- Clean Neighbourhoods
- Consumer Protection
- Dog Control
- Emergency Planning
- Environmental Protection
- Food Control & Infectious Diseases
- Health and Safety
- Licensing and Regulatory Services
- Public Health & Housing
- Tobacco Control

### Health and Recreation including Natural Heritage and Biodiversity

- The Recreation and Youth Service (NI) Order 1986 Article 10
- The Nature Conservation and Amenity Lands (NI) Order 1985
- The Registration of Clubs (Northern Ireland) 1987
- The Conservation (Nature Habitats etc.) Regulations (Northern Ireland) 1995
- The Wildlife (Northern Ireland) Order 1985
- Wildlife and Natural Environment Act (Northern Ireland) 2011
- Access to the Countryside (NI) Order 1983

## **PLACE**

### Tourism and Culture

- The Museums (Northern Ireland) Order 1981
- The Tourism (Northern Ireland) Order 1992 article 30(3)

## PART 4

# RULES OF PROCEDURE

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- Rule 4** Audio Recordings
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- Rule 6** Additional Rights of Access for Elected Members
- Rule 7** Confidential Information
- Rule 8** Exempt Information

## **1. Meetings**

### **1.1 Procedure Rules apply to all meetings of the council, committees and sub committees.**

For these purposes “briefings” are not “meetings”.

For these purposes references to “reports” and “documents” does not include those in draft format.

These rules do not affect any more specific rights to information contained elsewhere in this Constitution or the law.

### **1.2 Rights to Attend Meetings**

Members of the public and the media may attend all meetings, subject only to the exceptions in these procedure rules.

### **1.3 Notice of Meeting**

The Democratic Services Manager will give at least three clear days’ notice of any meeting by posting details of the meeting at the three main council offices and on the council’s website, or if the meeting is convened at shorter notice, then at the time it is convened.

### **1.4 Access to Agenda and Connected Reports before the Meeting**

The Democratic Services Manager will make copies of any report available for inspection to members of the public at the offices of the council and on the council’s website before the meeting. However, where meetings are convened at shorter notice, copies of agenda and reports must be open to inspection from the time the meeting is convened.

Where an item is added to agenda, copies of the revised agenda will be open to public inspection from the time it was added to the agenda. Copies of any report for the meeting relating to the item will be available for public inspection as soon as the report is issued to members.

### **1.5 The Clerk of the council may withhold reports from public inspection if he/she considers they contain exempt or confidential information as defined in paragraphs 7 and 8 of these rules. Such reports will be marked “Confidential Report Removed” and the exemption category of information indicated.**

### **1.6 Exclusion of the Media and Public from Meetings**

The media and public must be excluded from meetings whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that confidential information (as defined in paragraph 7 of these rules) will be disclosed.

### **1.7 The media and public may be excluded from meetings whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that exempt information (as defined in paragraph 8 of these rules) will be disclosed.**

- 1.8** The decision to exclude the public must be made by a resolution of the meeting which must (in the case of exempt information) state the reasons for the exclusion (by reference to the relevant statutory category) which must be recorded in the minutes of the meeting.

## **2. Supply of Copies**

The council can supply on request a reasonable number of copies of any agenda and reports for the public part of the meeting for use by members of the public present at the meeting. Papers will be available on the council's website before the meeting.

Following request by any person and on payment by them of a reasonable charge to meet copying and clerical costs, the council will supply copies of any agendas, reports, minutes and records of decisions which are open to public inspection.

## **3. Access to Minutes after Meetings**

The Democratic Services Manager will retain and make available for public inspection for six years after a meeting of a decision-making body copies of the following:

- The agenda;
- the minutes of the meeting excluding any part of the minutes of proceedings when the meeting was not open to the public or which disclose exempt or confidential information;
- a summary of any proceedings not open to the public where the minutes open to inspection would not provide a reasonably fair and coherent record of proceedings, but without disclosing the exempt information. As soon as is reasonably practicable the document open to inspection should be placed on the council's website.

## **4. Audio Recordings**

As far as is reasonably practical an audio recording of the council meeting open to the public will be available to the public at the offices of the council until the expiration of the period of six years from the date of the meeting and published on the council website until the expiration of the period of two years from the date of the meeting.

## **5. Summary of Public Rights**

A written summary of the public's rights (Article 3 of the Constitution) to attend meetings and to inspect and copy documents must be kept at and available to the public at the Council's website and at the Council Offices. This Constitution constitutes the written summary

## **6. Additional Rights of Access for Elected Members**

An elected member has a right to see any document in the possession of, or under the control of, the Council relating to any business to be transacted at a meeting of the Council, a committee or sub-committee. However, the Chief Executive has the power to withhold any such document which in his/her opinion contains exempt information of certain types e.g. relating to individuals, the terms of a proposed contract, consultations or negotiations regarding labour relations matters, or legal proceedings.

An elected member has a right under Section 48 of the Local Government Act (Northern Ireland) 2014 to inspect the accounts of the Council.

## **7. Confidential Information**

Confidential information means, in accordance with Section 42 (3) of the Local Government Act (Northern Ireland) 2014:

- Information provided to the council by a government department upon terms (however, expressed) which forbid the disclosure of the information to the public.
- Information the disclosure of which to the public is prohibited by or under any statutory provision or by the order of a court.

## **8. Exempt Information**

Exempt information, in accordance with Schedule 6 Part 1 of the Local Government Act (Northern Ireland) 2014, means information which falls within one or more of the following categories and in respect of which in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information:

- Information relating to any individual.
- Information which is likely to reveal the identity of an individual.
- Information relating to the financial or business affairs of any particular person including the authority holding that information.
- Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matters arising between the council or government department and employees of, or office holders, under, the council.
- Information in respect of which a claim of legal professional privilege could be maintained in legal proceedings.
- Information which reveals that the council proposes:
  - to give under any statutory provision a notice by virtue of which requirements are imposed on a person; or
  - to make an order or direction under any statutory provision.
- Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

## Armagh City, Banbridge and Craigavon Borough Council Budget 2020/2021

### 2020/2021 ESTIMATES COUNCIL SUMMARY

	Gross Expenditure Budget		Gross Income Budget		Net Budget	
	2019/20	2020/21	2019/20	2020/21	2019/20	2020/21
	£	£	£	£	£	£
Place Directorate	8,935,386	9,030,196	2,298,750	2,308,189	6,636,636	6,722,007
People Directorate	47,745,302	47,562,400	9,852,962	9,054,698	37,892,340	38,507,703
Position Directorate	10,795,657	11,271,407	3,882,356	4,023,351	6,913,301	7,248,056
Performance Directorate	8,839,526	9,106,790	240,297	180,297	8,599,229	8,926,493
Capital Financing Budget	12,224,589	12,674,589	0	0	12,224,589	12,674,589
<b>Council Total</b>	<b>88,540,460</b>	<b>89,645,383</b>	<b>16,274,365</b>	<b>15,566,535</b>	<b>72,266,095</b>	<b>74,078,848</b>

## CONTRACT PROCEDURE RULES

### TERMS AND CONDITIONS - GOODS AND SUPPLIES

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## TERMS & CONDITIONS – GOODS AND SUPPLIES

### 1. Definitions and Interpretation

1.1 In these conditions “the Contract” means the contract concluded between the council and the supplier, including all specifications, plans, drawings, instructions to tender, tender documents and all other documents that are relevant to the contract and are listed in the schedule and also such of these conditions as are included in the terms and provisions of the contract.

1.2 For the purpose of this contract except where expressly stated to the contrary, the following words shall have the following meaning:

Acceptance Criteria	means any acceptance criteria for the purpose of Clause 5 herein;
Affected Party	means the party seeking to claim relief in respect of force majeure event;
Authorised Officer	means the person duly authorised by council to act within the purposes of this provision;
Commercially Sensitive Information	means the information listed by the supplier as being commercially sensitive in accordance with the Freedom of Information statement and Clause 20;
Confidential Information	means the information provided by either party to the other in any manner or form that requires the protections as set out in Clause 19, provided that each item of information would appear to a reasonable person to be confidential or is specifically stated by the disclosing party to be confidential;
Contract Documents	means the documents as set out in Clause 3.1;
Contract Period	means the period from this contract taking effect until its expiry in accordance with Clause 4 or its earlier termination;
Contract Price	means the price exclusive of VAT, payable to the supplier by the council under the contract for the full and proper performance by the supplier of his part of the contract as determined under the provisions of the contract;
Contracting Council	means any contracting council;

Supplier	means the person who undertakes to supply the goods or render such other services for the council as is provided by the contract;
Council	means Armagh City, Banbridge and Craigavon Borough Council;
Environmental Information Regulations	means the Environmental Information Regulations 2004;
Force Majeure	means an act of God, disease, strike, lockout, fire or other accident or incident of any nature beyond the control of the relevant party;
Freedom of Information	means the Freedom of Information Act 2000;
Goods	means all goods which the supplier is required under the contract to supply or in connection with which he is required under the contract to carry out any service;
Invitation to Tender	means the invitation to tender issued by the council for the supply of goods and/or services;
Order	means an order placed by the council for the supply and delivery of goods at the contract price. The council shall allocate an official number for each order;
Samples	means any samples submitted to the council as part of the procurement procedure leading to the award of the contract;
Services	means any services supplied or to be supplied by the supplier in accordance with this contract;
Specification	means the description of the goods and supplies to be delivered under the contract;

Sub-Contractor	means the third party with whom the supplier enters into a sub-contract or its servants or agents and any third party with whom that third party enters into a subcontract or its servants or agents;
Supplier Personnel	means all employees, agents, consultants and contractors of the supplier and/or of any sub-contractor.

**1.3** Any decision, act or thing that the council is required or authorised to take or do under the contract may be taken or done by any person authorised either generally or specifically, by the council to take or do that decision, act or thing, and that person shall be the “Authorised Officer” and shall be the person named in the schedule or his appointed representative.

**1.4** The council shall deem that any communication sent to the supplier by name at the last known place of abode or business of the supplier to have been received, unless it is returned by the Post Office undelivered, to have been given or made at the time when the letter would in the ordinary course of post be delivered.

## **2. Commencement and Duration**

The commencement date of the contract and the contract period shall be on the date or dates specified in the invitation to tender or schedule.

## **3. Scope**

**3.1** The contract shall comprise of the following:

- the terms and conditions of contract
- the special conditions; if any
- the specification;
- the tender submitted by supplier in response to the invitation to tender including any method statement; and
- contract price.

**3.2** In the event of any conflict or inconsistency between these documents the following order of precedence shall be deemed to apply:

- the terms and conditions of contract;
- the special conditions; if any
- the specification;
- the tender submitted by the supplier in response to the invitation to tender;
- the order

**3.3** The contract together with any order issued hereunder constitutes the entire understanding between the parties relating to the subject matter of the contract and supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

#### **4. Supply and Delivery**

**4.1** The council may at any time during the contract period order goods from the supplier by serving an order on the supplier.

**4.2** The supplier shall at his own expense supply, deliver and install, where specified, in accordance with the provisions of the contract such goods and in such quantities and by such methods of delivery and at such times and places as set out in the contract documents or (if not set out) as shall be required by the council.

**4.3** If the contract period expires before the supply or delivery of any goods comprised in an order, the supplier shall remain liable for the completion of the order. The terms and conditions of this contract shall continue in full force and effect until such completion occurs.

**4.4** The goods shall comply with the requirements of any statutes, orders, regulations or bye-laws in force.

**4.5** The goods shall be sufficient for the purpose for which the goods are ordinarily used and for any particular purpose made known to the supplier by the council. The council relies on the skill and judgement of the supplier in the supply of the goods and their execution of the contract.

**4.6** The council reserves the right to alter from time to time the said samples, patterns, specifications, plans, drawings or other documents as and from a date and to the extent specified by the council after consultation.

**4.7** Where any such alteration involves a change in price, or delivery, or the period required for the production of any goods, the council and the supplier shall agree a revised contract price for the goods and the contract shall be amended in writing. The contract shall remain unaltered.

#### **5. The Goods**

**5.1** The supplier shall at its own cost ensure that all goods supplied to the council under the contract shall be compliant with:

- the specification;
- any requirement of any legislation;
- any European Union specification or Code of Practice for British Standard specification or British Standard Code of Practice or European Union equivalent and that all goods supplied are fit for purpose;

- 5.2 The supplier shall ensure that any goods supplied hereunder will correspond in all respects with any samples.
- 5.3 The council shall have the right where in its sole opinion the goods do not correspond in all respects with any samples to reject those goods.
- 5.4 Where under the terms of the contract any acceptance criteria have been specified, the council shall not be obliged to accept the goods unless and until the supplier has demonstrated that all acceptance criteria for the goods have been met and the council has issued an acceptance letter.
- 5.5 The council may reject any goods that in its sole opinion believes are not of satisfactory quality or are not in accordance with the requirements of the contract or which fail to satisfy the acceptance criteria.
- 5.6 In all cases of rejection, the supplier shall, at his own expense, remove the rejected goods and replace them as the council directs with goods that comply with the specification.
- 5.7 Unless otherwise stated by the contract all containers (including packing cases, boxes, tins, drums and wrappings) supplied by the supplier shall be considered as non-returnable and their costs included in the contract price.
- 5.8 Unless otherwise required, the supplier shall guarantee goods for a period of not less than 12 months from them being put into service or 18 months from delivery.
- 5.9 If the council shall within the guarantee period whether as set out in Clause 5.8 or in any other guarantee or manufacturer's guarantee or other guarantee howsoever provided or within thirty days thereafter give notice in writing to the supplier of any defect in any of the goods which may have arisen during the guarantee period under proper and normal use, the supplier shall (without prejudice to any other rights or remedies which the council may have) as quickly as possible remedy such defects (whether by repair or replacement as the council may elect) without cost to the council.

## **6. Mistakes in Information**

- 6.1 The supplier shall be responsible for the accuracy of all drawings, documentation and information supplied to the council by the supplier in connection with the provision of the goods and shall pay the council any extra costs associated with discrepancies, errors and omissions included but not limited to any loss or damage suffered by the council.

## **7. Delivery and Carriage**

- 7.1 The goods shall be delivered at the expense of the supplier to the place or places specified in the contract documents or otherwise specified by the council and in accordance with specified delivery timescales.
- 7.2 Any equipment used by the council in connection with the delivery shall be provided without acceptance by the council of any liability whatsoever and the

supplier shall indemnify the council in respect of any actions, suits, claims, demands, losses, charges, loss and expenses which the council or the supplier may suffer or incur as a result of or in connection with any damage occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the supplier or its sub-contractors.

- 7.3 The property of the goods transfers when the goods are delivered. Delivery is deemed to have occurred when they reach possession of the council or its authorised officer.
- 7.4 When after delivery any of the goods are rejected, those goods shall, for the purpose of the contract, be considered not to have been delivered under the contract and the property of the goods shall return to the supplier who will have been informed of the rejection.
- 7.5 Any goods supplied in excess of that ordered or rejected by the council shall be returned at the supplier's risk and expense unless otherwise stated.
- 7.6 The supplier shall provide the council with a delivery note giving the full particulars of the delivery including the order number.
- 7.7 Where goods are delivered by weight and are not weighed at the place of delivery, the supplier shall provide the council with a weight ticket at the time of delivery.
- 7.8 Where goods are supplied by weight, the council shall pay for the net weight of the goods and shall not be liable for the return of any such packaging material.

## **8. Contract Price**

- 8.1 The contract price shall remain fixed (not subject to variation), unless the council agrees that there has been a change in legislation that could not be foreseen as per Clause 29, for the contract period or for 12 months from the commencement date of the contract period if the contract period is more than 12 months.
- 8.2 Thereafter, if by reason of any rise or fall on the costs (ruling at the date of tender) of the materials, labour, transport or the carrying out by the supplier of statutory obligations the cost of the contractor performing his/its obligations under the contract shall be increased or reduced, the amount of such increase or reduction be added to or deducted from the price quoted in the contract documents, as the case may be, provided that no account shall be taken of any amount by which any costs incurred by the supplier has been increased by the default, act or omission of the supplier.
- 8.3 Unless otherwise specified, the supplier shall only be entitled to one price increase for each year of the remainder of the contract period and any subsequent period arising from the council having exercised its option to renew the contract and any price increase shall be in line with the All Items Retail Price Index.
- 8.4 All requests for price increases must be made in writing by the supplier and sent to the authorised officer not less than two months prior to the expiry of the

first year of the contract period and thereafter not less than two months before each anniversary of the commencement date of the contract (and any subsequent period, if applicable).

- 8.5** Any price increase under this clause shall not be awarded unless the aforementioned provision is adhered to and unless the supplier shall within 28 days of it being requested to do so, furnish such evidence as the council may reasonably require to substantiate the claim.

## **9. Invoices and Payment**

- 9.1** The charges payable by the council in respect of goods shall be determined by reference to the Price of Goods Schedule and the quantity comprised in the order and delivered to the council in accordance with the terms of this contract.
- 9.2** The charges are exclusive of Value Added Tax. The council shall pay the Value Added Tax on the charges at the applicable rate.
- 9.3** The council may reduce payment in respect of Goods that the Supplier has, in the sole opinion of the council, failed to provide or has provided inadequately.
- 9.4** The council shall pay any undisputed sums within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed and goods supplied to the satisfaction of the council.
- 9.5** Payment will be made by BACS.
- 9.6** In accordance with Clause 29 and in the event that the council agrees that a change in legislation could not be foreseen and the cost to the supplier of performing its obligations under the contract increases or decreases as a result of a change in legislation the provisions of Clause 8 shall apply.

## **10. Variations**

- 10.1** The supplier shall not alter any of the goods except as directed by the council, but the council shall have the right from time to time during the contract, by written notice to the supplier change the specification and add to or omit, or otherwise vary, the goods including the order in which the goods are to be delivered. Such a change is herein after called 'a Variation'. The supplier shall carry out variations as though they were contained within the contract.
- 10.2** In the event that the supplier is unable to carry out the variation within a reasonable timescale in accordance with Clause 10.1 above, the council may terminate the contract and recover from the supplier the amount of any loss or damage suffered by the council resulting from the termination.
- 10.3** In the event of any variation of the specification requiring an amendment the contract price, such amendment shall be calculated by the council and agreed in writing with the supplier. The amount should fairly reflect the nature and extent of the variation. The variation shall not take effect until the revised contract price has been agreed. Failing to agree a variation shall determined by negotiation or mediation as per Clause 33.

**10.4** If in the opinion of the supplier, any such variation is likely to prevent the supplier from fulfilling any of their obligations under the contract, the supplier shall notify the council immediately whereupon the council shall inform the supplier within ten working days whether or not the said variations shall be carried out. Until the council confirms such instructions in writing they shall be deemed not to have been given.

## **11. Use of Documents, Information etc.**

**11.1** The council reserves the general right to disclose information about this contract, unless otherwise agreed in writing.

**11.2** Except with the consent in writing of the council, the supplier shall not disclose or make use of any of the information issued by or on behalf of the council in connection with the contract or any provision thereof to any person other than a person employed by the supplier in the carrying out of the contract or any sub-contractor, contractor or other person concerned with same. Such disclosure shall be made in confidence and shall extend so far only as may be necessary for the purposes of the contract.

**11.3** Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the council for the purposes of the contract remain the property of the council.

**11.4** The supplier shall retain, produce when required (and explain as necessary) such accounts, documents (including working documents) and records as the council, or the Contract Manager, may request, in connection with the contract, at any time during the contract and for a period of 2 years from the date of expiry or termination or such longer period as may be agreed between the council and the supplier in writing at or before the commencement of the contract; and afford such facilities as the council may reasonably require for his representatives to visit the supplier's premises and examine the records under this condition.

## **12. Meetings and Reports**

**12.1** When requested the supplier shall be available to attend meetings at his own expense.

**12.2** Where progress/performance reports are required to be submitted under the contract, the supplier shall render those reports at such time and in such form as may be specified or otherwise agreed between the parties.

## **13. Health and Safety**

**13.1** The supplier's attention is drawn to the provision of the Health and Safety at Work (Northern Ireland) Order 1978 and in particular to Article 4 "General Duties of Employers to their Employees".

**13.2** The supplier shall adequately train, instruct and supervise staff to ensure that so far as is reasonably practicable, the health and safety of all persons who may be affected by the services provided under the contract.

- 13.3** The supplier shall make all necessary tests and examinations prior to the delivery of goods to ensure that they are designed, constructed and tested without risk to the health and safety of persons using the goods and also ensure that adequate information has been supplied about the use of the goods. The supplier shall indemnify the council against all actions, suits, claims, demands, losses, charges, costs and expenses which the council may suffer and incur as a result of or in connection with any breach of this condition.
- 13.4** The supplier shall notify the council of any health and safety hazards of which it is aware or which may arise in connection with the performance of this contract.

#### **14. Indemnity and Insurance**

- 14.1** Without prejudice to any rights or remedies of the council (including the council's rights and remedies under the contract) the supplier shall indemnify the council against all actions, suits, claims, demands, losses, charges, costs and expenses which the council or any third party may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person or in respect of any consequential loss which may result directly or indirectly from any defect in the goods or the negligent or wrongful act or omission of the supplier.
- 14.2** The supplier shall be insured with a reputable insurance company and be in possession of a policy or policies providing an adequate level of cover in respect of all risks which may be incurred by the supplier, arising out of the supplier's performance of the contract, in respect of death or personal injury, or loss of or damage to property. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the supplier.
- 14.3** The supplier shall hold and maintain all necessary insurances that are required for the performance of the contract including but not limited to, Professional Indemnity, Public Liability, and Employer's Liability insurance cover and shall ensure that all professional consultants and sub-contractors involved in the provision of the goods hold and maintain appropriate cover.
- 14.4** The supplier shall indemnify the council to a limit specified in the schedule or invitation to tender in respect of any one incident or series of incidents arising out of his performance of the contract against all claims, proceedings, actions, damages, legal expenses and any other liabilities in respect of any loss of or damage to property which is caused directly or indirectly by any act or omission of the supplier save indemnity in respect of death of personal injury, or loss, or damage, was not caused or contributed to by his negligence or default, or the negligence or default of his staff or sub-contractors, or by any circumstances within his or their control.
- 14.5** The Supplier shall at the request of the council produce policy documentation.

#### **15. Warranties and Representations**

- 15.1** The supplier warrants and represents that:

**15.1.1** the supplier has full capacity and authority and all necessary consents to enter into and perform this contract;

**15.1.2** the supplier shall discharge its obligations hereunder with all due skill, care and diligence.

## **16. Intellectual Property**

**16.1** All patents, copyright and other intellectual property rights in all documents (including but not limited to drawings, working notes and books), transparencies, prints, photographs, negatives, tapes, discs, software information or other items created or supplied by the council to the supplier in connection to this contract shall remain the property of the council. All originals and copies thereof shall be delivered to the council upon completion of the contract or earlier upon receipt of the council's written notice to the supplier.

**16.2** All patents, copyright and other intellectual property rights relating to the services, shall vest in the council and the supplier waives in favour of the council all moral rights therein.

**16.3** The ownership of and sole right to the copyright in any document prepared by the supplier in connection with the contract shall be vested in the council from the commencement of the preparation of the contract.

**16.4** The supplier shall not have the right to use any data, reports, drawings, specifications, designs, invention, plans, programs or other material referred to in Clause 16.1 and under Clause 16.3 for its own commercial purposes unless there has been prior written consent by council and then only in compliance with such terms as may be imposed.

**16.5** It shall be a condition of the contract that, except to the extent that the goods incorporate designs furnished by the council, the goods will not infringe any patent, trademark, registered design, copyright or other right in the nature of intellectual property of any third party. The supplier shall indemnify the council against all actions, suits, claims, demands, losses, charges, costs and expenses which the council may suffer or incur as a result of or in connection with any breach of this clause.

**16.6** All intellectual property rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patents, patterns, models, designs or other material.

**16.6.1** furnished to or made available to the supplier by the council shall remain the property of the council;

**16.6.2** prepared by or for the supplier for use, or intended use, in relation to the performance of this contract shall belong to the council and the supplier shall not without prior written consent from the council use or disclose any such intellectual property and intellectual property rights or any other information (whether relevant to this contract or not) which the supplier may obtain in performing the contract except information which is in the public domain. The supplier must ensure that any servants, agents, suppliers and sub-contractors engaged by them in relation to the provision of this contract also adhere to

these conditions by way of international and authorised release under this contract.

- 16.7** The provisions of this clause shall apply during the contract period and continue indefinitely after its expiry or termination.

## **17. Transfer and Sub-Contracting**

- 17.1** The supplier shall not assign, transfer, novate, sub-contract or otherwise dispose of this contract or any part thereof without the previous consent in writing of the council.

- 17.2** Subject to permission being obtained to sub-contract the supplier shall remain responsible for any acts and omissions of its sub-contractors as though they were its own.

- 17.3** The supplier shall forthwith inform the council in writing of any proposal or negotiations which may or will result in a merger, take-over, change of control, change of name or status, or the supplier (being a company as defined in the Companies (NI) Order 1986-1990) shall inform the council of any such change as defined in section 416 of the Income and Corporation Taxes Act 1988. The contractor shall comply with any request by the council for information arising from this condition.

## **18. Data Protection**

- 18.1** Each party shall comply with its respective obligations under the provisions of the Data Protection Act 1998.

- 18.2** Where the supplier or any of its sub-contractors, as part of this contract, process personal data as a data processor on behalf of the council, the supplier shall, and shall procure its sub-contractors:

- 18.2.1** to act only on instructions from the council as data controller; and

- 18.2.2** comply with the council's instructions in relation to the processing of personal data as such instructions are given and varied from time to time by the council.

## **19. Confidentiality**

- 19.1** The supplier acknowledges that any confidential Information obtained from or relating to the council, its servants or agents remains the property of the council.

- 19.1.1** Each party:

- a) shall treat all confidential information belonging to the other party considered as confidential and safeguard it accordingly; and
- b) shall not disclose any confidential Information belonging to the other party to any other person without the prior written consent of the other

party, except to such persons and to such extent as may be necessary for the performance of the contract or except where disclosure is otherwise expressly permitted by the provisions of this contract.

**19.1.2** The supplier shall take all necessary precautions to ensure that all confidential information obtained from the council under or in connection with the contract:

- a) is given only to such of the staff and professional advisers or consultants engaged to advise it in connection with the contract as is strictly necessary;
- b) for the performance of the contract; is treated as confidential and not disclosed (without prior approval) or used by any staff or such professional advisers or consultants otherwise than for the purposes of the contract.

**19.1.3** Where it is considered necessary in the opinion of the council, the supplier shall ensure that staff or such professional advisers or consultants sign a confidentiality undertaking before commencing work in connection with the contract.

**19.2** The supplier shall not use any confidential information received otherwise than for the purposes of the contract. The provisions of Clause 19.1 shall not apply to any confidential Information received by one party from the other:

- a) which is or becomes public knowledge (otherwise than by breach of this clause);
- b) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- c) which is in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
- d) is independently developed without access to the confidential information; or
- e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under Freedom of Information pursuant to Clause 20.

**19.3** Nothing in this condition shall prevent the council disclosing any confidential information for the purpose of:

- a) the examination and certification of the council's accounts; or
- b) any examination pursuant to Section 7 Local Government N.I. Order 2005

or disclosing any confidential information obtained from the supplier:

- a) to any other department, office or agency of the government; or
- b) to any person engaged in providing any goods or services to the council for any purpose relating to or ancillary to the contract. Provided that in disclosing information, the council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

**19.4** Nothing in this condition shall prevent either party from using any techniques, ideas or know-how gained during the performance of the contract in the

course of its normal business, to the extent that this does not result in a disclosure of confidential information or an infringement of intellectual property rights.

- 19.5** In the event that the supplier fails to comply with Clause 19 the council reserves the right to terminate the contract by notice in writing with immediate effect.

## **20. Freedom of Information**

- 20.1** The supplier acknowledges that the council is subject to the requirements of the Freedom of Information Act and Environmental Information Regulations and shall assist and co-operate with the council (at the supplier's expense) to enable the council to comply with information disclosure requirements.

- 20.2** The supplier in signing the tender document acknowledges the possibility of disclosure under the provisions of the Freedom of Information Act and the Environmental Information Regulations.

- 20.3** The council shall be responsible for determining at its absolute discretion whether commercially sensitive information or any other information:

- a) is exempt from disclosure in accordance with the provisions of the Freedom of Information Act and the Environmental Information Regulations
- b) is to be disclosed in response to a request for information; and in no event should the supplier respond directly to a request for information unless expressly requested to do so by the council.

- 20.4** All information provided by the supplier will be considered as confidential up to and including the evaluation process. Beyond this stage the provisions of the Act and regulations will govern what the council is obliged to disclose. The evaluation process will be deemed to have been completed when the council has made its decision or authorised officer has decided that the particular procurement exercise is not viable.

- 20.5** Information provided in the contract documents could be disclosed in response to a Freedom of Information request. The council will proceed on the basis of disclosure unless an appropriate exemption applies. Decisions with regard to disclosure will be taken by appropriate Officers within the council having due regard to the exemptions available and the public interest in maintaining the exemption.

- 20.6** Suppliers are required to highlight information that they include in completed tender documents, which they consider to be commercially sensitive or confidential in nature and should state the precise reasons why that view is taken, in particular issues concerning trade secrets and commercial sensitivity should be highlighted. Suppliers are advised against recording unnecessary information.

- 20.7** In accordance with the Lord Chancellors Code of Practice on the discharge of public functions, the council will not accept any contractual term that purports to restrict disclosure of information held by the council in respect of the contract or procurement exercise save as permitted by the Freedom of Information Act

or the Environmental Information Regulations. The decision whether to disclose information rests solely with the council, in their absolute discretion.

## **21. Equality of Opportunity**

**21.1** The supplier shall comply with all applicable fair employment and treatment and anti-discrimination legislation, including, in particular but not exclusively, the Employment (Northern Ireland) Order 2002, the Fair Employment and Treatment (Northern Ireland) Order 1998, the Sex Discrimination (Northern Ireland) Orders 1976 and 1988, the Equal Pay Act (Northern Ireland) 1970, the Disability Discrimination Act 1995, the Race Relations (Northern Ireland) Order 1997, the Employment Relations (Northern Ireland) Order 1999 and the Employment Rights (Northern Ireland) order 1996 and shall use their best endeavours to ensure that in their employment policies and practices and in the delivery of the services required of the Supplier under this agreement that there shall be no unjustifiable inequality of treatment of:

- a) persons of different religions or political opinions;
- b) man or woman or married or unmarried persons;
- c) persons with or without dependents (including women who are pregnant or on maternity leave and men on paternity leave);
- d) persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997);
- e) persons with or without a disability (within the meaning of the Disability Discrimination Act 1995);
- f) persons of different ages; or
- g) persons of different sexual orientation.

**21.2** The supplier shall take all reasonable steps to ensure the observance of the provisions of the above Clause 21.1 by all servants, agents, employees, consultants and sub-contractors of the supplier.

## **22. Human Rights**

**22.1** The supplier shall not do or permit or allow anything to be done which is incompatible with the rights contained within the European Convention on Human Rights and the Human Rights Act 1998.

## **23. Force Majeure**

**23.1** The subject to the remaining provisions of this clause either party to this contract may claim relief from liability for non-performance of its obligations to the extent this is due to a force majeure event.

**23.2** A party cannot claim relief if the force majeure event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant force majeure event.

**23.3** An affected party cannot claim relief as a result of a failure or delay by any other person in the performance of that other person's obligations under a

contract with the affected party (unless that other person is itself prevented from or delayed in complying with its obligations as a result of a force majeure event).

- 23.4** The affected party shall immediately give the other party written notice of the force majeure event. The notification shall include details of the force majeure event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.
- 23.5** As soon as practicable following the affected party's notification, the affected party shall use all reasonable endeavours to continue to perform, or resume and if the supplier is the affected party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the force majeure event.
- 23.6** The affected party shall notify the other party as soon as practicable after the force majeure ceases or no longer causes the affected party to be unable to comply with its obligations under this contract. Following such notification, this contract shall continue to be performed on the terms existing immediately before the occurrence of the force majeure event unless agreed otherwise by the parties.

## **24. Waiver**

- 24.1** The failure of either party to insist upon strict performance of any provisions of the contract, or the failure of either party to exercise any right or remedy which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this contract.
- 24.2** Waiver of any default shall not constitute a waiver of any subsequent default.
- 24.3** No waiver of any of the provisions of this contract shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

## **25. Unsatisfactory Performance**

- 25.1** Where, in the opinion of council, the supplier has failed to perform all or part of the contract, with the standard of skill, care and diligence which a competent and suitably qualified supplier could reasonably be expected to achieve, or in accordance with this contract, the council may give the supplier a notice specifying in which way his performance falls below the contract requirements, or is otherwise unsatisfactory.

In circumstances where such a notice has been issued the council may request:

- a) that the supplier, at his own expense, rectify and perform the contract to the council's satisfaction within a period of time specified by the council including where necessary the repair or re-supply of any goods already supplied.
- b) withhold or reduce payments to the supplier, in such amount as the council deems appropriate in each individual case.

- 25.2** Any notice required to be given or served under this contract by the council shall be in writing and shall be served by either:
- a) delivery to the supplier's representative, or
  - b) sending it by first-class post to the supplier's last known place of business or registered office, when it shall be deemed to be served on the day when in the ordinary course of the post it would have been delivered. Any notice required to be given by the supplier to the council shall be sent to the Chief Executive of the council.
- 25.3** The waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of contract.

## **26. Corrupt Gifts and Payments of Commission**

- 26.1** The supplier shall neither:
- 26.1.1** offer, give or agree to give any person employed by the council or acting on its behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this contract or any other agreement with the council or for showing or forbearing to show favour or disfavour to any person in relation to this contract; nor
  - 26.1.2** enter into this contract if in connection with it commission has been paid or agreed to be paid to any person employed by the council or acting on its behalf by the supplier or on the supplier's behalf or to the Supplier's knowledge, unless before this contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the council.
- 26.2** In the event of any breach of this clause by the supplier or by anyone employed by the supplier or acting on the supplier's behalf (whether with or without the knowledge of the supplier) or the commission of any offence by the supplier or by anyone employed by the supplier or acting on behalf of the supplier under the Prevention of Corruption Acts, 1889 to 1916 or under Section 46 and 47 of the Local Government Act (N.I.) 1972, the council may summarily terminate this contract or the relevant Order by notice in writing to the supplier in accordance with Clause 30, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the council and provided always that the council may recover from the supplier all costs to the council of terminating and re-letting.
- 26.3** Any dispute, difference or question arising in respect of either the effect or the interpretation of this clause or the amount recoverable hereunder by the council from the supplier or the right of the council to determine the contract, or the amount or value of any such gift, consideration or commission shall be decided by the council whose decision shall be final and conclusive.

## **27. Statutory and other Regulations**

**27.1** The supplier shall be deemed to have acquainted himself with any and all Acts of Parliament, statutory regulations and other such laws, recommendations, guidance or practices as may affect the provision of goods and/or service(s) specified under the contract.

**27.2** The supplier shall be deemed to have acquainted himself with such British/European Standards, Code of Practice as may be relevant to this contract.

## **28. Law and Jurisdiction**

**28.1** The contract shall be governed by and construed in accordance with the laws of Northern Ireland and the tenderer and the council irrevocably submit to the jurisdiction of the Northern Ireland courts.

## **29. Change of Legislation**

**29.1** The supplier shall neither be relieved of its obligations to supply the goods in accordance with the terms of the contract nor be entitled to an increase in the contract price as a result of:

- a) a general change in legislation; or
- b) a specific change in legislation where the effect of that specific change in legislation on the goods is known at the commencement date whether by publication of a bill, as part of a government department consultation, a draft Statutory Instrument or a proposal via European legislation or otherwise.

**29.2** If a specific change in legislation occurs after the commencement date or will occur during the contract period, the supplier shall notify the council of the likely effects of that change, including:

- a) whether a variation is required to the goods, the contract price of the contract.
- b) whether any relief from compliance with the supplier's obligations is required, including any obligations to achieve milestones to meet any service level requirements.

**29.3** As soon as practicable after any notification in accordance with Clause 28.2 the parties shall discuss and agree any way in which the supplier can mitigate the effect of the specific change of legislation including:

- a) producing evidence that the supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of costs of its sub-contractors;
- b) demonstrating that a foreseeable specific change in legislation had been taken into account by the supplier before it had occurred;
- c) giving evidence as to how the specific change of legislation has affected the price; and
- d) demonstrating that any expenditure that has been avoided has been taken into account in amending the price.

**29.4** Any increase in the price or relief from the supplier's obligations agreed by the parties pursuant to Clause 29.1 shall be implemented in accordance with Clause 29.3.

## **30. Insolvency of the Supplier**

**30.1** The supplier shall inform the council:

- a) if being an individual, or where the supplier is a firm, any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against him, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or if in Scotland he shall become insolvent or notour bankrupt, or any application shall be made under any bankruptcy Act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or
- b) if being a company, he passes a resolution, or the court makes an order, that the company be wound up otherwise than for the purpose of reconstruction or amalgamation, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the court, otherwise than for the purpose of reconstruction or amalgamation, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the court, otherwise than for the purposes of an amalgamation or reconstruction, to make a winding-up order.

**30.2** If any of the events in the conditions 30.1 (a) or 30.1 (b) occur (whether or not the contractor has informed the council) the council may at any time by notice in writing summarily terminate the contract without compensation to the contractor. Such termination shall not prejudice or affect any right of action or remedy which shall have accrued before that date or shall accrue thereafter to the council.

## **31. Termination**

**31.1** Without prejudice to any other power of termination, the council may terminate the contract without notice, for any of the following reasons:

- a) The breach by the supplier of any conditions under Clause 10 (Variations), 11 (Use of Documents, Information etc), 16 (Intellectual Property) and 19 (Confidentiality), Clause 20 (Discrimination), Clause 26 (Corrupt Gifts and Payments of Commission), of the contract or any other material breaches of contract;
- b) The failure by the supplier to comply with a notice given under Clause 25 (Unsatisfactory Performance) within thirty days from the date of that notice;
- c) The supplier ceases or proposes to cease to carry on business;
- d) There is a change of control of the type referred to in condition Clause 17 (Transfer and Sub-Contracting) in this event the council shall give one month's notice in writing to the supplier.
- e) A breach occurs that is not capable of remedy;

- f) The supplier commits a series of breaches of the contract which when taken together amount to a material breach.

## **32. Break**

- 32.1** The council shall have the right to terminate the contract or to terminate the provision of any part of the services, at any time by giving three months written notice to the supplier. The council may extend the period of notice at any time after service of such a notice before it expires, subject to agreement on the level of service to be provided by the supplier during the period of extension.

## **33. Consequences of Termination**

- 33.1** Where the contract is terminated under Clause 30 the following shall apply:

- a) Any sums due or accruing from the council to the supplier may be withheld or reduced by such an amount as the Council, in its absolute discretion, considers reasonable and appropriate in the circumstances;
- b) The council may make alternative arrangements to procure goods, including the letting of another contract;
- c) Where the total cost reasonably and properly incurred by the council by reason of such arrangements exceed the amount that would have been payable to the supplier for the completion of the services, the excess shall, be recoverable from the supplier.

- 33.2** Except where the council has terminated the contract by reason of the supplier's default, the supplier shall have the right to claim from the council reimbursement of all reasonable costs properly incurred in relation to the orderly cessation of the supply of goods, including any commitments, liabilities or expenditure which are reasonably and properly incurred, and would otherwise represent an unavoidable loss by the supplier by reason of the termination of the contract. In such an instant the council will not indemnify the supplier against loss of profit.

- 33.3** Where the contract is terminated under Clause 30 the council may during the notice period;

- a) Direct the supplier, where the supply of goods or services has not yet commenced; to refrain from commencing such supply or where the supply has been commenced to cease same immediately;
- b) Direct the supplier to complete in accordance with the contract the supply of all or any goods or services or any part or component;
- c) thereof, which shall be paid at the agreed contract price.

## **34. Dispute Resolution**

- 34.1** All disputes, differences or questions between parties to the contract with respect to any matter arising out of or relating to the contract, other than a matter of things as to which the decision of the council is under the contract to be final and conclusive, shall after written notice by either party to the contract to the other be referred to a single arbitrator agreed for that purpose or in default of such agreement within twenty-one days, appointed at the request of

either party by the Chairman of the Royal Institution of Chartered Surveyors Northern Ireland branch. The decision of such arbiter shall be final and binding on the parties of the contract.

- 34.2** The provision of the Arbitration Act 1996 shall apply to any arbitration under this contract and such arbitration shall be conducted solely in Northern Ireland.

**35. Rights of Third Parties**

- 35.1** Nothing in this contract confers or purports to confer on any third party any right to enforce any term of the contract.

**36. Severability**

- 36.1** If any provision of these conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the contract shall continue in full force and effect as if the contract had been executed with the illegal, invalid, wrong or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the contract, the council and the contractor shall immediately commence negotiations in good faith to remedy the invalidity.

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## TERMS & CONDITIONS – SERVICES

### 1. Definitions and Interpretation

1.1 In these conditions “the Contract” means the contract concluded between the council and the contractor, including all specifications, plans, drawings, instructions to tender, tender documents and all other documents that are relevant to the contract and are listed in the schedule and also such of these conditions as are included in the terms and provisions of the contract.

1.2 For the purpose of this contract except where expressly stated to the contrary, the following words shall have the following meaning:

Acceptance Criteria	means any acceptance criteria for the purpose of Clause 10 herein;
Affected Party	means the party seeking to claim relief in respect of a force majeure event;
Authorised Officer	means the person duly authorised by Council to act within the purposes of this provision;
Commercially Sensitive Information	means the information listed by the contractor as being commercially sensitive in accordance with the Freedom of Information Statement and Clause 24;
Confidential Information	means the information provided by either party to the other in any manner or form that requires the protections as set out in Clause 23, provided that each item of information would appear to a reasonable person to be confidential or is specifically stated by the disclosing party to be confidential;
Contract	means the documents as set out in Clause 3.1;
Contract Documents	means the contract and any order placed thereunder;
Contract Period	means the period from this contract taking effect until its expiry in accordance with Clause 2 or its earlier termination;
Contract Price	means the price exclusive of VAT, payable to the contractor by the Council under the contract for the full and proper performance by the contractor of his part of the contract as determined under the provisions of the contract;

Contractor	means the person who undertakes to supply the goods or render such other services for the Council as is provided by the contract;
Council	means Armagh City, Banbridge and Craigavon Borough Council;
Equipment	means the contractor's equipment, plant, materials, and such other items supplied and used by the contractor in the performance of its obligations under the contract;
Environmental Information Regulations	means the Environmental Information Regulations 2004;
Force Majeure	means an act of God, disease, strike, lockout, fire or other accident or incident of any nature beyond the control of the relevant party;
Freedom of Information	means the Freedom of Information Act 2000;
Goods	means all goods which the contractor is required under the contract to supply or in connection with which he is required under the contract to carry out any service;
Invitation to Tender	means the Invitation to tender issued by the Council for the supply of goods and/or services;
Key Personnel	means those persons named in the specification as being key personnel;
Order	means an order placed by the Council for the supply and delivery of goods and/or services at the contract price. The Council shall allocate an official number for each order;
Premises	means the location where the services are to be performed, as specified in the specification;

Samples	means any samples submitted to the Council as part of the procurement procedure leading to the award of the contract;
Schedule	means a schedule attached to the contract;
Services	means any services supplied or to be supplied by the contractor in accordance with this contract;
Specification	means the description of the service to be performed under the contract;
Sub-Contractor	means the third party with whom the contractor enters into a sub-contract or its servants or agents and any third party with whom that third party enters into a subcontract or its servants or agents;
Contractor Personnel	means all employees, agents, consultants and contractors of the contractor and/or of any sub-contractor or their agents, consultants and contractors.

**1.3** Any decision, act or thing that the council is required or authorised to take or do under the contract may be taken or done by any person authorised either generally or specifically, by the council to take or do that decision, act or thing, and that person shall be the “Authorised Officer” and shall be the person named in the schedule or his appointed representative.

**1.4** The council shall deem that any communication sent to the contractor by name at the last known place of abode or business of the contractor to have been received, unless it is returned by the Post Office undelivered, to have been given or made at the time when the letter would in the ordinary course of post be delivered.

**2. Commencement and Duration**

**2.1** The commencement date of the contract and the contract period shall be on the date or dates specified in the invitation to tender or schedule.

**3. Scope**

**3.1** The contract shall comprise of the following:

- the terms and conditions of contract;
- the special conditions; if any
- the specification;
- the tender submitted by the contractor in response to the invitation to tender including any Method Statement;
- contract price.

**3.2** In the event of any conflict or inconsistency between these documents the following order of precedence shall be deemed to apply:

- the terms and conditions;
- the special conditions; if any
- the specification;
- the tender submitted by the contractor in response to the invitation to tender;
- the order.

**3.3** This contract together with any order issued hereunder constitutes the entire understanding between the parties relating to the subject matter of this contract and supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

#### **4. Provision of Services**

**4.1** The contractor shall provide the services during the contract period in accordance with the council's requirements as set out in the specification and the terms of the contract. The council shall have the power to inspect and examine the performance of the services at any reasonable time or, provided that the council gives reasonable notice to the contractor, at any other premises where any part of the services is being performed.

**4.2** The contractor should apply and have regard to all relevant legislation and regulations all times during delivery of the services.

**4.3** If the council informs the contractor that the council considers that any part of the services do not meet the requirements of the contract or differ in any way from those requirements, and this is other than as a result of default or negligence on the part of the council, the contractor shall at its own expense reschedule and carry out the services in accordance with the requirements of the contract within such reasonable time as may be specified by the council.

**4.4** Subject to the council providing approval, timely provision of the services shall be of the essence of the contract, including but not limited to commencing the provision of the services within the time agreed or on a date to be specified by council.

**4.5** Without prejudice to any other rights and remedies the council may have pursuant to the contract, the contractor shall reimburse the council for all reasonable costs incurred by the council which have arisen as a consequence of the contractor's delay or failure in the performance of its obligations under the contract and which delay the contractor has failed to remedy following reasonable notice from the council. For the avoidance of doubt, the contractor's obligation to reimburse the council under this clause does not arise to the

extent that the delay was caused by a delay or failure by the council to provide approval.

## **5. Manner of Carrying out the Services**

- 5.1** The contractor shall provide all the equipment necessary for the provision of the services.
- 5.2** The contractor shall make no delivery of equipment nor commence any work on the council's premises without obtaining the council's prior approval.
- 5.3** All equipment brought onto the council's premises shall be at the contractor's own risk. The contractor shall provide for the haulage or carriage thereof to the premises and the removal of equipment when no longer required at its sole cost. Unless otherwise agreed, equipment brought onto the council's premises will remain the property of the contractor. The council shall have no liability for any loss of or damage to any equipment unless the contractor is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of the council.
- 5.4** The contractor shall ensure that the council's premises are appropriate to contain and operate the equipment and are suitably secure for the storage of the equipment. Any improvements made to ensure equipment is suitably and securely stored will be at the contractor's expense. The onus is on the contractor to inspect such premises and acknowledge that the council will not be liable for any difficulties or for it not proving to the case that they are suitably secure.
- 5.5** The contractor shall maintain all their items of equipment within the council's premises in a safe, serviceable and clean condition.
- 5.6** The council shall have the power at any time during the performance of the Services to order in writing that the contractor:
- a) remove from the council's premises any equipment which in the opinion of the council is either hazardous, noxious or not in accordance with the contract; and
  - b) if the council has ordered the contractor to remove any item of equipment in accordance with Clause 5.7 below, to replace such item with a suitable substitute item of equipment. Council opinion in this regard is deemed to be conclusive.
- 5.7** On completion of the services the contractor shall remove the equipment together with any other materials used by the contractor to provide the services in order to leave the council's premises in a clean, safe and tidy condition. For the avoidance of doubt the contractor is solely responsible for making good any damage to the council's premises or any objects contained thereon, other than fair wear and tear, caused to the council's premises or any objects contained thereupon which is caused by the contractor or any of the contractor's employees, servants, agents, suppliers or sub-contractors.
- 5.8** Access to the council's premises shall not be exclusive to the contractor but shall be limited to the contractor's personnel as are necessary to perform of the services concurrently with the execution of work by others. The contractor

shall co-operate free of charge with such others on the council's premises as the council may reasonably require.

## **6. Standard of Work**

- 6.1** The contractor shall at all times comply with the quality standards as set out in the specification, and where applicable shall maintain accreditation with the relevant quality standards authorisation body. To the extent the standard of services has not been specified in the contract, the contractor shall agree the relevant standard of services with the authorised officer prior to execution, and shall execute the contract with reasonable care and skill and in accordance with good industry practice.
- 6.2** The contractor warrants and represents that all of the contractor's personnel assigned to the performance of the services shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the services.
- 6.3** The introduction of new methods or systems that impinge on the provision of the services shall be subject to prior approval.
- 6.4** The signing by the authorised officer (or his representative) of time sheets or other similar documents shall not be construed as implying the contractor's compliance with the contract.

## **7. Key Personnel**

- 7.1** Key personnel as defined in the tender submitted by the contractor shall not be released from providing the services without the agreement of the council, except by reason of long-term sickness, termination of employment or other extenuating circumstances.
- 7.2** Any replacements to the key personnel shall be subject to the agreement of the council. Such replacements shall be of at least equal status or of equivalent experience and skills to the key personnel being replaced and be suitable for the responsibilities of that person in relation to the services.
- 7.3** The council shall not unreasonably withhold or delay its agreement under Clause 7.1 or Clause 7.2. Such agreement shall be conditional on appropriate arrangements being made by the contractor to minimise any adverse impact on the contract that could be caused by a change in key personnel.

## **8. Contractor's Personnel**

- 8.1** If and when directed by the council, the contractor shall provide a list of the names and addresses of all persons who it is expected may require admission in connection with the contract to any premises occupied by or on behalf of the council, specifying the capacities in which they are concerned with the contract and giving such other particulars as the council may reasonably desire.

- 8.2** The contractor's personnel, engaged within the boundaries of any of the council's premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment.
- 8.3** If the contractor shall fail to comply with Clauses 8.1 and 8.2 above the council (whose decision shall be final and conclusive) may decide that such failure is prejudicial to the interests of the council and if the contractor does not comply with the provisions of Clauses 8.1 and 8.2 within a reasonable time of receiving the written notice from the council so to do then the council may terminate the contract provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the council.
- 8.4** The decision of the council as to whether any person is to be refused access to any premises occupied by or on behalf of the council and as to whether the contractor has failed to comply with this Clause 8 shall be final and conclusive.
- 8.5** The contractor shall bear the cost of any notice, instruction or decision of the council under this clause.

## **9. Contractor's Obligations in Connection with TUPE**

- 9.1** Where requested to do so the contractor shall provide such information (including any changes to and interpretations thereof) in connection with The Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE), as the council may require, to the council and/or to any other person authorised by the council who is to be invited to submit a tender in relation to the provision of similar services, within ten days of the request.
- 9.2** During the eight month period preceding the expiry of this contract or within any period of notice of termination or notice of break, the contractor shall not without the prior written agreement of the council, which shall not be unreasonably withheld or delayed:
- a) materially amend the terms and conditions of employment of any employee whose work, wholly or mainly falls within the scope of this contract; or
  - b) materially increase the number of employees whose work (or any part of it) is work undertaken for the purposes of this contract.
- 9.3** The contractor shall not knowingly do or omit to do anything which may adversely affect an orderly transfer of responsibility for provision of the services.

## **10. Loss or Damage**

- 10.1** Clause 10 applies to any loss or damage which arises out of or is in any way connected with the performance of the contract and shall include, for the avoidance of doubt and without prejudice to the generality of the foregoing, breaches of Clauses 9, 22.1 and 25.1.

**10.2** The contractor shall, without delay and at his own expense, replace or make good to the satisfaction of the council, or, if the council requires, compensate the council for, any loss or damage.

**10.3** If any loss or damage:

- a) was not caused or contributed to by the contractor's neglect or default, whether by act, omission or otherwise (for the purposes of this Clause 10.3, "Contractor" shall include his servants, agents or sub-contractors), he shall be under no liability under this Clause 10;
- b) was in part caused or contributed to by the contractor's neglect or default, whether by act, omission or otherwise, and in part by:
  - the act, neglect or default of any other person; and/or
  - circumstances outside both the contractor's control and his reasonable contemplation the contractor's liability under this Clause 10 shall, except in relation to any loss or damage arising out of the contractor's fraud or breach of Clause 32 or 27 (to which this Clause 10.3 (ii) shall not apply be limited to the proportion of the loss or damage which it is just and equitable for the contractor to pay.

**10.4** In this Clause 10 loss or damage includes:-

- a) loss or damage to property;
- b) personal injury and death;
- c) loss of profit or loss of use;
- d) any other loss.

## **11 Inspection of Premises**

**11.1** Where applicable the contractor is deemed to have inspected the premises before tendering so as to have understood the nature and extent of the contract to be carried out and be satisfied in relation to all matters connected with the performance of the contract.

**11.2** The council shall, at the request of the contractor, grant such access as may be reasonable for the purpose referred to in Clause 11.1.

## **12. Goods**

**12.1** Where applicable to the contract, the contractor shall at its own cost ensure that all goods supplied to the council under the contract shall be compliant with:

- the specification;
- any requirement of any legislation;
- any European Union specification or Code of Practice for British Standard specification or British Standard Code of Practice or European Union equivalent and that all goods supplied are fit for purpose.

**12.2** The contractor shall ensure that any goods supplied hereunder will correspond in all respects with any samples.

**12.3** The council shall have the right where in its sole opinion the goods do not correspond in all respects with any samples to reject those goods.

- 12.4** Where under the terms of the contract any acceptance criteria have been specified, the council shall not be obliged to accept the goods unless and until the contractor has demonstrated that all acceptance criteria for the goods have been met and the council has issued an acceptance letter.
- 12.5** The council may reject any goods that in its sole opinion believes are not of satisfactory quality or are not in accordance with the requirements of the contract or which fail to satisfy the acceptance criteria.
- 12.6** In all cases of rejection, the contractor shall, at his own expense, remove the rejected goods and replace them as the council directs with goods that comply with the specification.
- 12.7** Unless otherwise required, the contractor shall guarantee goods for a period of not less than 12 months from them being put into service or 18 months from delivery. If within this period the council notifies the contractor of any defect in goods supplied, the contractor shall as quickly as possibly remedy the defect without cost to the council.
- 12.8** If the council shall within the guarantee period whether as set out in Clause 12.7 or in any other guarantee or manufacturer's guarantee or other guarantee howsoever provided, or within thirty days thereafter give notice in writing to the contractor of any defect in any of the goods which may have arisen during the guarantee period under proper and normal use, the contractor shall (without prejudice to any other rights or remedies which the council may have) as quickly as possible remedy such defects (whether by repair or replacement as the Council may elect) without cost to the council.

### **13. Mistakes in Information**

- 13.1** The contractor shall be responsible for the accuracy of all drawings; documentation and information supplied to the council by the contractor in connection with the provision of the goods and shall pay the Council any extra costs associated with discrepancies, errors and omissions included but not limited to any loss or damage suffered by the council.

### **14. Contract Price**

- 14.1** In consideration of the performance of the contractor's obligations under the contract by the contractor, the council shall pay the contract price in accordance with Clause 15.
- 14.2** The contract price shall remain fixed (not subject to variation), unless the council agrees that there has been a change in legislation that could not be foreseen as per Clause 35, for the contract period or for 12 months from the commencement date of the contract period if the contract period is more than 12 months.
- 14.3** Thereafter, if by reason of any rise or fall on the costs (ruling at the date of tender) of the materials, labour, transport or the carrying out by the contractor of statutory obligations the cost of the contractor performing his/its obligations under the contract shall be increased or reduced, the amount of such increase or reduction be added to or deducted from the price quoted in the contract documents, as the case may be, provided that no account shall be taken of

any amount by which any costs incurred by the contractor has been increased by the default, act or omission of the contractor.

- 14.4** Unless otherwise specified, the contractor shall only be entitled to one price increase for each year of the remainder of the contract period and any subsequent period arising from the council having exercised its option to renew the contract and any price increase shall be in line with the All Items Retail Price Index.
- 14.5** All requests for price increases must be made in writing by the contractor and sent to the authorised officer not less than two months prior to the expiry of the first year of the contract period and thereafter not less than two months before each anniversary of the commencement date of the contract period (and any subsequent period, if applicable).
- 14.6** Any price increase under this clause shall not be admissible unless the aforementioned provision is adhered to and unless the contractor shall within 28 days of it being requested to do so, furnish such evidence as that the council may reasonably require to substantiate the claim.

## **15. Invoices and Payment**

- 15.1** The charges payable by the council in respect of the provision of services shall be determined by reference to the contract price schedule and the services comprised in the order and delivered to the council in accordance with the terms of this contract.
- 15.2** The charges are exclusive of Value Added Tax. The council shall pay the Value Added Tax on the charges at the applicable rate.
- 15.3** The council may reduce payment in respect of the services that the contractor, in the sole opinion of council, has failed to provide or has provided inadequately.
- 15.4** The council shall pay any undisputed sums within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed and services provided to the satisfaction of the council.
- 15.5** Payment will be by BACS.
- 15.6** In accordance with Clause 35 and in the event that the council agrees that a change in legislation could not have been foreseen and the cost to the contractor of performing its obligations under the contract increases or decreases as a result of a change of legislation the provisions of Clause 14 shall apply.

## **16. Variations**

- 16.1** The contractor shall not alter any of the services except as directed by the council, but the council shall have the right from time to time during the contract,

by written notice to the contractor change the specification and add to or omit, or otherwise vary, the services including the order in which the services are to be delivered. Such a change is herein after called 'a Variation'. The contractor shall carry out variations as though they were contained within the contract.

- 16.2** In the event that the contractor is unable to carry out the variation within a reasonable timescale in accordance with Clause 16.1 above, the council may terminate the contract and recover from the contractor the amount of any loss or damage suffered by the council resulting from the termination.
- 16.3** In the event of any variation of the specification requiring an amendment to the contract price, such amendment shall be calculated by the council and agreed in writing with the contractor. The amount should fairly reflect the nature and extent of the variation. The variation shall not take effect until the revised price has been agreed. Failing agreement the matter shall be determined by negotiation or mediation as per Clause 40.
- 16.4** If in the opinion of the contractor, any such variation is likely to prevent the contractor from fulfilling any of their obligations under the contract, the contractor shall notify the council immediately whereupon the council shall inform the contractor within ten working days whether or not the said variations shall be carried out. Until the council confirms such instructions in writing they shall be deemed not to have been given.

**17. Use of Documents, Information etc.**

- 17.1** The council reserves the general right to disclose information about this contract, unless otherwise agreed in writing.
- 17.2** Except with the consent in writing of the council, the contractor shall not disclose or make use of any of the information issued by or on behalf of the council in connection with the contract or any provision thereof to any person other than a person employed by the contractor in the carrying out of the contract or any sub-contractor, contractor or other person concerned with same. Such disclosure shall be made in confidence and shall extend so far only as may be necessary for the purposes of the contract.
- 17.3** Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the council for the purposes of the contract remain the property of the council.
- 17.4** The contractor shall retain, produce when required (and explain as necessary) such accounts, documents (including working documents) and records as the council, or the Contract Manager, may request, in connection with the contract, at any time during the contract and for a period of two years from the date of expiry or termination or such longer period as may be agreed between the council and the contractor in writing at or before the commencement of the contract; and afford such facilities as the council may reasonably require for his representatives to visit the contractor's premises and examine the records under this condition.

## **18. Meetings and Reports**

- 18.1** When requested, the contractor shall be available to attend meetings at his own expense.
- 18.2** Where progress/performance reports are required to be submitted under the contract, the contractor shall render those reports at such time and in such form as may be specified or otherwise agreed between the parties.

## **19. Health and Safety**

- 19.1** The contractor's attention is drawn to the provision of the Health and Safety at Work (Northern Ireland) Order 1978 and in particular to Article 4 "General Duties of Employers to their Employees".
- 19.2** The contractor shall adequately train, instruct and supervise staff to ensure that so far as is reasonably practicable, the health and safety of all persons who may be affected by the services provided under the contract. Before commencing work on the contract, the contractor shall prepare a written policy of the health and safety of staff employed in connection with the contract together with written organisational arrangements for carrying out the policy.
- 19.3** The contractor shall make all necessary tests and examinations prior to the delivery of goods to ensure that they are designed, constructed and tested without risk to the health and safety of persons using the goods and also ensure that adequate information has been supplied about the use of the goods. The contractor shall indemnify the council against all actions, suits, claims, demands, losses, charges, costs and expenses which the council may suffer and incur as a result of or in connection with any breach of this condition.
- 19.4** The contractor shall notify the council of any health and safety hazards of which it is aware or which may arise in connection with the performance of this contract.

## **20. Indemnity and Insurance**

- 20.1** Without prejudice to any rights or remedies of the council (including the council's rights and remedies under the contract) the contractor shall indemnify the council against all actions, suits, claims, demands, losses, charges, costs and expenses which the council or any third party may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person or in respect of any consequential loss which may result directly or indirectly from any defect in the goods or the negligent or wrongful act or omission of the contractor.
- 20.2** The contractor shall be insured with a reputable insurance company and be in possession of a policy or policies providing an adequate level of cover in respect of all risks which may be incurred by the contractor, arising out of the contractor's performance of the contract, in respect of death or personal injury, or loss of or damage to property. Such policies shall include cover in respect

of any financial loss arising from any advice given or omitted to be given by the contractor.

- 20.3** The contractor shall hold and maintain all necessary insurances that are required for the performance of the contract including but not limited to, Professional Indemnity, Public Liability, and Employer's Liability insurance cover and shall ensure that all professional consultants and sub-contractors involved in the provision of the goods hold and maintain appropriate cover.
- 20.4** In the event of council requiring Professional Indemnity Insurance to be held by the contractor in relation to their provision of services, the contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or sub-contractors involved in the provision of the services hold and maintain appropriate cover. To comply with its obligations under Clause 20, and as a minimum, the contractor shall ensure professional indemnity insurance held by the contractor and by any agent, sub-contractor or consultant involved in the performance of services has a limit of indemnity of not less than the amount specified in the Schedule or Invitation to Tender for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of (six) years following the expiration or earlier termination of the contract.
- 20.5** The contractor shall indemnify the council to a limit specified in the Schedule or Invitation to Tender in respect of any one incident or series of incidents arising out of his performance of the contract against all claims, proceedings, actions, damages, legal expenses and any other liabilities in respect of any loss of or damage to property which is caused directly or indirectly by any act or omission of the contractor save indemnity in respect of death of personal injury, or loss, or damage, was not caused or contributed to by his negligence or default, or the negligence or default of his staff or sub-contractors, or by any circumstances within his or their control.
- 20.6** The contractor shall at the request of the council produce policy documentation.

## **21. Warranties and Representations**

- 21.1** The contractor warrants and represents that
- 21.1.1** The contractor has full capacity and authority and all necessary consents to enter into and perform this contract;
- 21.1.2** The services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence.

## **22. Intellectual Property**

- 22.1** All patents, copyright and other intellectual property rights in all documents (including but not limited to drawings, working notes and books), transparencies, prints, photographs, negatives, tapes, discs, software

information or other items created or supplied by the council to the contractor in connection to this contract shall remain the property of the council. All originals and copies thereof shall be delivered to the council upon completion of the contract or earlier upon receipt of the council's written notice to the contractor.

- 22.2** All patents, copyright and other intellectual property rights relating to the services, shall vest in the council and the contractor waives in favour of the council all moral rights therein.
- 22.3** The ownership of and sole right to the copyright in any document prepared by the contractor in connection with the contract shall be vested in the council from the commencement of the preparation of the contract.
- 22.4** The contractor shall not have the right to use any data, reports, drawings, specifications, designs, invention, plans, programs or other material referred to in Clause 22.1 and under Clause 22.3 for its own commercial purposes unless there has been prior written consent by council and then only in compliance with such terms as may be imposed.
- 22.5** It shall be a condition of the contract that, except to the extent that the services incorporate designs furnished by the council, the services will not infringe any patent, trademark, registered design, copyright or other right in the nature of intellectual property of any third party. The contractor shall indemnify the council against all actions, suits, claims, demands, losses, charges, costs and expenses which the council may suffer or incur as a result of or in connection with any breach of this clause.
- 22.6** All intellectual property rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patents, patterns, models, designs or other material;
- 22.6.1** furnished to or made available to the contractor by the council shall remain the property of the council;
- 22.6.2** prepared by or for the contractor for use, or intended use, in relation to the performance of this contract shall belong to the council and the contractor shall not without prior written consent from the council use or disclose any such intellectual property and intellectual property rights or any other information (whether relevant to this contract or not) which the contractor may obtain in performing the contract except information which is in the public domain.
- 22.6.3** The contractor must ensure that any servants, agents, suppliers and sub-contractors engaged by them in relation to the provision of this contract also adhere to these conditions, by way of international and authorised release under this contract.
- 22.7** The provisions of this clause shall apply during the contract period and continue indefinitely after its expiry or termination.

## **23. Transfer and Sub-Contracting**

- 23.1** The contractor shall not assign, transfer, novate, sub-contract or otherwise dispose of this contract or any part thereof without the previous consent in writing of the council.
- 23.2** Subject to permission being obtained to sub-contract the contractor shall remain responsible for any acts and omissions of its sub-contractors as though they were its own.
- 23.3** The contractor shall forthwith inform the council in writing of any proposal or negotiations which may or will result in a merger, take-over, change of control, change of name or status, or the contractor (being a company as defined in the Companies (NI) Order 1986-1990) shall inform the council of any such change as defined in section 416 of the Income and Corporation Taxes Act 1988. The contractor shall comply with any request by the council for information arising from this condition.

## **24. Data Protection**

- 24.1** Each party shall comply with its respective obligations under the provisions of the Data Protection Act 1998.
- 24.2** Where the contractor or any of its sub-contractors, as part of this contract, process personal data as a data processor on behalf of the council, the contractor shall, and shall procure its sub-contractors:
- 24.2.1** to act only on instructions from the council as data controller; and
- 24.2.2** to comply with the council's instructions in relation to the processing of personal data as such instructions are given and varied from time to time by the council.

## **25. Confidentiality**

- 25.1** The contractor acknowledges that any confidential information obtained from or relating to the council, its servants or agents remains the property of the council.
- 25.1.1** Each party:
- a) shall treat all confidential information belonging to the other party as confidential and safeguard it accordingly; and
  - b) shall not disclose any confidential information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the contract or except where disclosure is otherwise expressly permitted by the provisions of this contract.
- 25.1.2** The contractor shall take all necessary precautions to ensure that all confidential information obtained from the council under or in connection with the contract:

- a) is given only to such of the staff and professional advisers or consultants engaged to advise it in connection with the contract as is strictly necessary;
- b) for the performance of the contract; is treated as confidential and not disclosed (without prior approval) or used by any staff or such professional advisers or consultants otherwise than for the purposes of the contract.

**25.1.3** Where it is considered necessary in the opinion of the council, the contractor shall ensure that staff or such professional advisers or consultants sign a confidentiality undertaking before commencing work in connection with the contract.

**25.2** The contractor shall not use any confidential information received otherwise than for the purposes of the contract.

**25.3** The provisions of Clause 25.1 shall not apply to any confidential information received by one party from the other:

- a) which is or becomes public knowledge (otherwise than by breach of this clause);
- b) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- c) which is in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
- d) is independently developed without access to the confidential information; or
- e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under Freedom of Information pursuant to Clause 26.

**25.4** Nothing in this condition shall prevent the council disclosing any confidential information for the purpose of:

- a) the examination and certification of the council's accounts; or
- b) any examination pursuant to Section 7 Local Government N.I. Order 2005 or disclosing any confidential information obtained from the contractor:
  - to any other department, office or agency of the government; or
  - to any person engaged in providing any goods or services to the council for any purpose relating to or ancillary to the contract. Provided that in disclosing information, the council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

**25.5** Nothing in this condition shall prevent either party from using any techniques, ideas or know-how gained during the performance of the contract in the course of its normal business, to the extent that this does not result in a disclosure of confidential information or an infringement of intellectual property rights.

**25.6** In the event that the contractor fails to comply with Clause 25 the council reserves the right to terminate the contract by notice in writing with immediate effect.

## **26. Freedom of Information**

**26.1** The contractor acknowledges that the council is subject to the requirements of the Freedom of Information Act and Environmental Information Regulations and shall assist and co-operate with the council (at the contractor's expense) to enable the council to comply with information disclosure requirements.

**26.2** The contractor in signing the tender document acknowledges the possibility of disclosure under the provisions of the Freedom of Information Act and the Environmental Information Regulations.

**26.3** The council shall be responsible for determining at its absolute discretion whether commercially sensitive information or any other information:

- a) is exempt from disclosure in accordance with the provisions of the Freedom of Information Act.
- b) is to be disclosed in response to a request for information; and in no event should the contractor respond directly to a request for information unless expressly requested to do so by the council.

**26.4** All information provided by the contractor will be considered as confidential up to and including the evaluation process. Beyond this stage the provisions of the Freedom of Information Act and the Environmental Information Regulations will govern what the council is obliged to disclose. The evaluation process will be deemed to have been completed when the council has made its decision or authorised officer has decided that the particular procurement exercise is not viable.

**26.5** Information provided in completed tender documents could be disclosed in response to a freedom of information request. The council will proceed on the basis of disclosure unless an appropriate exemption applies. Decisions with regard to disclosure will be taken by appropriate officers within the council having due regard to the exemptions available and the public interest in maintaining the exemption.

**26.6** Contractors are required to highlight information that they include in completed tender documents, which they consider to be commercially sensitive or confidential in nature and should state the precise reasons why that view is taken, in particular issues concerning trade secrets and commercial sensitivity should be highlighted. Contractors are advised against recording unnecessary information.

**26.7** In accordance with the Lord Chancellors Code of Practice on the discharge of public functions, the council will not accept any contractual term that purports to restrict disclosure of information held by the council in respect of the contract or procurement exercise save as permitted by the Freedom of Information Act or the Environmental Information Regulations. The decision whether to disclose information rests solely with the council in their absolute discretion.

## **27. Equality of Opportunity**

**27.1** The supplier shall comply with all applicable fair employment and treatment and anti-discrimination legislation, including, in particular but not exclusively, the Employment (Northern Ireland) Order 2002, the Fair Employment and Treatment (Northern Ireland) Order 1998, the Sex Discrimination (Northern Ireland) Orders 1976 and 1988, the Equal Pay Act (Northern Ireland) 1970, the Disability Discrimination Act 1995, the Race Relations (Northern Ireland) Order 1997, the Employment Relations (Northern Ireland) Order 1999 and the Employment Rights (Northern Ireland) Order 1996 and shall use their best endeavours to ensure that in their employment policies and practices and in the delivery of the services required of the supplier under this agreement that there shall be no unjustifiable inequality of treatment of, persons of different religions beliefs or political opinions;

- a) man or woman or married or unmarried persons;
- b) persons with or without dependents (including women who are pregnant or on maternity leave and men on paternity leave);
- c) persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997);
- d) persons with or without a disability (within the meaning of the Disability Discrimination Act 1995);
- e) persons of different ages; or
- f) persons of different sexual orientation.

**27.2** The contractor shall take all reasonable steps to ensure the observance of the provisions of the above Clause 27.1 by all servants, agents, employees, consultants and sub-contractors of the contractor.

## **28. Human Rights**

**28.1** The supplier shall not do or permit or allow anything to be done which is incompatible with the rights contained within the European Convention on Human Rights and the Human Rights Act 1998.

## **29. Force Majeure**

**29.1** Subject to the remaining provisions of this clause either party to this contract may claim relief from liability for non-performance of its obligations to the extent this is due to a force majeure event.

**29.2** A party cannot claim relief if the force majeure event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant force majeure event.

**29.3** An affected party cannot claim relief as a result of a failure or delay by any other person in the performance of that other person's obligations under a contract with the affected party (unless that other person is itself prevented from or delayed in complying with its obligations as a result of a force majeure event).

- 29.4** The affected party shall immediately give the other party written notice of the force majeure event. The notification shall include details of the force majeure event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.
- 29.5** As soon as practicable following the affected party's notification, the affected party shall use all reasonable endeavours to continue to perform, or resume and if the supplier is the affected party, it shall take all steps in accordance with good industry practice to overcome or minimise the consequences of the force majeure event.
- 29.6** The affected party shall notify the other party as soon as practicable after the force majeure ceases or no longer causes the affected party to be unable to comply with its obligations under this contract. Following such notification, this contract shall continue to be performed on the terms existing immediately before the occurrence of the force majeure event unless agreed otherwise by the parties.

### **30. Waiver**

- 30.1** The failure of either party to insist upon strict performance of any provisions of the contract, or the failure of either party to exercise any right or remedy which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this contract.
- 30.2** Waiver of any default shall not constitute a waiver of any subsequent default.
- 30.3** No waiver of any of the provisions of this contract shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

### **31. Unsatisfactory Performance**

- 31.1** Where, in the opinion of council, the contractor has failed to perform all or part of the contract, with the standard of skill, care and diligence which a competent and suitably qualified contractor could reasonably be expected to achieve, or in accordance with this contract, the council may give the contractor a notice specifying in which way his performance falls below the contract requirements, or is otherwise unsatisfactory.
- 31.2** Any notice required to be given or served under this contract by the Council shall be in writing and shall be served by either:
- a) delivery to the contractor's representative, or
  - b) sending it by first-class post to the contractor's last known place of business or registered office, when it shall be deemed to be served on the day when in the ordinary course of the post it would have been delivered. Any notice required to be given by the contractor to the council shall be sent to the Chief Executive of the council.
- 31.3** In circumstances where such a notice has been issued the council may request:

- a) that the contractor, at his own expense, rectify and perform the contract to the council's satisfaction within a period of time specified by the council including where necessary the repair or re-supply of and goods or services already supplied.
- b) withhold or reduce payments to the contractor, in such amount as the council deems appropriate in each individual case.

**31.4** The waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of contract.

## **32. Corrupt Gifts and Payments of Commission**

**32.1** The contractor shall neither:

**32.1.1** offer, give or agree to give any person employed by the council or acting on its behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this contract or any other agreement with the council or for showing or forbearing to show favour or disfavour to any person in relation to this contract nor

**32.1.2** enter into this contract if in connection with it commission has been paid or agreed to be paid to any person employed by the council or acting on its behalf by the contractor or on the contractor's behalf or to the contractor's knowledge, unless before this contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the council.

**32.2** In the event of any breach of this clause by the contractor or by anyone employed by the contractor or acting on the contractor's behalf (whether with or without the knowledge of the contractor) or the commission of any offence by the contractor or by anyone employed by the contractor or acting on behalf of the contractor under the Prevention of Corruption Acts, 1889 to 1916 or under Section 46 and 47 of the Local Government Act (N.I.) 1972, the council may summarily terminate this contract or the relevant order by notice in writing to the contractor in accordance with Clause 37, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the council and provided always that the council may recover from the contractor all costs to the council of terminating and re-letting.

**32.3** Any dispute, difference or question arising in respect of either the effect or the interpretation of this clause or the amount recoverable hereunder by the Council from the contractor or the right of the council to determine the contract, or the amount or value of any such gift, consideration or commission shall be decided by the council whose decision shall be final and conclusive.

## **33. Statutory and other Regulations**

**33.1** The contractor shall be deemed to have acquainted himself with any and all Acts of Parliament, Statutory Regulations and other such laws,

recommendations, guidance or practices as may affect the provision of goods and/or service(s) specified under the contract.

- 33.2** The contractor shall be deemed to have acquainted himself with such British/European Standards, Code of Practice as may be relevant to this contract.

#### **34. Law and Jurisdiction**

- 34.1** The contract shall be governed by and construed in accordance with the laws of Northern Ireland and the contractor and the council irrevocably submit to the jurisdiction of the Northern Ireland courts.

#### **35. Change of Legislation**

- 35.1** The contractor shall neither be relieved of its obligations to supply the goods in accordance with the terms of the contract nor be entitled to an increase in the price as a result of:

- a) a general change in legislation; or
- b) a specific change in legislation where the effect of that specific change in legislation on the goods is known at the commencement date whether by publication of a Bill, as part of a Government Department Consultation, a draft Statutory Instrument or a proposal via European law or otherwise.

- 35.2** If a specific change in legislation occurs after the commencement date or will occur during the contract period, the contractor shall notify the council of the likely effects of that change, including:

- a) whether a variation is required to the goods, the price of the contract.
- b) whether any relief from compliance with the contractor's obligations is required, including any obligations to achieve milestones to meet any service level requirements.

- 35.3** As soon as practicable after any notification in accordance with Clause 35.2 the parties shall discuss and agree any way in which the contractor can mitigate the effect of the specific change of legislation including:

- a) producing evidence that the contractor has minimised any increase in costs or maximised any reduction in costs, including in respect of costs of its sub-contractors;
- b) demonstrating that a foreseeable specific change in legislation had been taken into account by the contractor before it had occurred;
- c) giving evidence as to how the specific change of legislation has affected the price; and
- d) demonstrating that any expenditure that has been avoided has been taken into account in amending the price.

- 35.4** Any increase in the price or relief from the contractor's obligations agreed by the parties pursuant to Clause 35.1 shall be implemented in accordance with Clause 35.2.

## **36. Insolvency of the Contractor**

### **36.1** The contractor shall inform the council:

- a) if being an individual, or where the contractor is a firm, any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against him, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or if in Scotland he shall become insolvent or notour bankrupt, or any application shall be made under any bankruptcy Act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or
- b) if being a company, he passes a resolution, or the court makes an order, that the company be wound up otherwise than for the purpose of reconstruction or amalgamation, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the court, otherwise than for the purposes of amalgamation or reconstruction, to make a winding-up order.

### **36.2** If any of the events in the conditions 36.1 (a) or 36.1 (b) occur (whether or not the contractor has informed the council) the council may at any time by notice in writing summarily terminate the contract without compensation to the contractor. Such termination shall not prejudice or affect any right of action or remedy which shall have accrued before that date or shall accrue thereafter to the council.

## **37. Termination**

Without prejudice to any other power of termination, the council may terminate the contract without notice, for any of the following reasons:

- a) The breach by the contractor of any conditions under Clauses 17 (Use of Documents, Information etc), 22 (Intellectual Property) and 24 (Data Protection), Clause 27 (Equality of Opportunity), Clause 32 (Corrupt Gifts and Payments of Commission), of the contract or any other material breaches of contract;
- b) The failure by the contractor to comply with a notice given under Clause 31 (Unsatisfactory Performance), Clause 8 (Contractor's Staff) within thirty days from the date of that Notice;
- c) The contractor ceases or proposes to cease to carry on business;
- d) There is a change of control of the type referred to in condition Clause 23 (Transfer and Sub-Contracting) in this event the council shall give one month's notice in writing to the contractor.
- e) A breach occurs that is not capable of remedy;
- f) The contractor commits a series of breaches of the contract which when taken together amount to a material breach.

## **38. Break**

### **38.1** The council shall have the right to terminate the contract or to terminate the provision of any part of the services, at any time by giving three months written notice to the contractor. The council may extend the period of notice at any

time after service of such a notice before it expires, subject to agreement on the level of service to be provided by the contractor during the period of extension.

### **39. Consequences of Termination**

**39.1** Where the contract is terminated under Clause 37 the following shall apply:

- a) Any sums due or accruing from the council to the contractor may be withheld or reduced by such an amount as the council, in its absolute discretion considers reasonable and appropriate in the circumstances;
- b) The council may make alternative arrangements to procure goods, including the letting of another contract;
- c) Where the total cost reasonably and properly incurred by the council by reason of such arrangements exceed the amount that would have been payable to the contractor for the completion of the services, the excess shall, be recoverable from the contractor.

**39.2** Except where the council has terminated the contract by reason of the contractor's default, the contractor shall have the right to claim from the council reimbursement of all reasonable costs properly incurred in relation to the orderly cessation of the supply of goods, including any commitments, liabilities or expenditure which are reasonably and properly incurred, and would otherwise represent an unavoidable loss by the contractor by reason of the termination of the contract. In such an instant the council will not indemnify the contractor against loss of profit.

**39.3** Where the contract is terminated under Clause 37 the council may during the notice period:

- a) Direct the contractor, where the supply of goods or services has not yet commenced; to refrain from commencing such supply or where the supply has been commenced to cease same immediately;
- b) Direct the contractor to complete in accordance with the contract the supply of all or any goods or services or any part or component thereof, which shall be paid at the agreed contract price.

### **40. Dispute Resolution**

**40.1** All disputes, differences or questions between parties to the contract with respect to any matter arising out of or relating to the contract, other than a matter of things as to which the decision of the council is under the contract to be final and conclusive, shall after written notice by either party to the contract to the other be referred to a single arbitrator agreed for that purpose or in default of such agreement within twenty-one days, appointed at the request of either party by the Chairman of the Royal Institution of Chartered Surveyors Northern Ireland Branch. The decision of such arbiter shall be final and binding on the parties of the contract.

**40.2** The provision of the Arbitration Act 1996 shall apply to any arbitration under this contract and such arbitration shall be conducted solely in Northern Ireland.

**41. Rights of Third Parties**

**41.1** Nothing in this contract confers or purports to confer on any third party any right to enforce any term of the contract.

**42. Severability**

**42.1** If any provision of these conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the contract shall continue in full force and effect as if the contract had been executed with the illegal, invalid, wrong or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the contract, the council and the contractor shall immediately commence negotiations in good faith to remedy the invalidity.



**Armagh City  
Banbridge  
& Craigavon**  
Borough Council

# **STANDING ORDERS**

**JANUARY 2018**  
**(REVISED MARCH & NOVEMBER 2019**  
**& DECEMBER 2020)**



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## INTRODUCTION

These Standing Orders are for regulating business at the Council and Committee meetings of Armagh City, Banbridge and Craigavon Borough Council. They help ensure that all business is conducted in an efficient, fair and legal manner and have been updated to reflect the operations of the Council. All Elected Members and Officers must abide by and act in accordance with the Standing Orders of our Council.

The Standing Orders contain elements which are mandatory as a result of the Local Government Act (Northern Ireland) 2014 and these mandatory elements are indicated as such.

These Standing Orders should be considered in conjunction with the Council's overall Governance Framework and the Councillor Code of Conduct. Standing Orders have primacy in any potential conflict between these documents. If legislation dictates otherwise than is in the Standing Orders, then legislation will have primacy.

Temporary amendments have been made to Standing Orders which enable full Council or Committee meetings to be held wholly or partially on a remote basis which in accordance with the Local Government (Coronavirus) (Flexibility of District Council Meetings) Regulations (Northern Ireland) 2020 as attached at **Appendix 1**.



## **SECTION ONE – MEETINGS**

### **1. Annual and Monthly Meetings**

- (1) In every year that is not a local election year Council shall hold an Annual Meeting in the month of June.
- (2) In any year which is a local government election year, the Annual Meeting shall be held within twenty-one days immediately following the election, at such time as Council may fix at the offices of Council or at such other place as the Department may direct.
- (3) A meeting of Council for the transaction of general business of the Council shall, subject to any deviation which special circumstances may render desirable, be held on the fourth Monday of every month. Other meetings of Council for the transaction of general business shall be held, as Council considers necessary.
- (4) Meetings of Council shall not take place on a Public or Bank Holiday, a Saturday or a Sunday. When the day of a meeting falls on one of these days, the meeting shall be held on the next following weekday instead.

### **2. Time and Place of Meetings**

Except where fixed by statute or by special summons, the Annual Meeting and meetings of the full Council shall be held at 6.30 pm in the Council Chamber in Craigavon Civic and Conference Centre.

### **3. Convening Special Meetings**

- (1) The Lord Mayor of the Council may call a meeting of the Council at any time.
- (2) The Lord Mayor of the Council must call a meeting of the Council if a request for such a meeting, supported by 9 Members (one-fifth of the whole number of Members) is presented to him/her. If the Lord Mayor either refuses or does not call this meeting within 7 days of service of the request, then the 9 Members may call a meeting of the Council at the expiration of this period.

### **4. Notice and Summons of Meetings**

- (1) Notice of the time and place of the intended meeting shall be published on the Council's website at least 3 working days before a meeting. Where the meeting is called by Members, the notice shall be signed by them and shall specify the business proposed to be transacted.
- (2) A summons to attend the meeting, specifying the business proposed to be transacted thereat and signed by the Chief Executive shall be issued to every Member. Failure to serve the summons within the correct time shall not affect the validity of the meeting.

- (3) Except in the case of business required by statute, or where in the opinion of the Lord Mayor, the business should be considered by the meeting as a matter of urgency, no business shall be transacted at a meeting of the Council, a Committee or Sub-Committee other than that specified in the summons relating thereto.

#### **5. Chair to be taken**

At each meeting of the Council, the Chair shall be taken at the time for which the meeting is convened and business immediately proceeded with.

#### **6. Chairperson of Meeting (Lord Mayor) – Full Council**

- (1) At a meeting of the Council, the Lord Mayor of the Council, if present must preside.
- (2) If the Lord Mayor of the Council is absent from a meeting of the Council, the Deputy Lord Mayor of the Council, if present, must preside.
- (3) If both the Lord Mayor and Deputy Lord Mayor are absent from a meeting of the Council, the nominating officer of the political party whose Member is Lord Mayor of the Council shall nominate a Member to preside in their absence.
- (4) The person presiding at the meeting may exercise any power of the Lord Mayor of the Council in relation to the conduct of a meeting.

#### **7. Protocol at Council Meetings**

As the Lord Mayor/Deputy Lord Mayor enters the Council Chamber at all scheduled full Council meetings, Members will stand. Members will take their seats when so directed by the Lord Mayor/Deputy Lord Mayor after the Macebearer has laid the mace. At the close of business, all Members will stand as the Macebearer collects the mace and remain standing as the Lord Mayor/Deputy Lord Mayor exits the Chamber.

#### **8. Chairperson of Meeting – Committee**

- (1) At a meeting of a Committee, the Chairperson of the Committee, if present, must preside.
- (2) If the Chairperson is absent from the Committee, the Deputy Chairperson of the Committee, if present, must preside.
- (3) If both the Chairperson and Deputy Chairperson are, absent from a meeting of a Committee, the nominating officer of the political party whose Member is Chairperson of the Committee shall nominate a Member to preside in their absence.
- (4) The person presiding at the meeting may exercise any power of the Chairperson of the Standing Committee in relation to the conduct of a meeting.



## **9. Quorum**

- (1) No business shall be transacted at a meeting of the Council and its Committees unless at least one-quarter of the whole number of Members are present. This is currently 11 Members for Council meetings, 5 Members for Committee meetings, 4 Members for Planning and Regulatory Committee meetings and 2 Members for Performance and Audit Committee.
- (2) If during a meeting, the Presiding Chair, after the number of Members present is counted, declares that a meeting is inquorate and it is unlikely that there will be a quorum present within a reasonable time, he/she shall declare the meeting adjourned.
- (3) Any uncompleted business on the agenda of a meeting adjourned under Standing Order 9 (2) above shall be tabled for discussion at the reconvened meeting or next suitable meeting.
- (4) Where more than one-quarter of the Members become disqualified at the same time then, until the number of Members in office is increased to not less than three-quarters of the whole number of Members, the quorum of the Council shall be determined by reference to the number of Members remaining qualified instead of by reference to the whole number of Members.

## **10. Admission to Meetings**

- (1) Subject to the provisions of this Standing Order, every meeting of the Council shall be open to the public in accordance with Section 42 of the Local Government (Northern Ireland) Act 2014.
- (2) The public and press may attend only in those parts of the Council Chamber or other nominated venue provided for their accommodation at meetings of the Council, unless specifically excluded in accordance with the provisions of Standing Order 12 or as required by the Council to comply with provisions in relation to Fire Safety and Health & Safety and the Public Order (NI) Order 1987.
- (3) The admission of the public is upon the understanding that they must continue at all times to be seated, and that no expression of opinion or noise of any kind be allowed from them.
- (4) At all times during which a meeting of the Council is open to the public, the Council shall make available to all media representatives facilities for taking reports of these proceedings.
- (5) Taking photographs of proceedings or the use of any other means by members of the public to enable persons not present to see or hear any proceedings (whether at that time or later) or making of any oral report of any proceedings as they take place shall be prohibited unless expressly permitted by the Council.
- (6) The use of social media by Councillors, members of the public or journalists shall be permitted, during those proceedings that are open to the public, to the extent that its use does not disrupt proceedings.

- (7) Members who are not Members of a particular Committee or Sub-Committee are free to attend. Speaking rights may be afforded to them by the Chairperson only on the business under discussion and they are not permitted to vote on any issue.

#### **11. Record of Attendances at Meetings**

The names of the Members present at a meeting of the Council or Standing Committee shall be recorded and entered into the minutes. A record will be maintained showing the number of meetings attended by Members.

#### **12. Exclusion from Meetings – Closed Council or Committees**

- (1) In line with legislative requirements, the public shall be excluded from a meeting of the Council whenever it is likely that, during the transaction of an item of business, confidential information would be disclosed to them in breach of an obligation of confidence. The agenda for Council and Committee meetings will indicate when a matter is being dealt with under confidential business.
- (2) The Council may, by resolution, exclude the public from a meeting of the Council (whether during the whole or part of the proceedings at the meeting) for such special reasons as may be specified in the resolution being reasons arising from the nature of the business to be transacted or of the proceedings at the meeting.
- (3) The Lord Mayor or Chairperson may at any time during the proceedings, if he/she thinks it necessary to secure order, direct the removal of any individual or group of individuals from the meeting venue or order the meeting venue to be wholly cleared of members of the public.

#### **13. Deputations to Council and Committees**

- (1) Deputations, from any source, shall only be admitted to address the Council or Committee provided the Chief Executive has received 15 working days' notice of the intended deputation and a statement of its objective.
- (2) The deputation shall be confined to the presentation of a statement, or copy of resolutions, and shall not make more than two short addresses by any two members of the deputation. The totality of the address shall not exceed ten minutes for the total presentation unless the Council decides that the deputation is of strategic significance in which case longer time limits can be put in place.
- (3) Deputations should not be repetitive and, where possible, issues of a similar or linked nature should be contained in one deputation. Where a deputation has made a presentation to the Council, the Council may decline to accept another deputation on the same issue from the same individual or group for a period of six months.
- (4) Arrangements for deputations to the Council's Planning and Regulatory Services are detailed in that Committee's Operating Protocol.
- (5) The above arrangements apply to both Council and Committee meetings.

#### **14. Order of Business at Meetings**

##### (Council)

Subject to any statutory requirements to the contrary, the order of business at every meeting of the Council shall be as follows:

- 1 Apologies
- 2 Consideration of Minutes of last full Council meeting
- 3 Declaration of Interests
- 4 Deputations/ Presentations by Statutory Bodies
- 5 Consideration of Committee Minutes
- 6 Chief Executive's Report
- 7 Schedule of Correspondence
- 8 Schedule of documents requiring the corporate seal (To note that in accordance with Article 11.5 of the Constitution the corporate seal can be affixed by the Chief Executive and Lord Mayor or a Councillor in matters of emergency or urgency)
- 9 Consideration of Motions for which due notice has been given, in the order they have been received
- 10 Schedule of confidential business
- 11 Consideration of confidential minutes
- 12 Confidential Chief Executive's Report
- 13 Any other relevant business of which previous notice has been given

##### (Committees)

- 1 Apologies
- 2 Declaration of Interests
- 3 Officer Reports
- 4 Correspondence
- 5 Confidential Reports
- 6 Any other relevant business of which previous notice has been given

##### (Planning and Regulatory Services Committee)

- 1 Apologies
- 2 Declaration of Interests
- 3 Report from Officers
- 4 Correspondence
- 5 Confidential Reports
- 6 Consideration of Applications for Planning Permission
- 7 Any other relevant business of which previous notice has been given

**NB requests in relation to speaking on any other relevant business should be made to Democratic Services by 12 noon on the date of the meeting.**

**Any matter that commits the Council to expenditure will not be considered under AOB.**



## SECTION TWO – MINUTES

### **15. Minutes**

#### a) Keeping of; as evidence; etc

- (1) Minutes of the proceedings of a meeting of the Council, or of a Committee or Sub-Committee, shall be drawn up and retained after approval.
- (2) Any minute purporting to be signed as mentioned in Standing Order 15.1.1 shall be received in evidence without further proof.
- (3) Until the contrary is proved, a meeting of the Council or of a Committee or Sub-Committee thereof in respect of the proceedings of which a minute has been so made and signed shall be deemed to have been duly convened and held, and all the Members present at the meeting shall be deemed to have been duly qualified, and where the proceedings are proceedings of a Committee or Sub-Committee, the Committee or Sub-Committee shall be deemed to have been duly constituted and to have had power to deal with the matters referred to in the minutes.

#### b) Signing of

The Minutes of a meeting of the Council and Standing Committees shall be signed at the next ensuing meeting of the Council by the Lord Mayor, Deputy Lord Mayor or Chairperson presiding, if approved by the meeting at which they fall to be signed.

### **16. Submission of Minutes**

- (1) In order to give sufficient time for the perusal of minutes by the Members of the Council, minutes of meetings of a Committee held later than seven clear days before the meeting of the Council shall not be submitted to that meeting for approval. This may be disapplied where a Committee considers the matter to be of extreme urgency and records such a decision in its minutes.
- (2) A **Decision Notice** will be issued within **three working days** of the Council or Committee meeting
- (3) It shall be the duty of a Committee, through the Chairperson or his/her representative, when its minutes are submitted for approval, to call the attention of the Council to any resolution or matter of an unusual or special character contained therein.

### **17. Minutes of Committees**

- (1) A motion or amendment shall not be made or proposed, or any discussion allowed on the proceedings of Committees with reference to any matter within the remit of a Committee which does not appear on the minutes submitted to the meeting of the Council.

- (2) Any matter in the minutes of a Committee on which a request for reconsideration, under Section 41 of the 2014 Act (call-in), has been lodged with the Chief Executive of the Council shall be identified, and may not be the subject of discussion at that meeting.

### SECTION THREE – MOTIONS

#### **18. Motions**

Every motion shall be relevant to some matter –

- i) in relation to which the Council
  - has power or duties;
  - is not prevented from taking action on by other legislation;
- ii) which directly affects the local government district or its residents; and
- iii) for which the Council is legally competent.

##### 18.1 On Notice

- (1) Notice of every motion, other than a motion which under Standing Order 18.2 may be moved without notice, shall be given in writing (which includes electronic correspondence) signed by the Member or Members of the Council giving the notice, to the Chief Executive **not later than at least ten clear days** before the next meeting of the Council. The Motion will be dated and time stamped by the Democratic Services Department. The motion must be clear in meaning otherwise it shall be rejected until such time as it is resubmitted in clear language, and not later than ten clear days before the meeting.
- (2) For the avoidance of doubt, whether a notice of motion is valid, under the terms of Standing Order 18 (Motions), shall be determined by the Chief Executive, in conjunction with Senior Council Officers including the Senior Solicitor, in advance of the Council meeting [and not at the Council meeting]. The incumbent Lord Mayor will be consulted.

The author(s) of the notice of motion shall be informed in advance of the Council meeting whether their motion is admissible and provided with reasons if the motion is deemed inadmissible.

- (3) Notices of motion will be limited to a maximum of 41 (1 per Member) in any calendar year, commencing January 2020.
- (4) A motion shall be rejected if the wording or nature of the motion is considered unlawful or improper.
- (5) All notices shall be dated and numbered as received, and entered in a register to be kept for that purpose. This register shall be open to inspection by every Member of the Council.

- (6) Notices of motion shall be entered by the Chief Executive in their proper place in the Summons Paper in the order in which they are received.
- (7) If a motion set out in the Summons is not moved either by a Member who gave notice, or by some other Member on his/her behalf, it shall, unless postponed by consent of the Council, be treated as withdrawn and shall not be moved without fresh notice.
- (8) If a notice of motion fails to be considered at a meeting of the Council, such notice of motion will only be included on the Summons Paper for the following meeting if submitted in writing to the Chief Executive by the Member concerned not later than seven clear days, at least, before the Council meeting.
- (9) Any notice of motion which fails to be considered at two consecutive meetings will not be accepted for inclusion on the Summons Paper for a period of six months from the date of the second meeting at which the matter has failed to be considered.

#### 18.2 Without Notice

The following motions may be moved without notice (any proposal should be seconded before discussion) -

- a) to appoint a Chairperson of the meeting at which the motion is moved in relation to the accuracy of the minutes
- b) to change the order of business in the agenda;
- c) to refer something to an appropriate body or individual
- d) to appoint a Committee or Members thereof arising from an item on the summons for the meeting
- e) to receive reports or adoption of recommendations of Committees or officers and any resolutions flowing from them
- f) to withdraw a motion
- g) to amend a motion
- h) to proceed to the next business
- i) that the question be now put
- j) to adjourn a debate
- k) to adjourn a meeting
- l) to suspend Standing Orders, in accordance with Standing Order 29.1;(qualified majority required)
- m) to exclude the public and press in accordance with section 42 of the 2014 Act
- n) to not hear further a Member named under Standing Order 23.3 or to exclude them from the meeting under Standing Order 23.4



## SECTION FOUR - AMENDMENTS

### 19. Amendments

- (1) When a motion is under debate at any meeting of the Council, an amendment or further motion shall not be received, with the exception of the following:
  - a) to amend the proposal; or
  - b) that the Council do now adjourn; or
  - c) that the debate be adjourned; or
  - d) that the question be now put; or
  - e) that the Council do proceed to the next business.

#### 19.1 To amend the Proposal

- (1) An amendment must be legitimate and within the scope of the notice convening the meeting. It **must not be a direct negative; must be relevant to the proposal**, which it seeks to amend, and not inconsistent with anything already agreed upon at the same meeting. An amendment **must relate solely to the proposal**, which it seeks to amend, **and not be, in effect, a new proposition on a different matter, and must not place a greater responsibility on the meeting than the original proposal.**
- (2) An amendment to a motion shall be either:
  - a) to refer a subject of debate to a Committee or to an officer for consideration or re-consideration;
  - b) to leave out words;
  - c) to leave out words and insert alternative words, or
  - d) to insert or add extra words

but such omission, insertion or addition of words shall not have the effect of directly negating the Motion before the Council.

- (3) When an amendment upon an original proposal has been moved, (the amended proposal must be taken first) the question to be put shall be "That the amendment be made". Where any amendment is agreed, the question to be put shall be "That the proposal, as amended, be agreed". Where any amendment is rejected, the substantive proposal shall stand and shall be voted on.

#### 19.2 That the Council Do Now Adjourn

- (1) Any Member of the Council who has not already spoken to the proposal or amendment then under debate may move "that the Council do now adjourn". Such a proposal must be seconded, but it need not be put in writing. The mover and seconder shall not speak beyond formally moving and seconding the proposal, which shall be put to the vote without debate.



- (2) In the event of the proposal for the adjournment being carried, the Lord Mayor/Chairperson shall (unless stated in the proposal) fix the date for the adjourned meeting for the continuation of the debate on the proposal or amendment under discussion at the time of the adjournment, and for the transaction of the remaining business (if any) on the Agenda for the meeting so adjourned.
- (3) A second proposal “that the Council do now adjourn” shall not be made within half-an-hour unless, in the opinion of the Lord Mayor/Chairperson, the circumstances are materially altered.

#### 19.3 That the Debate be Adjourned

- (1) Any Member of the Council who has not already spoken to the proposal or amendment then under debate may move “that the debate be adjourned”. Such a proposal must be seconded, but it need not be put in writing. The mover and seconder shall not speak beyond formally moving and seconding it.
- (2) Before putting to the meeting a proposal “that the debate be adjourned”, the Lord Mayor/Chairperson presiding shall call on the mover of the proposal or amendment under discussion to reply on the question of adjournment and, after such reply, which will not prejudice the right of the mover of a proposal to reply on the original question, shall put the proposal for adjournment of the debate to the vote without further debate.
- (3) If the proposal be carried, the Council shall proceed to the next business on the agenda, and the discussion of the adjourned debate shall be resumed at the next meeting of the Council unless a special meeting of the Council shall be called for the purpose.
- (4) On resuming an adjourned debate, the Member who moved its adjournment shall be entitled to speak first. A second proposal “that the debate be adjourned” shall not be made within half-an-hour. A Member shall not move or second more than one proposal for the adjournment of the same debate.

#### 19.4 That the Question Be Now Put

- (1) Any Member who has not already spoken to the proposal or amendment then under debate may move “that the question be now put”. Such a proposal must be seconded, but it need not be put in writing. The mover and seconder shall not speak beyond formally moving and seconding it.
- (2) If the Lord Mayor/Chairperson is of the opinion that the subject before the Council has been sufficiently discussed, he/she shall put the proposal “that the question be now put” to the vote without debate and if same is carried, the proposal or amendment under discussion shall be put to the Council.
- (3) A second proposal “that the question be now put” shall not be made on the discussion of the same question within half-an-hour.
- (4) A Member shall not move or second more than one proposal “that the question be now put” on the discussion of the same question.



**19.5 That the Council Do Now Proceed to the Next Business**

- (1) Any Member of the Council who has not already spoken to any proposal or amendment then under debate may move, “that the Council do proceed to the next business”. Such a proposal must be seconded, but it need not be put in writing. The mover and seconder shall not speak beyond formally moving and seconding the proposal which shall be put to the vote without debate.
- (2) If the Lord Mayor/Chairperson is of the opinion that the subject before the Council has been sufficiently discussed, he shall put the proposal “that the Council do proceed to the next business” to the vote without debate and if same is carried the proposal or amendment under discussion shall be put to the Council.
- (3) When a proposal is carried “that the Council do proceed to the next business”, the question under discussion shall be considered as dropped.
- (4) A second proposal “that the Council do proceed to the next business” shall not be made on the same question within half-an-hour.
- (5) A Member shall not move or second more than one proposal “that the Council do proceed to the next business” on the discussion of the same question.

**20. Amendments to Regulatory Decisions**

- (1) No amendment may be moved to a minute which is a Regulatory Decision.
- (2) For the purposes of these Standing Orders, a Regulatory Decision is a determination of an application for planning permission or any decision, determination, action, direction, order, approval, refusal, or enforcement action in exercise of powers of the Council as the local planning authority [or those powers specified in Executive Arrangements Regulations]; or any application for which the Council is the licensing authority.

**SECTION FIVE – RULES OF DEBATE**

**21. Rules of Debate**

The rules of debate apply to all Council business. A motion refers to any proposal, recommendation or matter formally submitted to Council with possible adoption as a resolution.



#### 21.1 Mode of address

The established mode of address is through the Lord Mayor/Chairperson by Members pressing the button to activate the electronic speaker system (where applicable) or by raising their hand. Every Member shall be seated and shall refer to one another using their respective titles of Lord Mayor, Deputy Lord Mayor, Chairperson, Deputy Chairperson, Alderman or Councillor. While a Member is speaking, the other Members should show respect. Any Member wishing to raise a point of order shall do so through the Lord Mayor/Chairperson. A Member shall direct his/her speech to the question under discussion or to a personal explanation or to a point of order.

#### 21.2 Precedence in speaking

When two or more Members have indicated to speak simultaneously, the Lord Mayor/ Chairperson shall decide who has precedence, facilitated by the electronic discussion system in operation where applicable.

#### 21.3 Place of Member speaking

A Member when addressing the Lord Mayor/Chairperson shall remain in the seat allocated to him/her in the Council Chamber or other venues.

#### 21.4 Addressing the Council

The Council during its sitting, shall not, unless with the consent of the Council, be addressed by any person who is not a Member of the Council.

#### 21.5 Lord Mayor/Chairperson rising during debate

Whenever the Lord Mayor/Chairperson rises or otherwise calls the meeting to order during a debate, a Member then speaking shall cease and the Council shall be silent.

#### 21.6 Member called to order

If any Member, while speaking, be called to order, he/she shall **cease speaking** and shall not again address the Council until the Lord Mayor/Chairperson has disposed of the question of order.

#### 21.7 Definition of point of order

A point of order refers to the interjection by a Member who does not have the floor to call to the Lord Mayor/Chairperson's attention, an alleged breach of Standing Orders. It shall relate only to an alleged breach of a Standing Order or statutory provision and the Member shall specify the Standing Order or provision and the way in which he/she considers it has been broken.

#### 21.8 Member may raise a point of order

A Member may raise a point of order, stating which point of order they are referring to and shall be entitled to be heard immediately.



21.9 Ruling of Chairperson on point of order

The ruling of the Lord Mayor/Chairperson on a point of order shall not be open to discussion.

21.10 Motions and amendments to be put in writing and seconded

- (1) A Motion or Amendment shall not be discussed unless it has been proposed and seconded and, unless notice has already been given in accordance with Standing Order 18.1. It shall, if required, be put into writing and handed to the Lord Mayor/Chairperson presiding before it is further discussed or put to the meeting.
- (2) A Member when seconding a motion or amendment may, if he/she then declares his/her intention to do so, reserve his/her speech until a later period of the debate.

21.11 Alteration of motion

- (1) A Member may alter a motion of which he/she has given notice as proposed with the consent of the meeting. The meeting's consent will be signified without discussion.
- (2) A Member may alter a motion which he/she has moved without notice with the consent of both the meeting and the seconder. The meeting's consent will be signified without discussion.
- (3) Only alterations which could be made as an amendment may be made.

21.12 Withdrawal of motion

- (1) A Member may withdraw a motion of which he/she has given notice under Standing Order 18.1 at any time after the meeting has commenced provided that he/she has not moved the motion or spoken on it and has the consent of the meeting. The meeting's consent will be signified without discussion.
- (2) A Member may withdraw any other motions which he/she has moved with the consent of both the meeting and seconder. The meeting's consent will be signified without discussion.
- (3) No Member may speak on the motion after the mover has asked permission to withdraw it unless permission is refused.

21.13 Member to speak to motion

A Member who speaks shall direct his/her speech strictly to the Motion under discussion, or an amendment thereof.



21.14 Member shall not speak more than once

A Member who has spoken on any Motion shall not speak again whilst it is the subject of debate, except:

- a) to speak once on an amendment moved by another Member;
- b) if the Motion has been amended since he/she last spoke, to move a further amendment;
- c) if his/her first speech was on an amendment moved by another Member to speak on the main issue whether or not the amendment on which he/she spoke was carried;
- d) in the exercise of a right to reply given by Standing Order 21.19;
- e) on a point of order.
- f) at the discretion of the Lord Mayor/Chairperson

21.15 Duration of speeches

Except with the permission of the Council, a Member, in introducing a Motion, shall not speak for more than five minutes and in replying, for more than three minutes.

A seconder of a Motion, or any other Member, shall not speak for more than three minutes.

21.16 Only one motion / amendment may be moved and discussed at a time

- (1) **Only one amendment may be moved and discussed at any one time.** No further amendment may be moved until the amendment under discussion has been disposed of.
- (2) If an amendment is not carried, other amendments to the original motion may be moved.
- (3) If an amendment is carried, **the motion as amended takes the place of the original motion.** This becomes the substantive motion to which any further amendments are moved.

21.17 When a motion is under debate no other motion shall be moved

When a Motion is under debate no other Motion shall be moved except the following -

- a) to amend the motion;
- b) to adjourn the meeting;
- c) to adjourn the debate;
- d) to proceed to the next business;
- e) that the question be now put;
- f) that a Member be not further heard;
- g) by the Chairperson/Lord Mayor under Standing Order 23.4, that a Member do leave the meeting.

21.18 Lord Mayor/Chairperson not to receive motion for direct negative

The Lord Mayor/Chairperson shall not receive a Motion for a direct negative to a question but, on the conclusion of the debate, the question shall be put and resolved in the affirmative or negative.



#### 21.19 Mover's right of reply

The mover of a motion has a right to reply at the close of the debate on the motion, immediately before it is put to the vote. If an amendment is moved, the mover of the original motion shall also have a right of reply at the close of the debate on the amendment and shall not otherwise speak on the amendment. The Member will speak no longer than 5 minutes. The mover of the amendment shall have no right of reply to the debate on his amendment.

#### **22. Recession of a Preceding Resolution**

- (1) No motion to rescind any resolution passed within the preceding six months, and no motion or amendment to the same effect as one which has been rejected within the preceding six months, shall be proposed by a Member unless the notice thereof given in pursuance of Standing Order 18.1.1 bears the names of at least 15% of the Members of the Council.
- (2) When any such motion or amendment has been disposed of by the Council, it shall not be open to any Member to propose a similar motion within a further period of six months.
- (3) This Standing Order shall not apply to motions moved in pursuance of a recommendation of a Committee (or a Call-in)

#### **23. Members' Conduct**

Members must have due regard to the provisions of the Northern Ireland Local Government Code of Conduct for Councillors in relation to their conduct during the whole of the proceedings of a meeting of the Council or its Committees.

##### 23.1 Speaking

When requesting to speak, the Member must address the meeting through the Lord Mayor/Chairperson and speak from the seat allocated to him/her. If more than one Member requests to speak, the Lord Mayor/Chairperson will direct the order of speakers.

##### 23.2 Chairperson addressing the Meeting

When the Lord Mayor/Chairperson addresses the meeting, any Member speaking at the time must stop. The meeting must be silent.

##### 23.3 Member not to be heard further

If at a meeting any Member of the Council, misconducts himself/herself by persistently disregarding the ruling of the Lord Mayor/Chairperson, or by behaving irregularly, improperly or offensively or by willfully obstructing the business of the Council, the Lord Mayor/Chairperson or any other Member may move "that the Member named be not further heard". The Motion, if seconded, shall be put and determined without discussion.



#### 23.4 Member to leave the Meeting

If the Member named continues to behave improperly after such a motion is carried, the Lord Mayor/Chairperson or any other Member may move that either the Member leaves the meeting or that the meeting is adjourned for a specified period. If seconded, the motion will be voted on without discussion.

#### 23.5 General Disturbance

When the Lord Mayor/Chairperson is of the opinion that the due and orderly dispatch of business is impossible, he/she in addition to any other powers vested in him/her may, without the question being put, adjourn the meeting of the Council or Committee for such period as he/she in his/her discretion shall consider expedient.

### **24. Disturbance by Public**

#### 24.1 Removal of a member of the public

If a member of the public interrupts proceedings, the Lord Mayor/Chairperson will warn the person concerned. If they continue to interrupt, the Lord Mayor/Chairperson will order their removal from the meeting room.

#### 24.2 Clearance of part of meeting room/disturbances in building and its surrounds

If there is a general disturbance in any part of the meeting room open to the public, the Lord Mayor/Chairperson may call for that part to be cleared. The Lord Mayor/Chairperson can request that action be taken if it is believed that any actions are or may potentially endanger the health and safety of Elected members or staff or other members of the public

### **SECTION SIX – VOTING**

### **25. Voting**

#### 25.1 Majority

Subject to any statutory provisions to the contrary, any matter will be decided by a simple majority of those Members present and voting.

#### 25.2 Lord Mayor/Chairperson's casting vote

If there are equal numbers of votes for and against, the Lord Mayor/Chairperson will have a second vote ie casting vote if they decide to use it. If the casting vote is not used the motion falls.



### 25.3 Qualified majority

A qualified majority is defined in the Local Government Act (Northern Ireland) 2014, S40 (2) as “80% of the votes of the Members present and voting on the decision”. This section applies to all standing committees as well as full Council. If the figure arrived at is not a whole number, the figure must be rounded up to the next highest whole number.

A qualified majority shall be required in relation to a Council’s decision on—

- a) the adoption of executive arrangements or prescribed arrangements as the Council’s form of governance (section 19 of the 2014 Act);
- b) the method, other than d’hondt, to be adopted for filling positions of responsibility (Schedule 1 of the 2014 Act);
- c) the method, other than quota of greatest remainder, to be adopted for appointing Councillors to Committees, (Schedule 2 of the 2014 Act);
- d) the exercise of the general power of competence in accordance with Section 79 of the 2014 Act;
- e) a call-in made in accordance with Section 41(1)(b) of the 2014 Act; and
- f) the suspension of standing orders. (Mandatory standing orders cannot be suspended)

### 25.4 Method of Voting

Unless a ballot or recorded vote is demanded under Standing Order 25.5, the Lord Mayor/Chairperson will take the vote by utilisation of the electronic voting system (where applicable) or by a show of hands, or if there is no dissent, by the affirmation of the meeting.

### 25.5 Recorded vote

Any Member present may request a recorded vote during the debate and prior to a vote being called. This will be recorded on the electronic voting system (where applicable) or by manual voting. The record will show whether each Member present and voting gave his/her vote for or against the question or abstained. In any matter that requires a qualified majority a recorded vote will be taken. A request for a recorded vote will take precedence over any other voting method.

## SECTION SEVEN – CALL-IN PROCESS

### **26. ‘Call-in’ Process (Mandatory)**

The Local Government (Northern Ireland) Act 2014 S41 requires Councils to make provision in their Standing Orders to reconsider a decision if **15%** of the Members of the Council’s present (rounded up to the next whole number if necessary) submit to the Chief Executive of the Council a requisition on either **or** both of the following grounds –

- a) that the decision was not arrived at after proper consideration of the relevant facts or issues
- b) that the decision would disproportionately affect adversely any section of the inhabitants of the district.

It is a statutory requirement that the Chief Executive must obtain the opinion of a practising barrister or solicitor before reconsideration of a requisition made wholly or partly under S41 (1) (b).

#### 26.1 Decisions subject to call-in

- (1) The following decisions may be subject to call-in in such manner as is specified in these standing orders -

- a) a decision of the Council
- b) a decision of the executive; (if one exists)
- c) an executive decision taken under joint arrangements in accordance with Section 26 of the 2014 Act;
- d) a decision taken by a Committee under delegated authority in accordance with section 7 of the 2014 Act; and
- e) a decision taken by a Committee to make a recommendation for ratification by the Council.

- (2) The following decisions shall not be subject to call-in

- a) a decision on a regulatory or quasi-judicial function which is subject to a separate appeal mechanism; e.g. a planning application decision made by the Planning and Regulatory Committee or enforcement action in relation to regulatory services
- b) decision which is deemed to be a case of special urgency in accordance with regulation 26 of the 2014 Executive Arrangements Regulations
- c) a decision where an unreasonable delay could be prejudicial to the Council's or the public's interests e.g. setting of the rate.
- d) any decision which serves only to note a report from or the actions of an officer or officers.

- (3) No decision shall be subject to call-in more than once for each of the reasons specified in section 41(1) of the 2014 Act.

#### 26.2 Call-in admissibility

- (1) A call-in shall be submitted in writing to the Chief Executive by 10am on the **fifth working day** following publication of the decision notice to which the call-in relates **using the agreed pro-forma**. Decision notices when issued for both Council and Standing Committees will specify the process for call-in and the deadlines for submission. If a call-in is received after the specified deadline, it shall be deemed inadmissible.



- (2) A call-in shall -
  - a) specify the reasons why a decision should be reconsidered; and
  - b) subject to Standing Order 26.2.5 of this standing order, be deemed to be inadmissible if the reasons are not specified.
- (3) In the case of a call-in submitted under Section 41(1)(b) of the 2014 Act, Members shall state in the reasons specified under Standing Order 26
  - a) the community that would be affected by the decision; and
  - b) the nature and extent of the disproportionate adverse impact.
- (4) Within **two working days** of receipt of a call-in, the Chief Executive shall confirm to all Members that -
  - a) the call-in has the support of **15 %** of the Members of the Council; and
  - b) that the reasons for the call-in have been specified.
- (5) Where the reasons have not been specified on the requisition the Chief Executive shall notify the Members making the requisition that it shall be considered inadmissible if reasons are not specified in writing within the specified deadline.
- (6) Within **two working days** of receipt of an admissible call-in submitted under Section 41(1)(b) of the 2014 Act, the Chief Executive shall seek the opinion of a practising solicitor or barrister in accordance with section 41(2) of the 2014 Act.
- (7) Where the legal opinion obtained in accordance with section 42(1) (b) of the 2014 Act confirms that the call-in has merit, the Chief Executive shall—
  - a) furnish the opinion to Members, and
  - b) include the decision on the agenda for the next available meeting of the Council, at which the matter will be decided upon, subject to a qualified majority.
- (8) Where the legal opinion obtained in accordance with section 42(1) of the 2014 Act indicates that the call-in does not have merit, the Chief Executive shall -
  - a) furnish the opinion to Members, and
  - b) make arrangements for the original decision to be implemented or tabled for ratification by the Council, as appropriate.



26.3 The call-in process: Committee arrangements

(1) For the purposes of reconsideration of a recommendation from a Committee pursuant to a call-in the decision notice of a committee which records a decision—

- a) taken under delegated authority; or
- b) subject to ratification by the Council

must be published **within 3 working days** of the conclusion of the Committee meetings. This date shall be regarded as the date of publication for the purposes of a call-in.

(2) If a call-in is not received by the deadline specified in paragraph 26.2.1 of this standing order, the decision specified in—

- a) paragraph 26.2.2 (a) of this standing order shall be implemented, or
- b) paragraph 26.2.2 (b) of this standing order must be tabled for ratification by the Council.

(3) The tabling for ratification of a decision specified in paragraph 26.3.1(b) of this standing order, or the implementation of a decision specified in paragraph 26.3.1(a) of this standing order, shall be postponed (unless the total level of support for the call-in falls below 15 % per cent of the Members) until the call-in has been resolved. The decision maker may rescind the decision at any time prior to the call-in being resolved.

(4) If an admissible call-in is made in accordance with standing order 26.2.2(a) and section 41(1)(a) of the 2014 Act, the Council shall appoint an ad hoc Committee of the Council, the membership of which will be—

- (a) the chairpersons of all Committees of the Council; and
- (b) the deputy chairpersons of all Committees of the Council to consider the process adopted by the decision-making Committee.

(5) The Chairperson and Deputy Chairperson of the Committee which was responsible for the decision which is the subject of the call-in shall not have voting rights at a meeting of the Committee appointed in accordance with standing order 26.3.4

(6) The Members who submitted the call-in, or a Member on their behalf, shall be invited to attend the meeting at which the decision subject to the call-in is considered and may, upon the request of the chairperson, address the meeting, but shall not have voting rights.



- (7) A Committee appointed in accordance with standing order 26.3.4 may —
- refer the decision back to the decision maker
  - in the case of a decision taken under delegated authority, support the decision; or
  - in the case of a decision for ratification by the Council, refer the decision to the Council.
- (8) Where a decision has been supported in accordance with standing order 26.2.8, that decision shall -
- be approved;
  - become operative from the date of the meeting at which the committee appointed in accordance with sub-paragraph (4) of this standing order confirmed support for the decision.

## SECTION EIGHT – MANDATORY PROVISIONS

### **27. Positions of Responsibility, etc. – Time Limits (Mandatory)**

- (1) Subject to standing order 27.2, in relation to positions of responsibility selected in accordance with paragraphs 2(1) and 2(2) of Schedule 1 to the 2014 Act, the period specified for -
- the nominating officer to select a position of responsibility and the term for which it shall be held; and
  - the person nominated to accept the selected position
- shall be 15 minutes.**
- (2) An extension to the period specified in standing order 27.1 may be granted subject to the approval of the Council. Such an extension may be requested by -
- the nominating officer;
  - the person nominated to hold the selected position; or
  - another Member.

### **28. Appointment of More than One Committee (Mandatory)**

- (1) Where the Council appoints more than one Committee at the same meeting in accordance with paragraph 5 of Schedule 2 to the 2014 Act, for the purposes of determining the number of places that must be allocated across the parties and independent Members of the Council, it shall agree -
- the number of Committees to be appointed; and
  - the number of Councillors that shall constitute the membership of each Committee.



- (2) The total number of places to which a nominating officer of a party may nominate Councillors who stood in the name of that party when elected must be calculated in accordance with paragraphs 2 to 4 of Schedule 2 to the 2014 Act and any resolution of the Council made thereunder.
- (3) A nominating officer's function under paragraph 2(1)(b) of Schedule 2 to the 2014 Act shall be exercised in such manner as to ensure that -
  - (a) all Members of a Committee are not nominated by the same nominating officer
  - (b) a nominating officer of a party may nominate Councillors who stood in the name of that party to fill the majority of places on a Committee, if the majority of Councillors stood in the name of that party; and
  - (c) subject to (a) and (b), the number of Councillors nominated by each nominating officer of a party, in so far as is reasonably practicable, bear the same proportion to the number of places on that committee as is borne by the number of Members who stood in the name of that party.
- (4) Nominations made in accordance with standing order 28.3 shall take into account any positions of responsibility on a Committee held by a Councillor who stood in the name of a party.
- (5) Allocation of Committee places (for the full four year term of the Council) will ordinarily be made at the first Annual Meeting in an Election Year.

## SECTION NINE – SUSPENSION, AMENDMENT & INTERPRETATION OF STANDING ORDERS

### **29. Suspension and amendment of Standing Orders**

#### **29.1 Suspension**

A Member may move a motion for the suspension of one or more of these Council Standing Orders. A motion under this Standing Order shall require the support of a qualified majority vote within the meaning of Section 40 of the 2014 Act. Suspension can only be for the duration of the meeting. The Minutes of the meeting must record the reason for the suspension. Mandatory Standing Orders may not be suspended by a Council.

#### **29.2 Amendment**

Any motion to add to, vary or revoke these Standing Orders will, when proposed and seconded, stand adjourned without discussion to the next ordinary meeting of the Council.

### **30. Interpretation of Standing Orders**

The ruling of the Lord Mayor/Chairperson as to the interpretation, construction or application of any of these Standing Orders or as to any proceedings of the Council, shall not be challenged at any meeting of the Council.



**GLOSSARY**

<b>2014 Act</b>	<b>Local Government Act (Northern Ireland) 2014.</b>
<b>2014 Executive Arrangements Regulations</b>	<b>Local Government (Executive Arrangements) Regulations (Northern Ireland) 2014.</b>
<b>2014 Standing Orders Regulations</b>	<b>Local Government (Standing Orders) Regulations (Northern Ireland) 2014.</b>
<b>Budget</b>	<b>The expenditure authorised by a Council under S3, Local Government Finance Act (Northern Ireland) 2011.</b>
<b>Call-In</b>	<b>A requisition for the reconsideration as provided for in section 41(1) of the 2014 Act – that is a provision within Standing Orders “requiring reconsideration of a decision if 15 per cent of the Members of the Council (rounded up to the next highest number if necessary)” present to the Clerk a requisition on either or both of the following grounds: a) That the decision was not arrived at after a proper consideration of the relevant facts and issues; b) That the decision would disproportionately affect adversely any section of the inhabitants of the district.</b>
<b>Chief Executive (Clerk)</b>	<b>Chief Executive (Clerk) to the Council appointed under S41 of the Local Government Act (Northern Ireland) 1972.</b>
<b>Committee</b>	<b>Committee appointed under S7, 2014 Act.</b>
<b>Delegated Authority</b>	<b>Discharge of a function under authority fixed by a Council under S7, 2014 Act.</b>
<b>Decision maker</b>	<b>The body or person making an executive decision, a decision under delegated authority or a key decision.</b>
<b>Minutes</b>	<b>The official record of a Meeting, providing a summary of points to be remembered – it need not be verbatim.</b>
<b>Executive</b>	<b>A cabinet-style Executive or a streamlined Committee Executive as provided for in section 21(2) of the 2014 Act.</b>
<b>Executive decision</b>	<b>A decision taken by a decision maker in connection with the discharge of a function which is the responsibility of the Executive of a Council.</b>
<b>Qualified Majority</b>	<b>Defined in S40(2), 2014 Act as “in relation to a decision of a Council means 80 per cent of the votes of the Members present and voting on the decision”. This section applies to Standing Committees as well as Full Council.</b>
<b>Member</b>	<b>Means a Member of the Council / Councillor.</b>
<b>Motion</b>	<b>Refers to any proposal, recommendation or matter formally submitted to Council with possible adoption as a resolution.</b>
<b>Point of Order</b>	<b>Refers to an interjection by a Member, who does not have the floor, to call to the Chairperson’s attention an alleged breach of the Standing Orders.</b>
<b>Policy framework</b>	<b>The policies and procedures agreed by Council in relation to the delivery of a function / functions of Council.</b>
<b>2000 Act</b>	<b>Political Parties, Elections and Referendums Act 2000.</b>



<b>Nominating Officer</b>	<b>The person registered under the 2000 Act as the party's nominating Officers: or A Member of the Council nominated under the 2000 Act for the purposes of Schedule 1 to the 2014 Act.</b>
<b>Party</b>	<b>A party registered under the 2000 Act in the Northern Ireland register.</b>
<b>Working day</b>	<b>A full day (9am – 5pm) – Monday to Friday E.g. three working days would be from 9am Monday until 5pm Wednesday. Please note: public and statutory holidays are not included as 'working days'</b>
<b>Summons of Meeting</b>	<b>The Notice of Meeting and Agenda items, which can include electronic format.</b>

**Appendix 1**

**ARMAGH CITY, BANBRIDGE AND CRAIGAVON BOROUGH COUNCIL  
REMOTE MEETINGS PROTOCOL MAY 2020**

**1. INTRODUCTION/BACKGROUND**

- 1.1. As part of the overall emergency response to the current COVID 19 pandemic The Local Government (Coronavirus) (Flexibility of District Council Meetings) Regulations (Northern Ireland) 2020 (the “**Regulations**”), which came into operation on the 1<sup>st</sup> of May 2020, makes provision for remote attendance at, and remote access to Council meetings.
- 1.2. The Regulations enable the Council to hold meetings without all, or any, of the Members being physically present in a room. They allow for remote meetings through electronic and digital means at remote locations using video and telephone conferencing, live webcast and live interactive streaming. In order for Members to be able to attend meetings of the Council remotely, they need not be physically present, provided they are able to hear and be heard (and where practicable, see and be seen by) other Members and members of the public attending remotely or in person.
- 1.3. The new Regulations will require a significant procedural and cultural change on how the Council conducts its meetings. This will be a challenging time for everyone and with this in mind and in line with the new Regulations, a new Protocol has been designed to provide a guide to remote formal meetings to help members, officers and the public. Mandatory Standing Orders remain in place and the process for ‘call-in’ will remain unchanged. The provisions of the Code of Conduct apply to remote meetings of the Council in the same way as they do to physical meetings.

**2. REMOTE PLATFORMS**

- 2.1. Council meetings will take place using Zoom. The meetings will be facilitated by a team of Officers from Democratic Services and ICT.



- 2.2. Papers for meetings will be uploaded as per normal procedure on the decision time software and it is recommended that Members/Officers use Council provided iPads to access the papers and to use their Council provided Laptops to actively follow and participate in the remote meeting through the meeting's video conferencing platform.
- 2.3. The Zoom platform has a 'raise your hand' icon and a 'Chat' function where messages can be typed to all or some selected participants of the remote meeting when it is taking place. All Members, with the exception of the Chair, are asked not to use the Chat function unless asked to do so by the Chair.

### 3. PRACTICAL ARRANGEMENTS FOR RUNNING A REMOTE MEETING

#### *Members Joining a Remote Meeting*

- 3.1. Access details for the remote meeting will be sent directly to Members and participating Officers by Democratic Services. Access details must be kept secure and confidential and not shared with any other person.
- 3.2. Members are encouraged to join the meeting promptly (i.e. at least twenty minutes before the scheduled start time) in order to resolve any issues with joining and avoid disrupting the meeting. The Chair will remind Members to mute microphones when not speaking. This is done in order to reduce feedback and background noise.

#### *Registering Attendance and Meeting Etiquette*

- 3.3. At the start of the remote meeting the Chair will welcome Members and announce any apologies submitted in advance. An opportunity will also be offered for any additional apologies to be noted, on behalf of a Member, by those in attendance.
- 3.4. The Chair will repeat the requirement under the Regulations that Members who are in remote attendance must be able to hear and be so heard by other Members in attendance and members of the public. The Chair will ask, via the Chat function, that Members identify themselves if they cannot hear the meeting. If it is not possible to address the fault within a reasonable period of time, and the meeting remains quorate, any Members not in compliance will be asked not to participate or vote in the meeting until they are in compliance with the Regulations.



- 3.5. All Members and Officers except the Chair are asked to keep their microphones on mute unless invited to speak. Any Member returning after a disconnection is asked not to interrupt when returning to announce their return.
- 3.6. If a Member joins, the remote meeting after it has formally commenced the Chair and/or Democratic Services will announce their attendance and will seek confirmation that there is still compliance with the Regulations. The Member should indicate in the Chat function whether they have any declarable interests in the items on the agenda. If Members are aware that they may be late to the meeting, they should inform Democratic Services as soon as they become aware.

#### ***Non-Attendance during a Remote Meeting***

- 3.7. It may become necessary during a meeting for a Member to cease attending either in part or for the remainder of a meeting, which may be due to the loss of remote connectivity. Non-attendance means either where a Member cannot hear the participants of the remote meeting or cannot be heard by them, a loss of visual connectivity would not lead to non-attendance.
- 3.8. The Chair, with the assistance of Officers, will ensure that a quorum is maintained and in the event that it is not, the meeting will be adjourned in accordance with Standing Orders.
- 3.9. Members in attendance wishing to leave the meeting before it finishes should, where possible, notify the Chair before leaving the meeting. Members should use the Chat function to indicate they are leaving, the Chat and times of entry are recorded after the meeting for reference. This will allow formal minutes to record the time and agenda item at which point the Member left the meeting.

#### ***The Remote Environment***

- 3.10. The remote meeting will be live streamed and viewed by the public (unless it is conducting a matter which is confidential or exempt information under the Local Government Act (NI) 2014) (**Confidential Business**). A Member attending will be using the camera and microphone on their electronic device i.e. Council issued laptop.



- 3.11. When attending a remote meeting, a Member should ensure they are sitting in front of their electronic device so that they can be seen and heard clearly. Ensure you are well lit and in silhouette against a bright background. Your head and shoulders should remain in the frame at all times.
- 3.12. The Member should consider the background also captured by the camera and ensure it is appropriate to the meeting. The video conferencing facility has a feature which allows members to blur out their background.
- 3.13. Members must notify Democratic Services about any connectivity issues, which will affect their participation in a remote meeting, as far in advance of the meeting as is possible.
- 3.14. Sound quality is important, choose a quiet room. The Member should also take reasonable steps to ensure they will not be disturbed during the meeting.
- 3.15. Members should ensure that documentation which includes Confidential Business or contains personal data is not in view of the camera.

#### ***Protocol for Members Speaking at Meetings***

- 3.16. Members who wish to speak during a meeting will need to click on the 'raise your hand' icon. The Chair and Democratic Services will be able to see all those who have indicated they wish to speak and will come to each Member in turn, the Chair has absolute discretion as to the order in which they take speakers.
- 3.17. When a Member is invited to speak by the Chair, they should unmute their microphone to enable them to be heard in the meeting.
- 3.18. If it is not practicable for a Member to broadcast their video whilst speaking to the Council, that Member will be permitted to switch their camera off and speak using the audio facility only.
- 3.19. All participants should keep their contributions as short and succinct as possible. The Chair of the meeting must maintain strict control. Where a degree of cross-Chamber/party conversations may be tolerated in a conventional meeting, such behaviour in a video conference will render the meeting inaudible to all.



- 3.20. After preliminaries, the Chair will normally invite each relevant Officer to present each item in turn. At the conclusion of the Officer presentations, the Chair will invite Members in turn to speak. Members may indicate if they wish to speak by clicking on the 'raise your hand' icon.
- 3.21. Members may only speak when invited to do so by the Chair. Only one Member may speak at any one time.
- 3.22. When referring to reports or making specific comments, Members should refer to the report and page number in the agenda document pack so that all Members have a clear understanding of what is being discussed at all times.
- 3.23. When the Member has finished speaking, they must remember to switch their microphone to mute once again.
- 3.24. If at any time during the course of the meeting a Member is unable to hear or see a presentation or debate in relation to an item, they should inform the Chair as soon as they are able to. If a Member is not satisfied that they heard the entirety of the presentations and debate it will be necessary for the Member to refrain from taking part in the vote. If this is the case, the reasons for this will be noted by the Clerk.
- 3.25. Once the Chair is satisfied that there has been adequate discussion, unless there has been a Motion to adjourn or defer a particular matter, the Chair will progress to making a decision.
- 3.26. The remote meeting will finish when the Chair formally closes the meeting.

#### **4. PROCEDURAL ISSUES**

##### ***Declarations of Interest***

- 4.1. At the commencement of the meeting, the Chair will ask Members to declare whether they have an interest in any items on the agenda. If a Member has a declarable interest, they will need to click on the 'raise your hand' icon. The Chair will then ask each Member in turn, who has indicated that they have a declarable interest, to unmute their microphones and declare their interest.



- 4.2. If an interest is declared and the Member indicates that he/she wishes to leave the remote meeting for the duration of the discussion to which the declaration refers, the Chair will move their electronic access to a remote 'Waiting Room' and then enable their access to the remote meeting again at the end of the agenda item.

### ***Motions***

- 4.3. Members will have the ability to submit Motions to Council as set out in the Standing Orders.

### ***Amendments***

- 4.4. Amendments can be taken if they relate the proposal and only one amendment can be taken at any time. An amendment is voted on first and, if successful, it becomes the substantive Motion.

### ***Rules of Debate***

- 4.5. The usual rules of debate apply to remote meetings and the Chair will announce each Member when inviting them to speak, to aid transparency and assist those attending by watching the live stream.

### ***Point of Order***

- 4.6. If a Member has a Point of Order to raise during a meeting, they will need to click on the 'raise your hand' icon. The Chair will then invite that Member to unmute their microphone and speak. Having spoken, the Member must remember to mute their microphone again.

### ***Adjournments***

- 4.7. In accordance with Standing Orders, the Chair has the power to adjourn a meeting for a temporary period. If the Chair advises of a temporary adjournment to a remote meeting, all Members must remain in attendance with their microphones on mute, until the Chair instructs otherwise.



### **Chair**

4.8. The Chair has absolute discretion to pause or adjourn meeting proceedings. The ruling of the Chair as to the interpretation, construction or application of this Protocol or as to any proceedings of the Council shall not be challenged at any meeting of the Council and is final.

### **Voting**

4.9. If an item is not, in the opinion of the Chair, contentious, the Chair will ask Members whether they disagree or want to abstain ('are Members all agreed'). If a Member *does not agree* or *wishes to abstain* they will need to click on the 'raise your hand' icon. The Chair will then invite that Member to unmute their microphone and speak. When the Member has finished speaking, they must remember to switch their microphone to mute once again.

4.10. If there is no dissent the Motion will be taken as carried, this will be regarded as 'the affirmation of the meeting'. If there is dissent from Members the item will move to a vote, as set out under paragraph 4.11 below.

4.11. If there is dissent on an item or the item is deemed by the Chair to be contentious a vote will be carried out. The Chair will ask all Members to turn their microphones on (and broadcast their video where practicable). The Chair will then read out the name of each Member in turn in alphabetical order and ask them how they wish to vote. Each Member will need to unmute their microphone and say either:

- **For**
- **Against**
- **Abstain**

for the Motion or amendment that has been proposed.

4.12. Once a Member has given their vote then microphones should be muted again. The Chair supported by the Democratic Services Officer minuting the meeting will manage voting. The Democratic Services Officer minuting the meeting will record the outcome of the voting and announce it at the meeting.



- 4.13. Details of how Members voted will not be retained or minuted unless a recorded vote is called for.
- 4.14. In the event a Member is/was prevented from accessing a meeting/or part of meeting due to a technical fault, and is/was therefore prevented from voting on an item, a decision of the Council will remain valid as long as the meeting was quorate when the vote was taken.

### ***Confidential Business***

- 4.15. If a resolution is passed for the meeting to go into 'confidential' to consider Confidential Business, the live streaming of the meeting will immediately stop to ensure that no member of the press or public can view proceedings. During this time, the public and press will see only a screen which shows the Council's logo.
- 4.16. It is the responsibility of the Member participating in a private session of a meeting, to ensure that the meeting cannot be seen or heard by any other person at their remote location.
- 4.17. Once in confidential, the Chair will ask Members who are not in a secure or private location to identify themselves by clicking on the 'raise your hand' icon. The Chair will proceed to move those Members' electronic access to a remote 'Waiting Room' for the duration of the confidential meeting.
- 4.18. Once all Confidential Business has been dealt with any Members in the Waiting Room will be returned to the main meeting and the meeting will be live streamed to the public and press again.

### **Access to Documents**

- 4.19. Democratic Services will publish the agenda and reports for Committee meetings on the Council's website and will notify Members by email. Printed copies will not be circulated and nor will they be available for inspection at the Council's offices.



### ***Public Access***

- 4.20. A link for members of the public and press to access the meeting will be included on the Council's website. Information and instructions on how to access the meeting will also be provided on the Council's website.
- 4.21. The requirement to ensure meetings are open to the public will now include access by remote means, including video conferencing and live webcast.
- 4.22. If members of the public lose all remote access to the meeting due to a technical fault the meeting will be adjourned until the fault is addressed. If the fault cannot be addressed after a reasonable period and the public remain unable to access the meeting, the meeting will be abandoned until such time as it can be reconvened.

### ***Recording Meetings***

- 4.23. The video conferencing platform has a facility for recording meetings. All remote meetings will be recorded.

### ***Dealing with Technical Difficulties***

- 4.24. In the event that the Chair or the Democratic Services Officer hosting the meeting identifies a failure of the remote participation facility, the Chair will declare an adjournment while the fault is addressed.
- 4.25. If it is not possible to address the fault within a reasonable period of time and the meeting is inquorate, the meeting will be abandoned until such time as it can be reconvened. If the meeting is quorate, the Chair will decide if this meeting should continue depending on the difficulties being experienced, or whether it should be adjourned until a later time or date.
- 4.26. If a meeting is abandoned due to technical difficulties a report shall be prepared by Democratic Services for Party Leaders providing an explanation of what went wrong, what is being done to recover any lost data and how we will mitigate issues in the future.



### ***Members Conduct***

4.27. The Chair's powers to deal with issues of disturbance shall continue to apply. If a motion is passed that a Member must leave a remote meeting, the Chair can terminate the Member's access to the meeting.

### ***Documents Open to Public Inspection***

4.28. Any reference in Council Standing Orders to a document being available for public inspection at the Council's offices will now be satisfied by being published on the Council's website only.

### ***Following a Remote Meeting***

4.29. The streaming and recording of remote meetings does not replace the formal minutes of the meeting and the decisions made. The Council will continue to produce formal minutes and agendas, which will be retained in line with legislative guidance.

## **5. INTERPRETATION AND REVIEW OF THIS PROTOCOL**

This Protocol will be kept under review and any suggestions or comments on the Protocol can be addressed to the Council's Head of Governance and Democratic Services who will have authority to make minor changes in consultation with the Chair. Any changes that are more substantial will be reported back to the Council for approval.

# **FINANCIAL PROCEDURE RULES**

## **(FINANCIAL REGULATIONS)**

**February 2019**

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## **FINANCIAL REGULATIONS**

### **1. Introduction**

- 1.1** The purpose of this document is to set out the financial procedure rules of the council having due regard to the overall regulatory framework pertaining to local authorities within Northern Ireland as well as the organisation's own approach to financial management.
- 1.2** Financial Regulations provide the framework within which the council's financial affairs are to be managed. Their application will apply to every committee, sub-committee, working group and employee of the council or other person acting on behalf of the council.
- 1.3** To conduct its business effectively, the council needs to have sound financial management policies in place that are strictly adhered to. Part of this process is to adopt and implement financial procedure rules. The regulations contained herein have been drawn up to ensure the financial matters of the council are conducted properly, reflect the application of best practice and the requirements of legislation.
- 1.4** Additional regulations and amendments to existing regulations will be notified to the Chief Executive and Strategic Directors by the Head of Finance following approval by the Governance, Resources and Strategy Committee.
- 1.5** These regulations are equally applicable to all organisations regarding which the council has a controlling influence unless otherwise agreed by the council. Additional arrangements may be agreed subsequently for some internal organisations to accommodate their particular trading and commercial status.

### **2. Financial Control**

- 2.1** The Head of Finance shall be responsible for keeping the principal accounting records of the council and shall exercise supervision over the accounting systems.
- 2.2** The Head of Finance shall be responsible for the provision of regular and robust financial information to the Governance, Resources and Strategy Committee, Executive Management Team (EMT), Directors and Heads of Department in a timely fashion.
- 2.3** The Chief Financial Officer is required to ensure the council's annual Abstract of Accounts is prepared in the format and by the deadline specified by the Department for Communities (DfC).
- 2.4** The Head of Finance shall be responsible for advising the council on all financial matters. This will include offering advice and/or providing assistance to Strategic Directors and Heads of Departments regarding the financial appraisal of projects, schemes or works proposed by any committee or officer and for this purpose shall be:

- a) Consulted with and advice sought in advance of any new proposal with a budgetary consequence being presented to the EMT and/or council committee.
- b) Forwarded a copy of relevant reports for review, comment and feedback regarding new proposals in advance of all meetings of committees, working groups and sub-committees together with a copy of the minutes regarding the outcome of discussions at these meetings.
- c) Consulted with regarding all cases where officers of the council intend to discuss with representatives of a government department or public bodies, firms, institutions or persons on matters involving financial proposals and shall have the option to be present or represented by a member of the finance team at such discussions; and
- d) Consulted with in the preparation of any report or statement prepared by any officer which proposes expenditure either of revenue or capital monies or the disposal of any property or any matter having financial consequences prior to consideration by a committee of the council.

### **3. Accounting Records and Procedures**

- 3.1** The Head of Finance shall be responsible for the compilation of the main accounting records for all departments of the council except where they are satisfied that it is in the interest of administrative efficiency for any such records to be maintained in other departments. In these and all other cases they shall exercise supervision over accounting records and systems, particularly with a view to obtaining uniformity of accounting, after consulting the relevant Strategic Director and/or Head of Department concerned as to the form and manner of the keeping of such records.
- 3.2** Each Strategic Director and Head of Department shall be responsible for the proper maintenance of accounting procedures and records within their department and shall ensure proper security and confidentiality.
- 3.3** The Head of Finance shall be required to maintain all the back-up documentation in support of the accounting records in accordance with the council's Document Retention Policy.
- 3.4** Heads of Departments involved in EU and other funded programmes will be responsible for retaining all relevant documents pertaining to the specific funded projects in accordance with the requirements as set out in the specific letter of offer.
- 3.5** The Head of Finance shall be responsible for the continuous production of financial management information and in this, and the accounting arrangements generally, due regard shall be paid on the one hand to the production of prompt, reliable and complete information and on the other to minimising the administrative costs involved in its production.
- 3.6** The following principles shall be observed in connection with accounting systems:

- a) The duty of providing information, calculating, checking and recording the sums due to or from the council should be separated as completely as practicable from the duty of collecting and disbursing those funds.
- b) There should be a segregation of duties between officers charged with the duty of examining and checking the accounts of cash transactions and those actively involved in processing these transactions. Heads of departments will be responsible for cash management within their respective departments and this will include issues regarding segregation of duties.

#### **4. Internal Control**

- 4.1** Internal controls are the system of controls devised by management to help ensure that the council's objectives are achieved in a manner that promotes economical, efficient and effective use of resources and that the council's assets and interests are safeguarded.
- 4.2** All staff within council have responsibility for ensuring adherence to internal controls. Particular emphasis is placed on safeguarding council assets, in particular the management of council funds and individual officers have a duty to ensure that appropriate controls are in place to adhere to this.
- 4.3** Heads of Departments, managers and officers, whilst having awareness and due regard to existing council policies, internal controls and guidance, should carry out their own internal risk assessments to ensure the protection and proper control over council assets and finances. The Head of Performance & Audit is responsible for advising on effective systems of internal control.
- 4.4** It is the responsibility of Strategic Directors, supported by Heads of Departments, to establish sound arrangements for planning, appraising, authorising and controlling their operations in order to achieve continuous improvement, economy, efficiency and effectiveness and for achieving their financial as well as operational performance targets.
- 4.5** Internal Audit will be under the independent control and direction of the Head of Performance & Audit and will be required to carry out internal audits of financial and stores transactions within council. To facilitate this, Internal Audit shall have access to all records and shall be entitled to require the production of cash, stores and other property and to ask for such explanations as considered necessary.
- 4.6** It is the responsibility of Internal Audit to ensure that internal controls are regularly reviewed as part of the Internal Audit Plan and that any weaknesses found should be immediately reported to the relevant Strategic Director or Head of Department. They will also follow up on recommended remedial actions to ensure they are implemented by the appropriate officer.
- 4.7** It is the responsibility of all staff to ensure that if they are aware of any weaknesses or irregularities or suspected irregularities affecting cash, stores, property or any assets of the council to immediately inform their line managers. This can be done verbally in the first instance but should, as far as possible

be supported in writing. The line manager should then immediately bring the matter to the attention of the Head of Department whilst also keeping their own line managers apprised of the situation. The Head of Department should consult on the matter with their Strategic Director and following the consultation, determine if the matter should be reported to the Chief Executive and referred to the Head of Performance and Audit for action by Internal Audit. Depending on the outcome of consultations and subsequent investigations, the matter should be reported to the Audit Committee.

- 4.8** The Chief Executive is required to sign an annual Corporate Governance Statement. In order to comply with this regulation, Strategic Directors are required to sign an Annual Assurance Statement as well as six-monthly Assurance Statements that proper controls exist within their area of responsibility. Directors should, in turn, seek assurances from Heads of Departments under their control that proper controls exist and should be evidenced by Officer Statements as required by the Director.
- 4.9** The Chief Financial Officer will review annually the council's corporate governance arrangement and report to the Audit Committee on their effectiveness.
- 4.10** The Head of Performance and Audit will arrange for a statement on the effectiveness of the internal controls within the council to be presented annually to the Audit Committee prior to the completion of the Corporate Governance Statement.

## **5. Risk**

- 5.1** All staff must adhere to the council's Risk Management Policy.
- 5.2** The Head of Performance and Audit will be responsible for co-ordinating the review of and reporting on risk registers within the council. Each Head of Department and Strategic Director are responsible for maintaining, reviewing and reporting on their own register, along with any Corporate and Project risks assigned to them.
- 5.3** The Head of Performance and Audit, supported by the Internal Audit function, will be responsible for the maintenance, review and updating the Risk Management Policy and to report upon this as necessary to the Chief Executive and the Audit Committee.
- 5.4** Internal Audit will prepare and Annual Statement of the Effectiveness of Risk Management which will be reported to the Chief Executive and the Audit Committee.
- 5.5** The Audit Committee is responsible for approving the council's Risk Management Policy statement and strategy for reviewing the effectiveness of risk management.

## **6. Fraud Policy**

- 6.1** All staff have a duty to report suspected or actual fraud in accordance with the council's Fraud Policy.
- 6.2** Staff are required to do all in their power to prevent fraud and to take action where a fraud is suspected.
- 6.3** The council actively takes part in the National Fraud Initiative (NFI). The Head of Audit and Performance will ensure that the returns are made to the NI Audit Office and all matches are reviewed and investigated as necessary.

## **7. Annual Revenue and Capital Budgets**

- 7.1** The Chief Financial Officer shall, with assistance from and in consultation with Strategic Directors, the Head of Finance and other Heads of Department, prepare a three-year medium term rolling financial plan including a detailed annual budget comprising of estimates of proposed expenditure and income receivable in the financial year. A rolling three-year capital expenditure programme must also be prepared. Updates on the estimates process and information regarding budgetary pressures, easements, efficiencies and savings shall be presented to members for consideration and review prior the striking of the rate in February each year.
- 7.2** The council shall receive the recommended estimates from the Governance, Resources and Strategy Committee and, subject to revision, shall approve the estimates before the date stipulated for submission to the Department for Communities.
- 7.3** The Chief Financial Officer shall prepare a statement on the robustness of the budgets and present to the council before the council adopts the budgets. The statement shall be prepared in accordance with the Local Government Finance Act (Northern Ireland) 2011.
- 7.4** On approval of the estimates, Directors and Heads of Departments are responsible for the management and control of expenditure as well as achieving income levels as set out in the annual estimates. This includes responsibility for ensuring that budgets are not exceeded without prior discussion and approval from, in the first instance, the relevant Strategic Director and if material, the Head of Finance, the Executive Management Team (EMT) and, if deemed necessary the relevant council committees.
- 7.5** No officer will commit the council to expenditure that has not been approved by council in the annual estimates without consideration and approval of the EMT in the first instance. It is the responsibility of the relevant Strategic Director and/or Head of Department to ensure that funding is available or has been secured and that the proposed expenditure is affordable before presentation to the EMT for consideration. If the proposal requires additional budgetary cover EMT will confirm if it should be presented to the relevant council committee(s) for approval.
- 7.6** The Strategic Directors and Heads of Departments of the council shall be responsible for keeping strict supervision of the expenditure of their respective teams/departments/directorates.

## **8. Capital Expenditure**

- 8.1** The Position Strategic Director, supported by the Head of Estates and Asset Management, is responsible for keeping under review the council's capital programme.
- 8.2** For each capital project or purchase a senior responsible officer will be nominated by the appropriate Strategic Director. To ensure there is a clear segregation of duties, the person nominated should not have responsibility for the oversight of the capital programme.
- 8.3** The Head of Finance must ensure compliance with the Prudential Code and the council's Minimum Revenue Provision (MRP) Policy.
- 8.4** It is the responsibility of Strategic Directors and Heads of Departments to ensure that business plans, in relation to all proposed capital expenditure (projects and purchases), are initially presented to EMT. Submissions to EMT must include robust costings and clearly identify all associated future revenue implications.
- 8.5** Those projects which receive support from the EMT must then follow the process outlined in the council's Capital Governance Manual. Capital expenditure must not be incurred until the approval process has been completed. This will include approval by EMT and the relevant committee to the business case, and approval by the Governance, Resources and Strategy Committee in relation to the capital programme and the affordability of the agreed programme.
- 8.6** Business plans or appraisals must be prepared for all proposed capital expenditure. The degree of detail required is commensurate with the value of the proposed expenditure. A full "green book" appraisal must be carried out for projects in excess of £1m.
- 8.7** In relation to expenditure incurred in advance of a capital project commencing, such as feasibility studies or appraisals a revenue budget must be identified and approved before any work is commissioned.
- 8.8** It is the responsibility of the Position Strategic Director to update the Chief Executive, EMT, council and finance on the progress of capital expenditure in line with guidance laid out in the Scheme of Delegation.
- 8.9** Once a capital budget has been approved, it is the responsibility of the Strategic Director and/or Head of Department incurring the expenditure to ensure that the approved sums are not exceeded.
- 8.10** Strategic Directors must seek council approval, at the earliest opportunity, when the cost of a capital project, or purchase, exceeds 5% of the approved budget.
- 8.11** The Head of Estates and Asset Management shall monitor all capital expenditure (projects and purchases) and report regularly to EMT and the Governance, Resources and Strategy Committee on the progress and cost of each project.

## **9. Revenue Expenditure**

- 9.1** All officers with budgetary responsibility must ensure that they adequately plan for all significant items of expenditure and that value for money principles are adhered to.
- 9.2** All officers with budget responsibilities are responsible for remaining within budget and for all expenditure associated with their particular cost centre(s).
- 9.3** All officers with budgetary responsibility must ensure that they submit robust budgetary and expenditure information during the annual estimates process, particularly with regards to known and anticipated budgetary pressures, as well as to undertake a detailed review of budgets for the purposes of ensuring there is an effective allocation of resources.
- 9.4** All officers with budgetary responsibility must ensure that all transactions and authorisations are in accordance with guidance contained within the council's Financial Regulations, the Scheme of Delegation, the Procurement Handbook and any other guidance issued by the Finance Department.
- 9.5** All officers proposing significant changes to the way a service is delivered should prepare a detailed analysis of their proposals assessing the impact of the changes and compare with other options for service delivery. This should be submitted to EMT for consideration.

## **10. Procurement Thresholds, Authorisation and Limitation of Expenditure**

- 10.1** Revenue expenditure may be incurred up to the amounts included in the approved annual estimates or any variations approved by the EMT, the Head of Finance, or the Governance, Resources and Strategy Committee
- 10.2** The purchase of goods and services should be in accordance with the procurement guidelines included within the council's Procurement Handbook. Officers must also familiarise themselves with this handbook, the current limits are set out below:

Cost does not exceed £1,500	No quotation required but reasonable effort must be made to obtain value for money.
Cost is between £1,501 - £7,500	A minimum of 3 written competitive quotations required
Cost is between £7,501 - £20,000	A minimum of 4 written competitive quotations required
Cost is between £20,001 - £30,000	A minimum of 4 selected tenders
Estimated cost exceeds £30,000	Public advertisement required

- 10.3** A Single Supplier Action (SSA) is where officers propose expenditure without obtaining the required quotes or tendering as required within the Financial Regulations. Where a single supplier is proposed, the spending officer must obtain the approval of their Strategic Director. The same action must be taken where a contract is extended beyond its termination date. Where the cost exceeds £30,000, approval must be sought from the Strategic Director Performance.
- 10.4** In relation to a SSA a written justification for the decision is required and this must also include details of efforts made to obtain value for money. The Procurement Officer must also be notified who will report this to the next Audit Committee.
- 10.5** Each Strategic Director will agree a list of authorised officers and associated expenditure limits within their directorate with the Head of Finance. Each Director may also authorise the use of procurement cards within their directorate and will be responsible for the use of these and ensuring staff adhere to the guidelines issued by the Finance Department.
- 10.6** Budget managers are responsible for the retention of all material (quotations, supporting documentation) regarding all transactions and to retain these for the period of time as identified in the council's Records Retention Policy.

## **11. Orders for Works, Goods and Services**

- 11.1** All requisitions should, as far as possible, be coordinated through the automated financial system and the appropriate controls and procedures regarding the segregation of duties and authorisation levels must be followed.
- 11.2** In exceptional situations whereby an automated requisition is not possible the budget manager is responsible for ensuring that a manual requisition is raised and properly authorised in accordance with relevant segregation of duties and levels of authority.
- 11.3** Officers are responsible for ensuring that no goods or services should be ordered in advance of the raising and authorisation of a relevant requisition.
- 11.4** Strategic Directors shall be responsible for all orders for goods and services pertaining to departments within their command.
- 11.5** When a contract has been entered into by the council for the supply of any goods, services or materials, Strategic Directors and Heads of Department shall, in the interests of economy and standardisation, order under such contract any goods, services or materials required by them which are specified therein.

## **12. Contracts (Revenue and Capital)**

- 12.1** All contracts entered into shall comply with the council's Standing Orders and any other policy or guidance relating to contracts such as the council's Procurement Handbook.
- 12.2** Any variation to a contract, whether it is an addition or an omission, must be notified by the relevant Head of Department to the appropriate Strategic Director and to the Procurement Department (as necessary or where material). Officers need to be aware of expenditure authorisation limits and variations must be authorised by the appropriate officer.
- 12.3** It is the responsibility of the relevant Strategic Director to:
- a) ensure the contractor/provider is notified in writing by issuing an official variation order specifying the addition or omission. The retained copy of the variation order only shall, where possible, show its estimated financial effect. No work which shall be the subject of a variation order shall be commenced except in an emergency before the variation order is issued;
  - b) in respect of a variation to a contract which has been publicly tendered for, a copy of the variation order must be sent to the Procurement Manager; and
  - c) include the financial effect of any variation order on a contract price in any progress report on that contract submitted to other Strategic Directors and committees.
- 12.4** If at any time it appears to the relevant Strategic Director or Head of Department that in relation to revenue contracts the approved contract sum may be exceeded by more than 5%, an update on the situation should be presented to the Procurement Manager and the relevant committee (see section 8.8 above in relation to capital contracts).
- 12.5** The controls and requirements pertaining to consultant architects, designers and/or engineers engaged by the council to supervise and manage the execution of works shall be included within the council's Capital Procedures Manual.
- 12.6** An evaluation of all contracts shall be undertaken by appropriate Departments including an assessment of the performance of the contractor. This will be carried out in liaison with the Procurement Department according to the procedures set out in the Procurement Handbook.
- 12.7** Each directorate is responsible for reviewing all contracts under their control and ensuring they are actively monitored and renewed on a timely basis.

### **13. Assets and Inventories**

- 13.1** All items of a capital nature costing greater than £5,000 must be recorded in the fixed asset register and details recorded should include the cost and the location of the asset. All fixed asset disposals and additions in excess of the prescribed limit must be recorded on the register.
- 13.2** The Head of Finance must ensure that the asset register is reviewed annually in order to ensure that it is accurate and up-to-date and to ensure that periodic valuations of all assets have been actioned in accordance with the relevant Accounting Code of Practice.
- 13.3** The Head of Estates and Asset Management will oversee a review of all land and property in accordance with the council's Asset Management Strategy.
- 13.4** The Head of Estates and Asset Management is responsible for the development of a policy relating to the prevention of encroachment, procurement, transfer and disposal of all council land and buildings including leases, licenses and any initiative regarding land and property e.g. community asset transfer.
- 13.5** The Head of Estates and Asset Management must be consulted with in respect of all land and building sales and purchases. He/she in turn will consult with and notify the Head of Finance of all such transactions, along with any material changes in value of land or buildings.
- 13.6** Council officers who have management responsibility for facilities or equipment shall maintain inventory records for all assets with a value in excess of £100.
- 13.7** Inventory records for items such as desks, chairs, cabinets, meeting tables, fans etc. must be maintained and updated at least annually. The responsible officer must keep records, of additions, disposals and transfers of assets/equipment, and these must be held on a rolling 3 year basis.
- 13.8** Assets with an estimated market value of less than £1,000 may be disposed of with the prior approval of the relevant Head of Department. As specified above details of the disposal must be retained, and notified to the Finance Department.

### **14. Demolition of Property**

- 14.1** If it is deemed necessary to demolish any council property the relevant Strategic Director must ensure they follow the procedures as outlined in the Scheme of Delegation and if appropriate, the council's Asset Disposal Policy.

### **15. Stores and Equipment**

- 15.1** The Head of each Department shall be responsible for the care and custody of all stores and equipment in his/her department and shall ensure that all stores and equipment received and issued are properly recorded. Wherever practicable all equipment shall be effectively marked as the property of the council.

- 15.2** Stores held shall not be in excess of reasonable requirements and the Head of Department shall cause, at least once every two years, a complete examination to be made of all existing stocks with a view to reducing the number of slow moving items and disposing of obsolete stock items.
- 15.3** The documentation for the control and recording of stores shall be approved by the Head of Environmental Services.
- 15.4** Heads of Departments shall arrange for a continuous form of stock-taking to be carried out by persons other than storekeepers and when requested will update the finance system of such returns and forward details to the Finance Department, for further action where deemed necessary. Where stock is held for resale, this must be independently checked and verified on a regular basis, and where material, a trading account should be produced and regularly reviewed by a line manager.
- 15.5** Any stores or equipment which are defective, obsolete or surplus to requirements shall not be disposed of either by sale or destruction until a list of items involved has been circulated to all departments of the council who may be interested in acquiring them. The Head of Department shall not authorise the disposal of such items exceeding a book value of £100 per item without specific approval of the Head of Environmental Services.
- 15.6** Sales of defective, obsolete or surplus stores and equipment shall be effected by tender after public advertisement except where, in the opinion of the Executive Management Team, the council is better served by other means of disposal.

## **16. Payment of Accounts**

- 16.1** Once the required authorisations have been obtained and goods and services have been recorded as received, invoices for payment shall be dealt with promptly by the requisitioning department. The relevant Strategic Director or Head of Department shall cause the invoices to be examined and may deputise officers of their respective department to certify them for payment. The Head of Finance will maintain a list of the officers so deputised.
- 16.2** The certification of an account for payment shall, subject to any selective checking arrangements agreed by the Head of Finance, mean:
- a) that the expenditure is properly authorised and incurred;
  - b) that the goods have been received, examined and approved as to the quality and quantity, or that services rendered or work done has been performed satisfactorily;
  - c) that the prices are in accordance with quotation, contract or current market rates, or are otherwise reasonable;
  - d) that all trade and cash discounts, other proper allowances and other credits due have been deducted;
  - e) that the account has not previously been paid; and
  - f) that the account is arithmetically correct.

## **17. Salaries and Wages**

- 17.1** Administration and payment of salaries and wages shall be carried out by the Finance Department.
- 17.2** The Head of Human Resources shall, as regards employees, be responsible for notifying the Head of Finance of all appointments, resignations or any other circumstances affecting employees' terms of employment or remuneration.
- 17.3** Incremental adjustments to salaries, shall take effect on their due date in accordance with the Scheme of Conditions of Service. National pay awards made by National Joint Council/Committee for staff, shall take effect from the date fixed by such agreement. Approval of the council shall be required for all other adjustments to salaries or variations to conditions of the Chief Executive and Strategic Directors.
- 17.4** In accordance with the Local Government Pension Scheme Regulations, all employees shall be assessed and if applicable shall be enrolled in the NILGOSC pension scheme.
- 17.5** Where time sheets are required, these shall:
- a) be completed by the employees themselves except in cases of illiteracy when the supervisor or manager will complete them, suitably endorsing the time sheets to this effect;
  - b) be certified by the appropriate supervisor unless otherwise agreed by the Head of Finance;
  - c) be summarised in the appropriate department by the insertion of total hours worked, enhancements and bonus payments into pre-formatted summary sheets. Sickness deductions will be completed by the Finance Department;
  - d) Heads of Department shall be responsible for ensuring that managers within their departments submit summary sheets to the Finance Department and these must be received by the time indicated by the Payroll Section.
  - e) late submission may result in delay in payment of wages.

## **18. Income Generally**

- 18.1** The Head of Finance, in conjunction with the Strategic Director and Head of the relevant department, shall make and maintain adequate arrangements for:
- a) The financial organisation and accounting to ensure the proper recording of all sums due to the council; and
  - b) The prompt and proper accounting of all cash, including its collection, custody, control and deposit.
- 18.2** The implementation of any new or amended charges will be in accordance with the Scheme of Delegation.
- 18.3** Excusal of debts due to the council shall not be made except upon the written approval of the Head of Finance after he/she has considered the legal remedies

and the amount involved. Any debts in excess of £1,000 so excused shall be reported to the Governance, Resources and Strategy Committee.

- 18.4** Every sum received by a cashier or other officer of the council shall be immediately acknowledged by the issue of an official receipt, ticket or voucher.
- 18.5** Every transfer of monies from one officer of the council to another shall be immediately acknowledged by the issue of a receipt or, in appropriate cases, by signature in a cash accounting record.
- 18.6** All departments shall adhere to the cash management procedures agreed with the Head of Finance. All cash received must be lodged with the council's bankers as soon as practically possible and in all circumstances within five working days.
- 18.7** The Head of Finance shall advance such sums as he/she may deem necessary to each collecting officer for the purpose of a cash float. He/she may review both the need for cash floats as well as the level of cash associated with these from the perspective of determining if a cash float is still appropriate and/or if the level of cash should be adjusted.
- 18.8** All official receipt forms, books and tickets shall be in a form approved by the Head of Finance and all such forms shall be ordered, controlled and issued to the departments by him/her and all receipts and issue thereof shall be properly recorded and acknowledged.
- 18.9** It is the responsibility of officers and the relevant Head of Department considering and making applications for external funding to ensure that:
  - a) Key conditions of funding and any statutory requirements are complied with and that the responsibilities of the accountable body are clearly understood.
  - b) Funds are acquired only to meet priorities and objectives approved in the Corporate Plan.
  - c) Insurance and Value Added Tax (VAT) implications are considered in liaison with the Head of Estates and Head of Finance.
  - d) A business case is completed prior to the application being made which must address issues of affordability.
  - e) Any matched funding requirements are given due consideration (this includes the presentation of proposals to EMT and securing their approval where additional funding over and above that contained within existing budgets is required) prior to entering into long term agreements and that future revenue budgets reflect these requirements.
  - f) Once approval has been secured from EMT that details of the proposals and relevant projects is forwarded to the Head of Finance for information.

## **19. HMRC Guidance and VAT**

- 19.1** HMRC provide details of regulations, policies and guidance that the council is required to implement and adhere to. This usually impacts, but is not restricted to, Income Tax, National Insurance, other payroll aspects, VAT and other taxes. It is the council's responsibility to ensure that all such guidance from HMRC is followed and in that regard clarification can be obtained from the Finance Department.
- 19.2** It will be the responsibility of Heads of Department to ensure that the correct VAT treatment is applied to income and expenditure and to seek advice from the Finance Department on any new expenditure and/or funding streams to assess the relevance and impact of VAT. Failure to comply with and apply HMRC guidelines or seek guidance from the Finance Department could have financial implications and these will be borne by the respective department.
- 19.3** Heads of Department are responsible for ensuring that VAT implications are taken into consideration in the development of economic appraisals with regards to projects involving new funding streams or where the expenditure relates to land and properties not owned by council.

## **20. Council Funding of External Bodies**

- 20.1** The council in delivering its corporate objectives may seek to provide financial support to external bodies. The following principals should be applied:
- a) The funding should be in accordance with the council's financial assistance policy where relevant.
  - b) Where appropriate and in accordance with the relevant policy/letter of offer, the organisation receiving the funding may be required to demonstrate sound governance and financial control procedures.
  - c) Where officers have concerns they should bring their concerns to their Director or Head of Department. An allowance may be made to what is practical given the size of the organisation.
  - d) Where appropriate and in accordance with the relevant policy/letter of offer, the organisation receiving the funding may be required to demonstrate sound governance and financial control procedures.
  - e) Where officers have concerns they should bring their concerns to their Director or Head of Department. An allowance may be made to what is practical given the size of the organisation.
  - f) Officers should issue a letter of offer before the funding is made setting out the conditions and expectations of the organisation and the council. This should be signed by both parties prior to the funding being granted.
  - g) The approval of the council should be obtained where the funding is not part of an already agreed council project.
  - h) Where applicable officers should arrange for post project evaluations to be carried out promptly to assess the meeting of the original objectives set out in the letter of offer or council approval and report as appropriate.

## **21. Imprests**

- 21.1** Strict control must be exercised by officers regarding the use of imprests and petty cash. These should not be used if the council has a contract in place regarding the purchase of the relevant good or service. It is the responsibility of officers to familiarise themselves with live contracts within the council before utilising petty cash to purchase goods or services.
- 21.2** Receipts for purchases must be obtained and officers and their respective Heads of Departments are responsible for adhering to this requirement as well as being responsible for the retention and provision of receipts for items purchased from petty cash.
- 21.3** The Head of Finance shall, after consultation with the Strategic Director or Head of Service, permit the use of petty cash accounts in any department of the council if satisfied that it would be in the interest of efficient administration.
- 21.4** The Head of Finance reserves the right to withdraw the availability of petty cash at any time subject to discussion with the relevant Strategic Director and/or Head of Department.
- 21.5** Strategic Directors and Heads of Departments are authorised to advance sums not exceeding £500 at any one time to meet petty cash outlays. When requesting a petty cash sum, the officer must submit an account and vouchers in respect of any previous petty cash issued.
- 21.6** Imprest holders must maintain a complete record of all transactions. In no circumstances may cash received, be paid into these accounts. None of the following items of expenditure shall be paid out of imprests:
- a) sums which fall due for payment periodically, (e.g. rents).
  - b) travelling expenses of officers or of members of the council.
  - c) payment of salaries and wages.
- 21.7** Whenever an officer leaves the employment of the council or ceases to be entitled to hold an imprest advance, he/she shall repay to the Finance Department the unexpended balance of his advance and shall submit an account and vouchers in respect of the amount expended.

## **22. Treasury Management**

- 22.1** The Head of Finance is responsible for seeking approval for, and the subsequent compliance, of the council's Treasury Management Policy, and ensuring the policy meets all statutory requirements.
- 22.2** The Head of Finance shall be responsible for ensuring, that the council's cash holding requirements are sufficiently balanced to meet demands in expenditure and at times of cash surplus are appropriately invested to gain the benefit of additional revenue.

- 22.3** The Head of Finance shall be responsible for arranging financing by way of raising loans, or other borrowing arrangements such as leasing, in accordance with the limits approved by the council.
- 22.4** The Head of Finance shall be responsible for the operation and supervision of the council's bank account including the ordering, custody and issue of all cheques.
- 22.5** The Head of Finance shall be responsible for the operation and supervision of the council's bank account including the ordering, custody and issue of all cheques.
- 22.6** Overdraft facilities may be arranged by the Head of Finance within the authorised limit approved by the council's Bankers and the Prudential Indicators approved by the Governance, Resources and Strategy Committee.
- 22.7** The Chief Executive, Strategic Directors and the Head of Finance shall be the only authorised signatories to any form of loan application other than documents issued under seal.

## **23. Insurances**

- 23.1** The Head of Estates and Asset Management shall effect all insurance cover and shall maintain a register of such insurance.
- 23.2** Each Strategic Director and/or Head of Department shall give prompt notification to the Head of Estates and Asset Management of the extent and nature of all new risks to be insured and of any alterations affecting existing insurable risks.
- 23.3** The Head of Estates and Asset Management shall, prior to each renewal date, furnish Strategic Directors and/or Heads of Departments with a detailed statement of all insurances in force for checking and reviewing the adequacy of the insurance cover.
- 23.4** All claims on the council's Insurers will be coordinated and controlled through the council's Insurance Unit. Claims arising under any self-assurance arrangement will be approved by the appropriate officer, as designated by the EMT and/or the Scheme of Delegation.
- 23.5** Any occurrence which may give rise to an insurance claim must be promptly notified to the Insurance Unit.
- 23.6** Heads of Departments will be responsible for ensuring that the necessary Safe Systems of Work are in place, Risk Assessments are carried out and that regular checks are carried out regarding and records held to reflect these.
- 23.7** Heads of Department will be responsible for ensuring that officers adhere to the guidelines and protocol put in place by the Insurance Unit and for ensuring that returns are made promptly so that council can defend claims.

## **24. Internal Audit**

- 24.1** The council has designated the Head of Performance and Audit as the officer with responsibility for the Internal Audit function.
- 24.2** The Head of Performance and Audit, supported by the Internal Audit function shall independently report to the Audit Committee and shall have access to the Chairman of the Audit Committee at all times.
- 24.3** The Head of Performance and Audit will prepare an audit strategy and annual audit plan which will ensure the periodical review of all council Services in accordance with an assessment of risk. The plan will be approved by the Audit Committee.
- 24.4** The Head of Performance and Audit will prepare an annual review and present an opinion on the effectiveness of systems, controls and governance in the organisation. This will be presented to the Audit Committee and prepared in advance of the submission of the annual accounts which will inform the Chief Executive before their signing of the annual governance statement.
- 24.5** The council may appoint independent members to the Audit Committee and provide these members will the relevant information they require to inform their opinions.

## **25. Partnerships**

- 25.1** When working in partnership with others (e.g. public agencies, private companies, community groups and voluntary organisations), it is the responsibility of officers to:
- a) ensure they are aware of their responsibilities under the authority's Financial Regulations and the Code of Practice on tenders and contracts and apply these principles;
  - b) ensure that risk management processes are in place to identify and assess all known risks;
  - c) ensure that project appraisal processes are in place to assess the viability of the project in terms of resources, staffing and expertise;
  - d) agree and accept formally the roles and responsibilities of each of the partners involved in the project before the project commences; and
  - e) communicate regularly with other partners throughout the project so that problems can be identified and shared to achieve their successful resolution.
- 25.2** Where any officer of the council suspects that the procedures and practices operated by any organisation with which they are aware that the council supports they should report those suspicions to the Head of Performance and Audit. It will be the responsibility of the Head of Performance and Audit to investigate.
- 25.3** The council operates a financial assistance policy governing the making of grants to external organisations. No officer should make expenditure from their budget allocations where that expenditure could be considered a grant and

governed by the financial assistance policy. Officers may support organisations to administer and deliver projects which demonstratively meet council objectives and support council projects.

**26. Procedures for Overriding Financial Regulations**

**26.1** In circumstances where the interests of the council conflict with the Financial Regulations and it is in the interest of the council to override these regulations the approval of the Chief Executive and/or the Head of Finance is required.

**27. Regulations to Remain in Force**

**27.1** The foregoing Financial Regulations shall remain in force until altered by resolution by the council.

**PART 5**

**CODES AND  
PROTOCOLS**

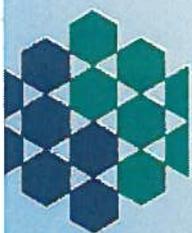
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Code of Conduct for Local Government Employees

Local Government Employee and Councillor Working Relationship Protocol

# The Northern Ireland Local Government Code of Conduct for Councillors



Department of the  
**Environment**

[www.doeni.gov.uk](http://www.doeni.gov.uk)

Approved by the Northern Ireland  
Assembly on 27 May 2014



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## 1. **INTRODUCTION**

### **Effective Date of the Northern Ireland Local Government Code of Conduct for Councillors (the Code)**

- 1.1 Parts 1 to 8 came into force on 28 May 2014 and Part 9 (Planning) shall come into force on 1 April 2015. The Code has been laid in draft and approved by a resolution of the Assembly. The Code may be amended or revised at any time but such amendment or revision is subject to the same Assembly procedure.

### **Background**

#### The Local Government Act (Northern Ireland) 2014 (the 2014 Act)

- 1.2 As a consequence of decisions taken by the Northern Ireland Executive on the future shape of local government, the 2014 Act contains a number of provisions for the reform of local government. These include a new ethical framework for local government in Northern Ireland, a key element of which is the introduction of a mandatory code of conduct for councillors. Previously, councillors were guided by the non-mandatory Northern Ireland Code of Local Government Conduct which issued in April 2003.

- 1.3 The 2014 Act:-

- provides for the introduction of a mandatory Northern Ireland Local Government Code of Conduct for Councillors;
- imposes a requirement for councillors to observe the Code; and
- establishes mechanisms for the investigation and adjudication of written complaints that a councillor has failed, or may have failed, to comply with the Code.

- 1.4 The 2014 Act requires the Department to consult councils and such associations and bodies representative of councils and council officers and such other persons as appear to it to be appropriate, before issuing or revising the Code.

## **Public expectations**

- 1.5 The Northern Ireland public has the right to expect high standards of behaviour from councillors and the manner in which they should conduct themselves in undertaking their official duties and in maintaining working relationships with fellow councillors and council employees. As a councillor, you must meet those expectations by ensuring that your conduct complies with the Code. The Code details the principles and rules of conduct which you are required to observe when acting as a councillor and in conducting council business. Therefore your behaviour will be judged against these standards of conduct.

## **Guidance**

- 1.6 To assist you in understanding your obligations under the Code, you should read the guidance available from:
- the Northern Ireland Commissioner for Complaints, on the application of the Code and the complaints procedure,
  - the Department, on planning matters, and
  - the Equality Commission for Northern Ireland on section 75 obligations.
- Information on where you can find this guidance and additional contact details are provided at Annex A.

## **2. REQUIREMENT TO COMPLY WITH THE CODE**

### **Who does the Code apply to?**

- 2.1 The Code applies to councillors of councils established in accordance with section 1 of the Local Government Act (Northern Ireland) 1972 Act (the 1972 Act) as amended by the Local Government (Boundaries) Act (Northern Ireland) 2008.
- 2.2 The Code will also apply to councillors of existing councils<sup>1</sup> and shall continue to apply until those councils are dissolved in April 2015.

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<sup>1</sup> “existing councils” refers to those councils currently in place prior to the local government elections on 22 May 2014

- 2.3 The 1972 Act requires a councillor to serve on the Chief Executive of their council, a declaration of acceptance of office before they can act in the capacity of councillor. This declaration includes an undertaking that the councillor has read and will observe the Code (as revised from time to time).
- 2.4 The 2014 Act requires that a person who is not an elected person, but who becomes a member of any committee of a council, may not act as such unless they have given a written undertaking to the Chief Executive of the council and, in the case of a joint committee, to each of the Chief Executives of the councils constituting the committee. This includes an undertaking that they have read and will observe the Code (as revised from time to time).
- 2.5 In summary, the Code applies to the following persons-
- (a) any person who is elected to office within a council,
  - (b) any person chosen under section 11(4b) of the Electoral Law Act (Northern Ireland) 1962 to fill a casual vacancy,
  - (c) any person treated as a non-voting member by section 17 of the 2014 Act, and
  - (d) any person who is not an elected representative as mentioned in section 28(4) of the 2014 Act.

Throughout the Code, where the term “councillor” is used, it shall refer to those persons mentioned in sub-paragraphs (a) to (d) above.

- 2.6 As a councillor, it is your responsibility to make sure that you are familiar with the provisions of the Code and that you comply with those provisions.

### **When does the Code apply?**

- 2.7 You must observe the Code:
- (a) whenever you conduct the business, or are present at a meeting, of your council;
  - (b) whenever you act, claim to act or give the impression you are acting in the role of a councillor; and
  - (c) whenever you act, claim to act or give the impression you are acting as a representative of your council.

- 2.8 You must also observe the Code if you are appointed or nominated to represent your council on another body **unless**:
- (a) that body has its own code of conduct relating to its members, in which case you must observe that code of conduct; or
  - (b) compliance with the Code conflicts with any other lawful obligations to which that body may be subject. (You must draw such conflict to the attention of your council and to the other body as soon as it becomes apparent to you.)
- 2.9 In addition to the circumstances stipulated in paragraphs 2.7 and 2.8, you must observe the Code at all times in relation to:
- (a) conduct which could reasonably be regarded as bringing your position as councillor or your council into disrepute (including such conduct that relates to your appointment to another body, even if that appointment did not arise from your position as a councillor);
  - (b) conduct relating to the procuring, advocating or encouraging of any action contrary to the Code;
  - (c) conduct relating to the improper use, or attempted use, of your position to confer on or secure for yourself, or any other person, an advantage or create or avoid for yourself, or any other person, a disadvantage; and
  - (d) conduct relating to the use, or the authorisation of the use by others, of the resources of your council.

### **Enforcement of the Code**

- 2.10 The 2014 Act gives the Northern Ireland Ombudsman, in his capacity as the Northern Ireland Commissioner for Complaints (the Commissioner), responsibility for the operation of the enforcing mechanisms of this Code. The 2014 Act extends the functions of the Commissioner's Office to include the investigation of, and adjudication on, alleged failure to comply with the Code.

- 2.11 The Commissioner may investigate written complaints from any person that a councillor (or former councillor) has failed, or may have failed, to comply with the Code. The Commissioner may also investigate cases of alleged failure to comply with the Code which come to his attention as a result of an investigation of a written complaint.
- 2.12 Where the Commissioner, having undertaken an investigation, determines that he should make an adjudication on the matters investigated, he will decide whether or not there has been a failure to comply with the Code. Where the Commissioner decides that there has been such a failure, he will decide whether no action should be taken or whether he should-
- (a) censure the person found to have failed to comply with the Code;
  - (b) suspend, or partially suspend, the person from being a councillor for a period of up to one year; or
  - (c) disqualify the person for being, or becoming, a councillor for a period of up to five years.

### 3. **PRINCIPLES OF CONDUCT**

- 3.1 The Code is based on 12 principles of conduct (the Principles), which are intended to promote the highest possible standards of behaviour for councillors. The Principles draw on the seven principles of conduct that the Committee on Standards in Public Life believed ought to underpin public life<sup>2</sup>, and the five further principles of conduct that have been adopted by the Northern Ireland Assembly. As a councillor, you must observe these Principles.
- 3.2 The rules of conduct set out in the Code (the Rules) are the specific application of the Principles. Your compliance with the Rules, which is required under the Code, will help you meet the high standards of conduct promoted by the Principles.

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<sup>2</sup> Committee on Standards in Public Life, Members of Parliament, ministers, civil servants and quangos (First Report) May 1995

### 3.3 The 12 principles of conduct are:

#### **Public Duty**

You have a duty to uphold the law and to act on all occasions in accordance with the public trust placed in you.

You have a general duty to act in the interests of the community as a whole.

You have a special duty to your constituents and are responsible to the electorate who are the final arbiter of your conduct as a public representative.

#### **Selflessness**

You should act in the public interest at all times and you should take decisions solely in terms of the public interest. You should not act in order to gain financial or other material benefits for yourself, your family, friends or associates.

#### **Integrity**

You should not place yourself under any financial or other obligation to outside individuals or organisations, which might reasonably be thought by others to influence you in the performance of your duties as a councillor.

#### **Objectivity**

In carrying out council business, including considering public appointments, awarding contracts or recommending individuals for rewards and benefits, you should make choices on merit.

#### **Accountability**

You are accountable to the public for your decisions and actions and for the way that you carry out your responsibilities as a councillor and must submit yourself to whatever scrutiny is appropriate to your responsibilities.

## **Openness**

You should be as open as possible about the decisions and actions that you take. You should give reasons for your decisions when required and restrict information only when the wider public interest clearly demands it.

## **Honesty**

You should act honestly. You have a duty to declare any private interests relating to your public duties. You should take steps to resolve any conflicts between your private interests and public duties at once and in a way that protects the public interest.

## **Leadership**

You should promote and support these principles by leadership and example in order to establish and maintain the trust and confidence of your constituents, and to ensure the integrity of your council and its councillors in conducting business.

## **Equality**

You should promote equality of opportunity and not discriminate against any person by treating people with respect regardless of race, age, religion, gender, sexual orientation, disability, political opinion, marital status and whether or not a person has dependants.

## **Promoting Good Relations**

You should act in a way that is conducive to promoting good relations by providing a positive example for the wider community to follow and that seeks to promote a culture of respect, equity and trust and embrace diversity in all its forms.

## **Respect**

It is acknowledged that the exchange of ideas and opinions on policies may be robust but this should be kept in context and not extend to individuals being subjected to unreasonable and excessive personal attack. You should keep in mind that rude and offensive behaviour may lower the public's regard for, and confidence in, councillors and councils. You should therefore show respect and consideration for others at all times

## **Good Working Relationships**

***Between councillors*** – you should work responsibly with other councillors for the benefit of the whole community. You must treat other councillors with courtesy and respect. You must abide by your council's standing orders and should promote an effective working environment within your council.

***Between councillors and council employees*** - The relationship between councillors and employees must at all times be professional, courteous and based on mutual respect. You should show respect and consideration for council employees at all times and ensure that your actions do not compromise their impartiality.

## **4. RULES OF GENERAL CONDUCT**

### **Your obligations as a councillor**

- 4.1 Councillors hold public office under the law and must act:
- (a) lawfully;
  - (b) in accordance with the Code; and
  - (c) in accordance with the standing orders of your council.
- 4.2 You must not conduct yourself in a manner which could reasonably be regarded as bringing your position as a councillor, or your council, into disrepute.

- 4.3 You must review regularly (at least annually and when your particular circumstances change) your personal circumstances and to take steps to mitigate any conflict of interest in relation to your functions as a councillor. Such conflict may arise as a result of circumstances such as a change of business interests, a change in direct or indirect pecuniary interests required to be declared under section 28 of the 1972 Act or involvement on a new committee.
- 4.4 You must report, either through your council's own reporting procedure or directly to the proper authority, any conduct by any other person which you believe involves, or is likely to involve, criminal behaviour.
- 4.5 You must not, at any time, whether in the course of your duties as a councillor or in private, procure, advocate or encourage any action contrary to the Code.
- 4.6 You must comply with any request of the Commissioner in connection with an investigation conducted in accordance with the Commissioner's statutory powers.
- 4.7 You must not make vexatious, malicious or frivolous complaints against other councillors or anyone who works for, or on behalf of, your council.
- 4.8 You must maintain and strengthen the public trust and confidence in the integrity of your council. You must promote and support the Code at all times and encourage other councillors to follow your example.
- 4.9 You must co-operate with your council with regard to providing the necessary information to be included in the annual accounts of the council.
- 4.10 You must assist your council to act, as far as possible, in the interests of the whole community. Although individuals are entitled to pursue their own personal concerns about local issues, you must not represent their views over the wider public interests.

4.11 You must ensure that you are aware of your council's responsibilities under equality legislation, and that you are familiar with the relevant legislative statutes and provisions, in particular, with the obligations set out in your council's equality scheme.

This will enable you to have due regard to the need to promote equality of opportunity on grounds of age, marital status, disability, political opinion, race, religious belief, sex, sexual orientation, and whether or not people have dependants; and to have regard to the desirability of promoting good relations between people of different racial groups, religious belief or political opinion.

4.12 You are entitled to legally express any political opinion that you hold. In doing so, however, you should have regard to the Principles of Conduct and should not express opinions in a manner that is manifestly in conflict with the Principles of Conduct.

### **Behaviour towards other people**

4.13 You must:

- (a) show respect and consideration for others;
- (b) not use bullying behaviour or harass any person; and
- (c) not do anything which compromises, or which is likely to compromise, the impartiality of those who work for, or on behalf of, your council.

4.14 You must work responsibly and with respect, with others and with employees of councils. The "Protocol for Relations between Councillors and Employees in Northern Ireland District Councils<sup>3</sup>", which is included as Appendix 3 in the Code of Conduct for Local Government Employees, is available on the Local Government Staff Commission's website

[http://www.lgsc.org.uk/fs/doc/publications/EMPLOYEE\\_CODE\\_FEBRUARY\\_2004.doc](http://www.lgsc.org.uk/fs/doc/publications/EMPLOYEE_CODE_FEBRUARY_2004.doc)

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<sup>3</sup> The Department notes this Protocol is being reviewed and will update this reference to any revised version.

## **Disclosure of information**

- 4.15 You must not disclose confidential information or information which should reasonably be regarded as being of a confidential nature, without the express consent of a person authorised to give such consent, or unless required to do so by law.

## **Use of your position**

- 4.16 You must not:
- (a) use, or attempt to use, your position improperly to confer on, or secure, an advantage for yourself or any other person;
  - (b) use, or attempt to use, your position improperly to seek preferential treatment for yourself or any other person; or
  - (c) use, or attempt to use, your position improperly to avoid a disadvantage for yourself or any other person, or to create a disadvantage for any other person.

These provisions apply both to your actions in your official capacity, including as a member of a body to which you are appointed by the council, and to any dealings you may have with the council on a personal level (for example, as a council ratepayer, tenant, or recipient of a council service or as an applicant for a licence or consent granted by the council).

- 4.17 You must avoid any action which could lead members of the public to believe that preferential treatment is being sought.

### **Use of council resources**

- 4.18 You must not use, or authorise others to use, the resources of your council:
- (a) imprudently;
  - (b) in breach of your council's requirements;
  - (c) unlawfully;
  - (d) other than in a manner which is calculated to facilitate, or to be conducive to, the discharge of the functions of your council or of the office to which you have been elected or appointed;
  - (e) improperly for political purposes; or
  - (f) improperly for private purposes.

### **Expenses and allowances**

- 4.19 You must observe the law and your council's rules governing the claiming of expenses and allowances in connection with your duties as a councillor

### **Acceptance and registration of gifts and hospitality**

- 4.20 You must:
- (a) in accordance with any standing orders of your council and within 28 days of receipt of any gift, hospitality, material benefit or service, which is above a value specified in a resolution of your council, provide written notification to your chief executive of the existence and nature of that gift, hospitality, material benefit or service;
  - (b) not accept from anyone gifts, hospitality, material benefits or services for yourself or any other person, which might place you, or reasonably appear to place you, under an improper obligation; and
  - (c) discourage gifts and offers of hospitality to any family members which might place you, or reasonably appear to place you, under an improper obligation.

## 5. RULES RELATING TO THE REGISTRATION OF INTERESTS

### **The role of the Chief Executive**

- 5.1 Section 62 of the 2014 Act requires every Chief Executive to ensure that their council has established and maintains a register of member's interests. The Code recommends that a register for gifts and hospitality should also be established and maintained and that procedures are in place for dealing with relevant declarations of interests.

### **Interests**

- 5.2 Subject to paragraphs 5.4 and 5.6, you must, within 28 days of your election or appointment to office (if that is later), register your **personal interests (both financial and otherwise)** where they fall within a category mentioned below, in your council's register by providing written notification to your Chief Executive.

### Categories of interests

- a) any employment or business carried on by you;
- b) any person who employs or has appointed you, any firm in which you are a partner or any company for which you are a remunerated or non-remunerated director;
- c) any person, other than your council, who has made a payment to you in respect of your election or any expenses incurred by you in carrying out your duties as a councillor;
- d) any corporate body which has a place of business or land within your council's district, and in which you have a beneficial interest in a class of securities of that body that exceeds the nominal value of £25,000 or one hundredth of the total issued share capital of that body;
- e) any contract for goods, services or works made between your council and you or a firm in which you are a partner, an unincorporated body (i.e. Industrial & Provident Society), a company of which you are a remunerated director, or a body of the description specified in subparagraph (d) above;

- f) any land in which you have a beneficial interest and which is within your council's district;
- g) any land where the landlord is your council and the tenant is a firm in which you are a partner, a company of which you are a remunerated director, or a body of the description specified in sub-paragraph (d) above;
- h) any body to which you have been elected, appointed or nominated by your council;
- i) any —
  - (aa) public authority or body exercising functions of a public nature;
  - (bb) company, industrial and provident society, charity, or body directed to charitable purposes;
  - (cc) body whose principal purposes include the influence of public opinion or policy;
  - (dd) trade union or professional association; or
  - (ee) private club, society or association operating within your council's district,
    - in which you have membership or hold a position of general control or management; and
- j) any land within your council's district in which you have a licence (alone or jointly with others) to occupy for 28 days or longer.

**Registration of financial and other interests and memberships and management positions**

5.3 You must, within 28 days of becoming aware of any interest that falls within a category mentioned in paragraph 5.2 or any change to an interest already registered, register that interest or change by providing written notification to your Chief Executive.

## **Sensitive information**

- 5.4 Where you consider that the information relating to any of your personal interests is sensitive information, and your Chief Executive agrees, you need not include that sensitive information when registering that interest or, as the case may be, a change to the interest.
- 5.5 In the Code, “sensitive information” means information whose availability for inspection by the public creates, or is likely to create, a serious risk that you or a person who lives with you may be subjected to violence or intimidation.
- 5.6 You must, within 28 days of becoming aware of any change of circumstances which means that sensitive information previously excluded from your council's register of members interests due to it being sensitive is no longer sensitive, notify your Chief Executive asking that the information be included in the register.

## **6. RULES RELATING TO THE DISCLOSURE AND DECLARATION OF INTERESTS**

### **Pecuniary interest**

- 6.1 Section 28 of the 1972 Act requires you to declare any pecuniary interest, direct or indirect, that you may have in any matter coming before any meeting of your council. Such interests will be recorded in the register kept by your council for this purpose.
- 6.2 You must not speak or vote on a matter in which you have a pecuniary interest. If such a matter is to be discussed by your council, you must withdraw from the meeting whilst that matter is being discussed.

### **Private or personal non-pecuniary interest**

- 6.3 You must also declare any significant private or personal non-pecuniary interest in a matter arising at a council meeting. In addition to those areas set out in paragraph 5.2, an interest will also be significant where you anticipate that a decision on the matter might reasonably be deemed to benefit or disadvantage

yourself to a greater extent than other council constituents. Any sensitive information mentioned in paragraphs 5.4 to 5.6 is not required to be given.

- 6.4 You must declare any significant private or personal non-pecuniary interests in a matter as soon as it becomes apparent. You must then withdraw from any council meeting (including committee or sub-committee meeting) when the matter is being discussed. It is your own personal responsibility to determine, having regard to council advice and guidance, whether you have any such interest.

### **Dispensations**

- 6.5 In exceptional circumstances, you may be able to get a dispensation to speak and vote at a council meeting in spite of a pecuniary interest. The Department may grant such a dispensation under section 29 of the 1972 Act.

- 6.6 On occasions, you may feel that it would be to your council's benefit if you were to remain in a council meeting when a matter in which you have a significant private or personal non-pecuniary interest is to be debated. Before doing so, you must consider whether your interest is so significant that it would be wrong in any circumstances for you to remain. Your council may have specific guidance on such matters. Subject to this, you may speak and vote on such a matter if **(but only if)**:

- at least half of the council or committee would otherwise be required to withdraw from the debate due to their personal interests in the matter; or
- your withdrawal, together with that of other councillors of the council or committee who are required to withdraw due to their personal interests in the matter, would leave the council or committee without a quorum.

- 6.7 In those circumstances outlined in the preceding paragraph, you should take advice on the matter from a relevant senior council employee. If you decide to remain in the meeting, you must declare that decision and your reasons for doing so.

6.8 In the case of a sub-committee which is very small and where a large proportion of councillors declare a personal interest in the matter, it will usually be more appropriate for the matter to be referred to the parent committee.

6.9 It would, however, be appropriate for you to remain at a council meeting and speak and vote on a matter in which you have declared a significant private or personal non-pecuniary interest if your interest arises because you are:

- a member of a public body; or
- a member or supporter of a charity, voluntary body or other organisation formed for a public purpose (i.e. not for the personal benefit of members).

However, except where you have been appointed by your council as a representative on the organisation, you must not vote (although you may speak) on any matter directly affecting the finances or property of the organisation if you are a member of the organisation's management committee or governing body.

6.10 Section 30 of the 1972 Act requires you to disclose to the council, in writing, any relevant family relationship, as set out in paragraph (6) of that section, known to exist between you and any person you know either holds, or is a candidate for appointment to, any office in the council.

6.11 The requirement to make your relevant interests known on matters, in council and committee meetings, also applies in your dealings with council employees and in your unofficial relations with fellow councillors.

## **7. RULES RELATING TO LOBBYING AND ACCESS TO COUNCILLORS**

7.1 In order for a council to fulfil its commitment to being open, accessible, and responsive to the needs of the public, it should encourage appropriate participation by organisations and individuals in the decision-making process. Clearly, however, the desire to involve the public and other interest groups in the decision-making process must take account of the need to ensure transparency and probity in the way in which the council conducts its business.

7.2 As a councillor you will need to be able to consider evidence and arguments advanced by a wide range of organisations and individuals in order to perform your duties effectively. Some of these organisations and individuals will make their views known directly to individual councillors or council committees. The rules in this Code set out how you should conduct yourself in your contacts with those who seek to influence you.

7.3 You may be lobbied by a wide range of people including individuals, organisations, companies and developers. As a general rule, it is an essential element of the democratic system that any individual should be able to lobby the council or a councillor.

#### **Rules of Conduct regarding lobbying**

7.4 If you are lobbied on matters such as applications made under regulatory powers or matters of a quasi-judicial nature, such as the determination of certain licence applications, and you will have a role in the council's decision on that matter, you must:

- (a) make it clear that you are not in a position to lend support for or against any such application; and
- (b) direct any such representations, to the appropriate department of the council.

This does not prevent you from seeking factual information about the progress of the case.

7.5 If you are asked to decide on such matters, you must not:

- (a) organise support for a particular recommendation on the matter;
- (b) organise opposition to a particular recommendation on the matter;
- (c) lobby other councillors about the matter;
- (d) comply with political group decisions on the matter where these differ from your own views; or
- (e) act as an advocate to promote a particular recommendation in relation to the matter.

7.6 Paragraphs 7.4 and 7.5 also apply in relation to individual staffing matters such as the appointment or discipline of employees.

## **8. RULES RELATING TO DECISION-MAKING**

8.1 When participating in meetings or reaching decisions regarding the business of your council, you must:

- (a) do so objectively, on the basis of the merits of the circumstances involved, and in the public interest;
- (b) have regard to any relevant advice provided by your council's officers, in particular, by the chief executive, the chief financial officer (where appropriate) or the council's legal advisers;
- (c) take into account only relevant and material considerations and discount any irrelevant or immaterial considerations;
- (d) give reasons for your decisions, when required to do so, in the interests of fairness, openness and accountability and in accordance with any statutory requirements;
- (e) act in accordance with any relevant statutory criteria;
- (f) act fairly and be seen to act fairly;
- (g) ensure that all parties involved in the process are given a fair hearing (insofar as your role in the decision making process allows);
- (h) not prejudge or demonstrate bias, or be seen to prejudge or demonstrate bias, in respect of any decision;
- (i) not organise support for, or opposition against, a particular recommendation on the matter being considered;
- (j) not lobby other councillors on the matter being considered;
- (k) not comply with political group decisions on the matter being considered, where these differ from your own views; and
- (l) not act as an advocate to promote a particular recommendation in relation to the matter being considered.

## 9. **APPLICATION OF THE CODE OF CONDUCT WITH REGARD TO PLANNING MATTERS**

- 9.1 The following section relates to the application of the Code of Conduct in relation to planning matters. This section should be applied in conjunction with the Principles and Rules of the Code.
- 9.2 Care must be taken when dealing with planning matters. All councillors will have contact with planning issues, either as advocates for or against planning applications, as members of the planning committee, or as members of the full council. Your specific role will vary depending on whether you are on a planning committee or not.
- 9.3 Your role as a councillor is to represent the views and aspirations of your community through development of the local development plan, discussions with developers and council planning officers or deciding on planning applications. This Code (and any associated guidance) is intended to assist you in balancing the interests of developers and interest groups with taking planning decisions, by applying your local knowledge and the advice and guidance of planning officers, in a fair, impartial and transparent way, for the benefit of the whole community. This Code applies to councillors at all times when involving themselves in the planning process, including taking part in the decision-making meetings of the council or when involved in less formal occasions, such as meetings with officers or the public. It applies equally to local plan development and planning enforcement as it does to planning applications.

### **Development management**

- 9.4 As a councillor your involvement in the development management process is crucial. Whether you sit on a planning committee or not, you can encourage developers and others to engage with the council and residents in the planning process. It is important that you represent the needs of your community in discussions with developers. Lobbying is therefore a normal and perfectly proper part of the political process.

- 9.5 However, particular considerations apply if you are a member of the decision-making planning committee, as lobbying can lead to the impartiality and integrity of a councillor being called into question. Given that a decision on a planning application cannot be made before the planning committee meeting has been held, when all relevant information relating to the application is available and has been considered, you must not make public statements about a pending decision or state your intention to vote in a particular way before the committee meeting has taken place. However, other councillors who are not part of the decision-making process can make representations and address the relevant committee
- 9.6 It is entirely appropriate for councillors, including those who will have a decision-making responsibility, to make known to planning officers what representations from constituents and prospective developers they have received on a planning application, to attend public meetings/events and to assist constituents in making their views known to the relevant planning officer. While planning committee members are free to attend public meetings/events they must not express a 'for' or 'against' view by advocating a position in advance of the decision-making meeting.
- 9.7 If you are a member of the planning committee and an approach is made to you by an applicant, agent or other interested party in relation to an existing or proposed planning application, you should restrict yourself to either giving procedural advice (e.g. advising those who are lobbying that they should contact the relevant planning officer so their opinions can be included in the officer's report to the committee) or advise them to write or speak to a member who is not on the planning committee. This does not mean that members who are on planning committees should not listen to the views the lobbyist wishes to express.
- 9.8 If, however, as a planning committee member, you decide you cannot remain impartial and wish to make representations on behalf of constituents or other parties, you may attend a committee meeting and make representations, after which you must leave the room while the members consider it and not take part in the voting.

### **Decisions contrary to officer recommendation**

- 9.9 You must not seek to apply undue pressure towards planning officers to provide a particular recommendation on any planning decision. If you propose, second or support a decision contrary to an officer's recommendation, you must only do so on the basis of sound planning considerations which must fairly and reasonably relate to the application concerned. These considerations include planning policy, landscaping, impact on the neighbourhood, planning history, etc.

### **Decisions contrary to the local development plan**

- 9.10 If you propose, second or support a decision contrary to the development plan, you must only do so on the basis of sound planning considerations, which must fairly and reasonably relate to the application concerned, and you must clearly demonstrate how these considerations justify overruling the development plan.

### **Policy and strategic issues**

- 9.11 Councillors have a vital role in facilitating engagement with their communities in the production of planning policy by encouraging them to express their views on the plan-making process. In your key role in establishing planning policies for the area, you are fully entitled to express your views or advocate proposals for the making, approval or amendment of the development plan, including supplementary planning guidance published by the council.
- 9.12 Planning legislation requires councillors of a council to determine all planning applications in accordance with the development plan, unless material considerations indicate otherwise. You must undertake this responsibility without undue influence or personal interest.

### **Other interests**

- 9.13 If you have substantial land, property or other interests which would prevent you from voting on a regular basis, you must not sit on a decision-making committee that deals with planning applications.

- 9.14 You must not act on behalf of, or as an agent for, an applicant for planning permission with the council other than in the course of your professional role which you have registered.
- 9.15 You must not take any further part in the development management process following submission of an application for yourself or for a family member, friend or close personal associate. You have the same rights to explain your proposal to an officer but you must not seek to improperly influence the decision.
- 9.16 If you work as a lobbyist for a developer, you must declare this as an interest and you should not then be involved in any decision-making process relating to or potentially affecting that developer.

#### **Unauthorised development**

- 9.17 If you are made aware of an unauthorised development and you refer the matter to the council for possible enforcement action, you must advise all subsequent inquirers to deal directly with the relevant department/officer, and you should not lobby for a particular outcome. This does not prevent you from seeking factual information about the progress of the case.
- 9.18 Where you have an interest in the outcome of a planning committee decision on enforcement action, you must disclose that interest and not take part in, or seek to influence, the decision.

## SOURCES OF GUIDANCE RELATING TO THE CODE

<p><b><u>The Northern Ireland Commissioner for Complaints</u></b></p> <p>Telephone : 028 902 33821  <b>OR</b>  Text phone : 028 908 97789  <b>OR</b>  Email : <a href="mailto:ombudsman@ni-ombudsman.org.uk">ombudsman@ni-ombudsman.org.uk</a>  <b>OR</b>  Via Post</p> <p>The Ombudsman  Freepost BEL 1478  Belfast  BT1 6BR</p> <p><b>OR</b></p> <p>The Ombudsman  33 Wellington Place  Belfast  BT1 6HN</p>	<p><b><u>Equality Commission for Northern Ireland</u></b></p> <p><b>Equality House</b>  <b>7 - 9 Shaftesbury Square</b>  <b>Belfast</b>  <b>BT2 7DP</b></p> <p>Telephone : 028 90 500 600  Textphone : 028 90 500 589  Fax : 028 90 248 687  Email : <a href="mailto:information@equalityni.org">information@equalityni.org</a></p> <p><b>Website: <a href="http://www.equalityni.org">www.equalityni.org</a></b></p>
<p><b><u>The Department of the Environment</u></b></p> <p>Local Government Policy Division 1  Causeway Exchange  1-7 Bedford Street  Town Parks  Belfast, BT2 7EG.</p> <p><b>Website: <a href="http://www.doeni.gov.uk">www.doeni.gov.uk</a></b>  <b>E-mail: <a href="mailto:LGPD@doeni.gov.uk">LGPD@doeni.gov.uk</a></b>  <b>Textphone 028 905 40642</b></p>	

## GLOSSARY

In this Code:

**“the 1972 Act”** means the Local Government Act (Northern Ireland) 1972;

**“the 2014 Act”** means the Local Government Act (Northern Ireland) 2014;

**“Councillor”** for the purposes of this Code means-

- (a) any person who is elected to office within a council,
- (b) any person chosen under section 11(4b) of the Electoral Law Act (Northern Ireland) 1962 to fill a casual vacancy,
- (c) any person treated as a non-voting member by section 21 of the 2014 Act, and
- (d) any person who is not an elected representative as mentioned in section 32(4) of the 2014 Act;

**“council”** means the council of a local government district established in accordance with the Local Government (Boundaries) Act (Northern Ireland) 2008<sup>4</sup>;

**“Chief Executive”**, means a person appointed as clerk of a council; and

**“meeting”** means any meeting—

- (a) of the relevant council or of a committee or sub-committee of the relevant council,
- (b) of the executive of the relevant council or of a committee or sub-committee of the executive of the relevant council,
- (c) of a joint committee or sub-committee of a joint committee which includes the relevant council, or
- (d) where members or officers of the relevant council are present, including circumstances where a member of an executive or officer of the council, acting alone exercises a function of the council.

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<sup>4</sup> Until 31 March 2015, “council” shall also include those councils in place prior to the Local Government Elections of 22 May 2014 and the Code shall apply to the councillors of those councils.

### **SANCTIONS APPLIED BY THE COMMISSIONER**

Under section 62(3) of the Local Government Act (Northern Ireland) 2014, where the Commissioner decides that a person has failed to comply with the Code, the Commissioner must decide whether no action should be taken or whether the nature of the failure is such that the Commissioner should-

- a. censure the person in such terms as the Commissioner thinks appropriate;
- b. suspend or partially suspend the person from being a councillor for such a period, and in the way, as the Commissioner thinks appropriate. However, that period shall not exceed one year or, if shorter, the remainder of the person's term of office; or
- c. disqualify the person for being, or becoming (whether by election or otherwise) a councillor, for such a period as the Commissioner thinks appropriate but not exceeding five years.

# LGRJF

facilitating local government reorganisation

CIRCULAR LGRJF/09 – NOVEMBER 2014

## **CODE OF CONDUCT FOR LOCAL GOVERNMENT EMPLOYEES**

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### **APPENDICES**

Appendix 1

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Key Terms used in the Code of Conduct

Appendix 2

DOE – LGPD1 Cover Letter re. Local Government Employee and Councillor Working Relationship Protocol

Local Government Employee and Councillor Working Relationship Protocol (issued October 2014)

# CODE OF CONDUCT FOR LOCAL GOVERNMENT EMPLOYEES

## 1. Introduction

### 1.1 Status of the Code

Under Article 35(1)(b) of the Local Government (Miscellaneous Provisions) (NI) Order 1992, the functions of the Local Government Staff Commission include:

*“establishing and issuing a code of recommended practice as regards conduct of officers of councils”.*

This code has been agreed by the Local Government Reform Joint Forum (Joint Forum) and is promulgated under the authority of the Local Government Staff Commission under Section 40(4) (f) of the Local Government Act (NI) 1972.

It is therefore issued by the Local Government Staff Commission as a statutory recommendation for adoption by all councils and the Staff Commission from 1 April 2015.

It is desirable for the protection of the public and the protection of employees that guidance be given to local government employees as to the conduct expected of them. This code provides guidance to assist councils and their employees in their day-to-day work and sets out the minimum standards of behaviour expected.

The aim of the code is to set guidelines for council employees which will help maintain and improve standards and protect employees from criticism or misunderstanding.

## 2. Framework for the Code

The public is entitled to expect the highest standards of conduct from all employees who work for district councils and this code has been developed in line with best practice, existing legislation and the following guidance.

The provisions of this code apply to all staff employed by councils in Northern Ireland and the Local Government Staff Commission (NI) in the performance of their duties on a day-to-day basis including any additional offices to which they may be appointed in their capacity as a district council employee (see Appendix 1, page 18 for a definition of ‘employee’/‘member of staff’).

### 2.1 National Agreement on Pay and Conditions of Service (the National Agreement)

The basic principle is stated in Part 2 paragraph 2, Key National Provisions of the National Joint Council for Local Government Services, National Agreement on Pay and Conditions of Service (the National Agreement):

## Official Conduct

*Employees will maintain conduct of the highest standard such that public confidence in their integrity is sustained.*

*Local codes of practice will be developed to cover the official conduct and the obligations of employees and employers.*

Similar provisions are incorporated in the National Conditions of Service of Chief Officers.

## 2.2 Principles of Conduct

This code builds on, and is in keeping with, the seven principles of public life articulated by the Nolan Committee on Standards in Public Life (established in October 1994) and the five further principles of conduct that have been adopted by the Northern Ireland Assembly, both emphasise that those in public life should practice:

**Public Duty** - uphold the law and to act on all occasions in accordance with the public trust placed in them and act in the interests of the community as a whole.

**Selflessness** - act in the public interest at all times and take decisions based solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their families, or their friends.

**Integrity** - not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.

**Objectivity** - in carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

**Accountability** - are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

**Openness** - be as open as possible about all the decisions and actions they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands it.

**Honestly** - act honestly. Have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

**Leadership** - promote and support these principles by leadership and example in order to establish and maintain the trust and confidence of the public, to ensure the integrity of their council in conducting business.

**Equality** - promote equality of opportunity and not discriminate against any person by treating people with respect regardless of race, age, religion, gender,

sexual orientation, disability, political opinion, marital status and whether or not a person has dependants.

**Promoting Good Relations** - act in a way that is conducive to promoting good relations by providing a positive example for the wider community to follow and that seeks to promote a culture of respect, equality and embrace diversity in all its forms.

**Respect** - Employees and councillors are reminded that it is acknowledged that the exchange of ideas and opinions on policies may be robust but this should be kept in context and not extended to individuals being subjected to unreasonable and excessive personal attack. They should keep in mind that rude and offensive behaviour may lower the public's regard for, and confidence in, councillors and councils, they should therefore show respect and considerations for others at all times.

**Good Working Relationships** - Councillors and employees are servants of the public, and are interdependent upon one another. But their responsibilities are distinct. The working relationship between councillors and employees must at all times be professional, courteous and based on mutual respect and trust. Neither party should seek to take unfair advantage of their position. All councillors and employees are responsible for ensuring they understand what behaviour is required of them, complying with respective Codes of Conduct. Both share a responsibility for understanding sensitivities and feelings of others and avoiding behaviour that could cause offence or distress.

### **3. Consultation and Implementation**

This code was drafted and agreed by the Joint Forum in conjunction with the Local Government Staff Commission.

The code was issued for consultation on 09 July 2014. The code will be finally revised and issued for implementation with effect from 01 April 2015.

### **4. Model Code of Conduct for Local Government Employees**

#### **4.1 Standards of Behaviour, Impartiality and Conflicts of Interest**

Council employees (see Appendix 1, page 18 for a definition of 'employee'/'member of staff') are expected to conduct themselves with integrity and honesty in carrying out their duties and must provide the highest possible standard of service to the public. Where it is part of their duties to provide appropriate advice to councillors and fellow employees this must be done with impartiality at all times.

Employees will be expected, without fear of recrimination, to bring to the attention of the appropriate level of management any deficiency in the provision of service (see paragraph 4.14, page 14 - Whistleblowing which provides more detail about an employee's responsibilities in this regard).

Responsibility is placed on every member of staff for disclosing to an appropriate manager or officer of the council every potential conflict of interest in which he/she may be involved.

In general employees' private interests must not be such as to have the potential for allegations of impropriety or partiality to be sustained thereby bringing the council into disrepute. This includes standards of behaviour outside the working environment and in the use of social media in relation to elected members, fellow officers and the general public.

Employees should not misuse their official position or information acquired in their official duties to further their private interest or those of others.

Employees must report to the appropriate manager any impropriety or breach of the terms of this code.

## **4.2 Disclosure of Information**

The law requires that certain types of information must be available to members, auditors, government departments, service users and the public (see Appendix 1, page 15 for examples). The council itself may also decide to be open about other types of information.

The council should therefore make clear to employees:

- a) the types of information which must be made available, and to whom;
- b) the types of information which the council has voluntarily made open, and to whom;
- c) the types of information which the council does not wish to be disclosed without specific permission.

The law also requires that personal information held about individuals must be treated in accordance with the Data Protection Act 1998. Employees must ensure that they process data lawfully in accordance with the data protection principles. The Freedom of Information Act 2000 also gives a right of access to information held by public authorities in accordance with the provisions of the authority's publication scheme.

Employees should not use any information obtained in the course of their employment for personal gain or benefit, nor should they pass it on to others who might use it in such a way.

Any particular information received by an employee from a councillor which is personal to the councillor and does not belong to the council should not be divulged by the employee without the prior approval of that councillor, except where such disclosure is required or sanctioned by law.

## **4.3 Political Neutrality**

Employees serve the council as a whole. They must serve all councillors and not just those of a particular group and must ensure that the individual rights of all councillors are respected.

Subject to individual councils' conventions, employees may be required to advise political groups. In the provision of such advice employees should not compromise their political neutrality. Any advice given should be available to all political groups, if requested.

All employees must follow all lawful policies of the council and must not let their own personal or political opinions interfere with their work. While the council recognises and respects the rights of all employees to hold personal or political opinions; employees should ensure that the expression of those opinions does not constitute a conflict of interest for their role within the council. This does not compromise an officer's rights in relation to collective trade union representation engagement in lawful trade union activity.

Employees who have concerns about whether there is a potential conflict of interest should raise the matter with an appropriate manager.

#### **4.4 Potential Conflict of Interest Situations**

As specified in paragraph 4.1, page 4 - Standards of Behaviour, Impartiality and Conflicts of Interest, staff are expected to conduct themselves with integrity, impartiality and honesty and their private interests should not be such as to have the potential for allegations of impropriety or partiality to be sustained thereby bringing the Council into disrepute. In particular attention is drawn to the following examples of situations where potential conflicts of interest can occur.

##### **Relationship with Councillors**

Employees are responsible to the council through its senior managers and in many cases in carrying out their duties they also give advice to councillors. Mutual respect between employees and councillors is essential to good local government. Close personal familiarity between employees and individual councillors can damage this relationship and prove embarrassing to other employees and councillors and should therefore be avoided (see paragraph 4.1, page 4 - Standards of Behaviour, Impartiality and Conflicts of Interest, in relation to disclosing every potential conflict of interest).

Employees should deal with councillors in a polite and efficient manner. They should not approach nor attempt to influence councillors out of personal motives and should report to an appropriate manager if a councillor attempts to pressurise them to deal with a matter outside of council procedure or policy.

This does not compromise an employee's rights as a ratepayer to access and/or question the provision of council services to them through open and transparent council procedures.

Employees who have concerns about whether there is a potential conflict of interest should raise the matter with an appropriate manager.

Further advice and guidance is given in the Local Government Employee and Councillor Working Relationship Protocol attached at Appendix 2, page 19.

## Contact with the Community and Service Users

The community and service users have a right to expect a high standard of service from the Council. Employees have a responsibility to the community they serve and should, ensure courteous, effective and impartial service delivery to all groups and individuals within the community. Employees should always try to be positive, constructive and inclusive. When necessary make extra efforts to communicate with people with disabilities in accordance with the provisions of the Disability Discrimination Act 1995.

No part of the community or service users should be discriminated against.

## Relationships with Contractors, Planning Applicants and those applying for Council Grant

All relationships with external contractors or potential contractors or applicants for planning consent or grant must be made known to the appropriate manager. Similarly any beneficial interest or licence in respect of land which is affected by a planning application must be made known to the appropriate manager.

Orders and contracts, grants and planning decisions must be decided on merit and no special favour should be shown in the procurement process to any businesses or potential suppliers particularly those run by, for example, friends, persons to whom the employee owes (or is owed) an obligation, partners or persons where a family relationship is deemed to exist (see Appendix 1, page 15 for a definition of 'family relationship').

Employees who deal with, engage or supervise contractors or process or determine applications under delegated powers with whom they have previously had, or currently have, a relationship in a private or domestic capacity, should declare that relationship to the appropriate manager as soon as they are aware.

Employees must not accept money or any other reward from any organisation, body or individual who may benefit from work or funding provided by the council. To do so would, in law, be corrupt.

## Bribery and Corruption

Under the Bribery Act 2010 it is a serious criminal offence to

Offer, promise or give someone a reward to induce them to perform their functions or activities improperly.

Accept, agree to accept or request a reward in return for performing a relevant function or activity improperly.

Bribe a foreign public official in order to win business, keep business or gain business advantage for the organisation.

#### **4.5 Appointments and other Employment Matters**

Employees involved in appointments should at all times act in accordance with the Local Government Staff Commission's Code of Procedures on Recruitment and Selection (Code of Procedures).

The Code of Procedures at Part D, Stage 2 – Conflict of Interest, page D:52 states:

*"Responsibility is placed on every panel member to disclose to an appropriate manager or officer of the council where potential conflict of interest may be present, for example partners or persons where a family relationship is deemed to exist, or if an individual has agreed to act as a referee for an applicant"*

and

*"Where a potential conflict of interest exists, the issue is not about satisfying the conscience of the individual. Public perceptions and also those of other candidates must be considered and, in such cases, it may be appropriate for the individual to withdraw from the recruitment exercise."*

Similarly, employees should not be involved in decisions in relation to discipline, promotion or pay adjustments for any other employee who is a friend, a person to whom the employee owes (or is owed) an obligation, partner or person where a family relationship is deemed to exist (see Appendix 1, page 15 for a definition of 'family relationship'). For further examples of Potential Categories of Interests see Appendix 1, page 16 which are based on the relevant section in the Northern Ireland Local Government Code of Conduct for Councillors - [www.doeni.gov.uk/index/local\\_government/code\\_of\\_conduct.htm](http://www.doeni.gov.uk/index/local_government/code_of_conduct.htm)

#### **4.6 Outside Commitments**

An employee must not subordinate his/her duty to the council to his/her private interests or put himself/herself in a position where duty and private interests conflict. The council should not attempt to preclude officers from undertaking additional employment outside their hours of duty with the Council, but any such employment must not, in the view of the council,

conflict with or react detrimentally to the council's interests, or in any way weaken public confidence in the conduct of the council's business.

Employees should devote their whole-time service to the work of their council and shall not engage in any other business or take up any other additional appointment without the express consent of the council. Where an officer wishes to engage in other business or take up additional appointment/she/she must seek the permission of the council and act at all times in accordance any contractual obligations in this respect.

Employees should follow the council's rules on the ownership of intellectual property or copyright created during their employment.

Employers and employees of councils should be aware of their responsibilities under the European Working Time Directive.

#### **4.7 Personal Interests**

Employees should review regularly their personal circumstances and take steps to deal with any potential conflict of interest. Employees must declare to an appropriate manager any financial or non-financial interests that they consider could bring about conflict with the council's interests, for instance:

membership of an organisation receiving grant aid from the council.

membership of an organisation or pressure group which may seek to influence the council's policies.

membership of an organisation which may seek to influence the performance of an employee in carrying out their duties.

having a beneficial interest in land which is within the council's district and is subject to any planning application.

Employees who have an interest, financial or non-financial, should not involve themselves in any decision or allocation of council services or resources from which they, their friends, persons to whom they owe (or are owed) an obligation, or family might benefit and should ensure that the matter is referred immediately to their line manager.

The council recognises and respects the right of all employees to become members of organisations. It only requires that employees declare personal interests where there is, or could be perceived to be, a conflict of interest between their duties as an employee and their membership of the organisation.

#### **4.8 Equality Issues**

All members of the community, customers and employees have a right to be treated with fairness and equity.

In this regard employees must:

be made aware of their obligations under Section 75 of the Northern Ireland Act 1998 and relevant equality law (see Appendix 1, paragraph 4, page 18);

co-operate with the council in the application of any policies agreed by the council relating to equality issues;

not take discriminatory action or decisions or encourage or put pressure on fellow employees to take discriminatory action or decisions;

report any concerns about discriminatory conduct to their line manager or other appropriate employee.

#### **4.9 Separation of Roles During Procurement**

Employees involved in the procurement process and dealing with contractors should be clear on the separation of client and contractor roles within the council. All employees who have both a client and contractor responsibility must be aware of the need for accountability and openness.

Employees in contractor or client units must exercise fairness and impartiality when dealing with all customers, suppliers, other contractors and subcontractors. Employees who are privy to confidential information relating to the tendering process should not disclose that information to any unauthorised party or organisation.

Employees contemplating a management buyout should, as soon as they have formed a definite intent, inform the appropriate manager and withdraw from the contract awarding process.

Employees should ensure that in awarding contracts, no special favour is shown to current or recent former employees or their friends, persons to whom the employee owes (or is owed) an obligation, partners or persons where a family relationship is deemed to exist (see Appendix 1, page 15 for a definition of 'family relationship') to businesses run by them or employing them in a senior or relevant managerial capacity.

#### **4.10 Fraud and Corruption**

Employees must be aware that it is a serious criminal offence for them to receive or give any gift, loan, fee, reward or advantage for doing, or not doing, anything or showing favour, or disfavour, to any person in his/her official capacity. If an allegation is made it is for the employee to demonstrate that any such rewards have not been corruptly obtained (see paragraph 4.12 below for guidance on Hospitality and Gifts).

#### **4.11 Use of Financial Resources**

Employees must ensure that they use public funds entrusted to them in a responsible and lawful manner. They should strive to ensure value for money to the local community and to avoid legal challenge to the council.

#### **4.12 Hospitality and Gifts**

Employees should only accept offers of hospitality if there is a genuine need to impart information or represent the council in the community. Offers to attend purely social or sporting functions should be accepted only when they are part of the life of the community or where the council should be seen to be represented. They must be properly authorised and recorded in accordance with the council's agreed procedure.

When hospitality has to be declined those making the offer should be courteously but firmly informed of the procedures and standards operating within the authority.

Employees should not accept significant personal gifts from contractors, members of the public and outside suppliers, although the council may wish to allow employees to keep items of token value such as pens, diaries etc.

When considering whether or not to accept authorised hospitality employees should be particularly sensitive as to its timing in relation to decisions which the council may be taking affecting those providing the hospitality, for instance during a tendering period of a contract for which the provider may be bidding.

Acceptance by employees of hospitality through attendance at relevant conferences and courses is acceptable where:

it is clear that the hospitality is corporate rather than personal;  
where the council consents in advance;

or

where the council is satisfied that any procurement decisions are not compromised.

Where a visit is necessary, to inspect equipment for example, the council should consider meeting the cost of the visit to avoid jeopardising the integrity of the council in subsequent procurement decisions.

#### **4.13 Sponsorship - Giving and Receiving**

Where an outside organisation wishes to sponsor or is seeking to sponsor a council activity, whether by invitation, tender, negotiation or voluntarily, the basic conventions concerning acceptance of gifts or hospitality apply. Particular care must be taken when dealing with contractors or potential contractors.

Where the council wishes to sponsor an event or service neither an employee nor any friends, partners or persons where a family relationship is deemed to exist (see Appendix 1, page 15 for a definition of 'family relationship') must benefit from such sponsorship in a direct way without there being full disclosure to an appropriate manager of any such interest.

Similarly, where the council through sponsorship, grant aid, financial or other means, gives support in the community, employees should ensure that impartial advice is given and that there is no conflict of interest involved.

#### **4.14 Whistleblowing**

If an employee becomes aware of activities which he/she believes to be illegal, improper, unethical or otherwise inconsistent with this code, the employee should report the matter, acting in accordance with the employee's rights under the Public Interest Disclosure Act 1998, and with the council's confidential reporting procedure, or any other procedure designed for this purpose.

#### **4.15 Breaches of the Code of Conduct**

Any breach by an employee of any part of the Code of Conduct or its supporting policies and guidance may render the employee liable to disciplinary proceedings. It should be noted that a breach of the code and its supporting policies and guidance will be subject to the provisions of the council's disciplinary or other related procedures.

#### **Appendix 1**

#### **LEGAL AND OTHER PROVISIONS RELATING TO THE CODE OF CONDUCT**

##### **1. Disclosure of Information (paragraph 4.2, page 5)**

Data Protection Act 1998.

Freedom of Information Act 2000.

Part 8, sections 42-52 of the Local Government Act (Northern Ireland) 2014 deals with Access to meetings and Documents.

Obligations of Discovery in connection with litigation.

##### **2. Potential Conflict of Interest Situations (paragraph 4.4, page 6)**

Persons who owe you an obligation, or to whom you owe an obligation – this might include a debtor, creditor, fellow member of an organisation.

Very close personal relationships may also create a conflict, e.g. a good friend.

#### **Family Relationship**

Stage 2 - Composition of Panels paragraph entitled Canvassing on page D:50 of the Local Government Staff Commission's Code of Procedures on Recruitment and Selection (Code of Procedures) states that a relevant family relationship is deemed to exist between a Council officer and/or member and the person (i.e. the contractor, potential contractor, partner in a business etc.) if they are husband or wife, or partner (civil or otherwise), or if the person is the:

the: - parent

son or daughter

brother or sister

uncle or aunt

nephew or niece

grandparent

grandson or grand-daughter

foster child or foster parent

dependant

of the council officer or member, or of the spouse or partner (whether civil or otherwise) of the council officer or member.

For the purposes of potential conflicts of interest, as outlined in this code, this definition is extended to cover partner relationships.

## Potential Categories of Interest

Examples of potential Categories of Interest based on the Northern Ireland Local Government Code of Conduct for Councillors, May 2014 (see paragraph 5.2) are:

any employment or business carried on by you;

any person who employs or has appointed you, any firm in which you are a partner or any company for which you are a remunerated or non remunerated director;

any person, other than your council, who has made a payment to you in respect of your election or any expenses incurred by you in carrying out your duties as a councillor;

any corporate body which has a place of business or land within your council's district, and in which you have a beneficial interest in a class of securities of that body that exceeds the nominal value of £25,000 or one hundredth of the total issued share capital of that body;

any contract for goods, services or works made between your council and you or a firm in which you are a partner, an unincorporated body (i.e. Industrial & Provident Society), a company of which you are a remunerated director, or a body of the description specified in subparagraph (d) above;

any land in which you have a beneficial interest and which is within your council's district;

any land where the landlord is your council and the tenant is a firm in which you are a partner, a company of which you are a remunerated director, or a body of the description specified in sub-paragraph (d) above;

any body to which you have been elected, appointed or nominated by your council;

any -

public authority or body exercising functions of a public nature;

company, industrial and provident society, charity, or body directed to charitable purposes;

body whose principal purposes include the influence of public opinion or policy;

professional association; or

private club, society or association operating within your council's district,

in which you have membership or hold a position of general control or management; and

any land within your council's district in which you have a licence (alone or jointly with others) to occupy for 28 days or longer).

### **3. Appointments and other Employment Matters (paragraph 4.5, page 9)**

Code of Procedures on Recruitment and Selection

Part B - General Principles Underpinning the Code (on page 4) recommends actions to ensure that appointments are made under the merit principle.

Section 41 of Local Government Act (NI) 1972 deals with appointments to councils.

### **4. Equality Issues (paragraph 4.8, page 11)**

#### **Legislation**

The Employment Equality (Sexual Orientation) Regulations (NI) 2003

The Employment Equality Age Regulations (NI) 2006

Sex Discrimination (NI) Order 1976

Fair Employment and Treatment (NI) Order 1998

Disability Discrimination Act 1995

Race Relations (NI) Order 1997

Rehabilitation of Offenders (NI) Order 1978 and Exceptions Order 1979

Equal Pay Act (Northern Ireland) 1970

Part-Time Workers (Prevention of Less Favourable Treatment) Regulations (Northern Ireland) 2000

Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations (Northern Ireland) 2002

Parental Rights and Flexible Working under the Employment Rights (Northern Ireland) Order 1996

Northern Ireland Act 1998

Human Rights Act 1998

### **5. Fraud and Corruption (paragraph 4.10, page 12)**

Section 46 of Local Government Act (NI) 1972 deals with the declaration of interest where an employee has a pecuniary interest and with recording of such interests. Not to do so will be an offence.

Section 47 of the Local Government Act (NI) 1972 forbids employees to accept payment apart from their salary/wage.

## **Key Terms used in the Code of Conduct**

### **Employee/s or Member/s of Staff**

The terms employee/s or member/s of staff should be taken to mean any individual/s employed by a council including those working both full time and part time on a permanent, temporary, fixed term or inward secondment basis. The code also applies to seasonal and casual staff, agency works and volunteers while they are engaged in carrying out duties for the council.

# LOCAL GOVERNMENT EMPLOYEE AND COUNCILLOR WORKING RELATIONSHIP PROTOCOL

## 1. Introduction

- 1.1 The Local Government Act (Northern Ireland) 2014 (the 2014 Act) creates a new environment for Local Government in Northern Ireland. The 2014 Act includes a new ethical framework for local government, a key element of which is the introduction of a mandatory Code of Conduct for Councillors.
- 1.2 The 2014 Act imposes a mandatory requirement for councillors to observe the Northern Ireland Local Government Code of Conduct for Councillors (the Councillor Code), which establishes mechanisms for the investigation and adjudication of complaints and for appeals. With the exception of Part 9 (Planning), the code came into force on 28 May 2014 the Part of the code which deals with planning will come into effect from 1 April 2015.
- 1.3 The Local Government Staff Commission for Northern Ireland is responsible for issuing the Code of Conduct for Local Government Employees (2004) (the Employee Code). In conjunction with the Local Government Reform Joint Forum, the Commission has prepared a revised Code of Conduct for Local Government Employees due to come into effect from 1 April 2015.
- 1.4 Local government has already established policies and procedures to resolve issues that employees (for the purpose of this protocol the term 'Employees' or members of staff should be taken to mean any individual employed by a council including those working both full time and part time on a permanent, temporary, fixed term or inward secondment basis. The protocol also applies to seasonal and casual staff, agency workers and volunteers while they are engaged in carrying out duties for the council), may encounter in the workplace. This protocol does not override any existing employee policies or legal obligations but seeks to clarify the expected working relationship between councillors and employees.

## 2. Purpose

- 2.1 The protocol is intended to set out the working relationship between councillors and employees of councils. It relates to all aspects of the working environment, both physical and virtual. The protocol also advises of the steps to be taken to deal with concerns at an early stage to reduce negative impacts upon councillors or employees and ensure the prompt resolution of any difficulties which may arise. All issues raised under the remit of this protocol must be dealt with in the strictest confidence.

- 2.2** The protocol should also assist in furthering and developing a harmonious working environment with positive, constructive and professional relationships between employees and councillors.
- 2.3** The protocol reflects the content of both Employee and Councillor Codes of Conduct that demand the highest standards of personal conduct at all times. It upholds the seven Nolan Principles and the additional principles of public life:

**Public Duty** - have a duty to uphold the law and to act on all occasions in accordance with the public trust placed in them; to act in the interests of the community as a whole.

**Selflessness** - should act in the public interest at all times and should take decisions solely in terms of the public interest. They should not act in order to gain financial or other material benefits for themselves, their family, friends or associates.

**Integrity** - should not place themselves under any financial or other obligation to outside individuals or organisations, which might reasonably be thought by others to influence them in the performance of their duties.

**Objectivity** - in carrying out public business, including considering public appointments, awarding contracts, or recommending individuals for rewards and benefits, they should make choices on merit.

**Accountability** - are accountable to the public for their decisions and actions and for the way that they carry out their responsibilities and must submit themselves to whatever scrutiny is appropriate to their office.

**Openness** - should be as open as possible about the decisions and actions that they take. They should give reasons for their decisions when required and restrict information only when the wider public interest clearly demands it.

**Honesty** - should act honestly. They have a duty to declare any private interests relating to their public duties and should take steps to resolve any conflicts between their private interests and public duties at once and in a way that protects the public interest.

**Leadership** - should promote and support these principles by leadership and example in order to establish and maintain the trust and confidence of the public, to ensure the integrity of their council in conducting business.

**Equality** - should promote equality of opportunity and not discriminate against any person by treating people with respect regardless of race, age, religion, gender, sexual orientation, disability, political opinion, marital status and whether or not a person has dependants.

**Promoting Good Relations** - should act in a way that is conducive to promoting good relations by providing a positive example for the wider community to follow and that seeks to promote a culture of respect, equality and embrace diversity in all its forms.

**Respect** - Employees and councillors are reminded that it is acknowledged that the exchange of ideas and opinions on policies may be robust but this should be kept in context and not extended to individuals being subjected to unreasonable and excessive personal attack. They should keep in mind that rude and offensive behaviour may lower the public's regard for, and confidence in, employees, councillors and councils, they should therefore show respect and consideration for others at all times.

**Good Working Relationships** - Councillors and employees are servants of the public, and are interdependent upon one another. But their responsibilities are distinct. Employees are ultimately responsible to the Chief Executive<sup>1</sup>; Councillors are responsible to the electorate. The working relationship between councillors and employees must at all times be professional, courteous and based on mutual respect and trust. Neither party should seek to take unfair advantage of their position. All councillors and Employees are responsible for ensuring they understand what behaviour is required of them, complying with respective Codes of Conduct. Both share a responsibility for understanding sensitivities and feelings of others and avoiding behaviour that could cause offence or distress.

### **3. Conduct of Local Government Employees towards Councillors**

Employees must treat all political groups and individual councillors equally, fairly and remain politically neutral at all times. Employees will provide professional, impartial and effective support, to enable councillors to fulfil their role, in and on behalf of, the council. Employees will not seek to influence or lobby a councillor with regards to personal issues.

It is important that there should be good working relationships between senior council employees and Chairs of committees/Mayors. However such relationships should not be allowed to become so close as to cast doubt either on an officer's ability to deal impartially with other councillors, or the Chair/Mayor's ability to deal impartially with other employees.

#### **3.1 Procedure**

In the event that a councillor wishes to raise either an informal or formal complaint regarding the conduct or behaviour of an employee, the following process should be followed:

#### **3.2 Informal Approach**

A councillor should seek to raise the matter in the first instance with the relevant Head of Service or Director who should seek to resolve the matter with the employee concerned. The councillor must not engage directly with the Employee, nor make any attempt to reprimand or discipline the employee. If the matter is about the conduct of an employee at Head of Service or Director level, the councillor should address their concern to the Chief Executive.

The Head of Service/Director/Chief Executive will undertake to resolve the matter through discussions with the employee concerned and report on the outcome to the councillor.

[1 A Chief Executive is also an employee and is ultimately responsible to the council]

#### **4.5 Formal Approach**

If the councillor is unhappy with the outcome of the informal approach or considers the initial complaint to be of a serious nature, they should raise the matter with the relevant Head of Service or Director and make their Party Group Leader, if relevant, aware of the complaint.

**4.6** The relevant Head of Service/Director (or Chief Executive if applicable), will ensure the matter is investigated according to the relevant council procedures consulting with appropriate human resource sections.

**4.7** The outcome of the investigation may result in:-  
no further action being required,  
a verbal or written apology to the councillor with an acknowledgement by the employee that their conduct failed to meet the agreed standard and an undertaking that there will be no recurrence or referral for consideration under the council's disciplinary procedure.

**4.8** The Head of Service/Director (or Chief Executive if applicable), will write to the councillor and Group Party Leader, if relevant, advising of the outcome.

**4.9** The employee will be informed in accordance with the relevant council procedures.

**4.10** If the complaint is in relation to the Chief Executive the procedures specified in the Joint Negotiating Committee (JNC) for Chief Executives of Local Authorities or the appropriate mechanism at that time will be followed.

### **5. Conduct of Councillors towards Employees**

**5.1** Councillors' engagement with employees must be equitable, reasonable, courteous and respectful and ensure that the impartiality of employees is not compromised. Councillors must abide by their code and their council's Standing Orders.

#### **5.2 Procedure**

In the event that an employee wishes to raise either an informal or formal complaint regarding the conduct or behaviour of a Councillor, the appropriate support must be provided by their respective line manager and the following procedure should be followed:

### **5.3 Informal Approach**

An employee should seek to raise the matter in the first instance with their relevant Head of Service or Director, providing details of the incident that has occurred. The employee must not engage directly with the councillor. If necessary, the Head of Service or Director may involve the Group Party Leader, if relevant.

- 5.4** The Head of Service or Director will undertake to resolve the matter through discussions with the councillor concerned and report on the outcome to the employee and the Chief Executive.

### **5.5 Formal Approach**

If the employee is unhappy with the outcome of the informal approach or considers their complaint to be of a serious nature, they may wish to consult with their recognised Trade Union representative, if applicable prior to raising the matter formally (verbally or in writing) with the relevant Head of Service or Director. The employee and their representative may also raise the complaint directly with the senior Human Resource Employee in the council.

- 5.6** The relevant Head of Service/Director, (or senior HR Employee if applicable), will ensure the matter is investigated according to the appropriate council investigatory process.

- 5.7** The councillor and Party Group Leader, if relevant, will be advised of the complaint and should agree to co-operate with the investigation to establish the facts.

- 5.8** The outcome of the investigation may result in:  
no further action being required, or  
a verbal or written apology to the employee with an acknowledgement by the councillor that their conduct failed to meet the agreed standards and an undertaking that there will be no recurrence.

- 5.9** If the Head of Service/Director (or senior HR Employee), considers that the circumstances of the complaint is sufficiently serious or a pattern of behaviour emerges, they may recommend to the Chief Executive that the matter is raised at a formal meeting with the Party Group Leader, if relevant. The minutes of this meeting should be presented to the appropriate governance committee for consideration.

- 5.10** The Head of Service/ Director (or senior HR Employee), will write to the Employee (and where appropriate their recognised Trade Union representative) advising of the outcome. If the Employee is unhappy with the outcome, they may request that their complaint be reviewed by the Chief Executive. The Chief Executive will review the complaint and advise the Employee (and their Trade Union representative) of their decision.

- 5.11** The councillor and the Group Party Leader, if relevant, will be informed in writing of the outcome of the investigation and consideration of further action.

(To note: This protocol does not preclude an employee, at any time, if they think it necessary, to write to the Commissioner for Complaints setting out how, in their opinion, a councillor has breached the code).

**This protocol is the interface between current councillor and employee Codes of Conduct, which require the highest standards of personal conduct, including activities on social media, to be maintained at all times.**



**Armagh City  
Banbridge  
& Craigavon**  
Borough Council

# **CODE OF GOVERNANCE**

**Version 2 Revised OCTOBER 2020**

## Introduction

Our Governance arrangements comprise of the systems and processes, cultures and values, by which Council is directed and controlled and through which it is accountable to, engages with and, where appropriate, leads its community.

To demonstrate compliance with the principles of good corporate governance, Armagh City, Banbridge and Craigavon Borough Council must ensure that it does the right things, in the right way, for the right people, in a timely, inclusive, open, honest and accountable manner. We must ensure that our business is conducted within the law and the highest public standard and that all public monies are properly accounted for.

As a commitment to good governance Armagh City Banbridge and Craigavon Borough Council has developed and now updated this code of governance which is produced in accordance with the principles and requirements the CIPFA Solace publication 'Delivering Good Governance in Local Government: A Framework'.

## Principles of Good Governance

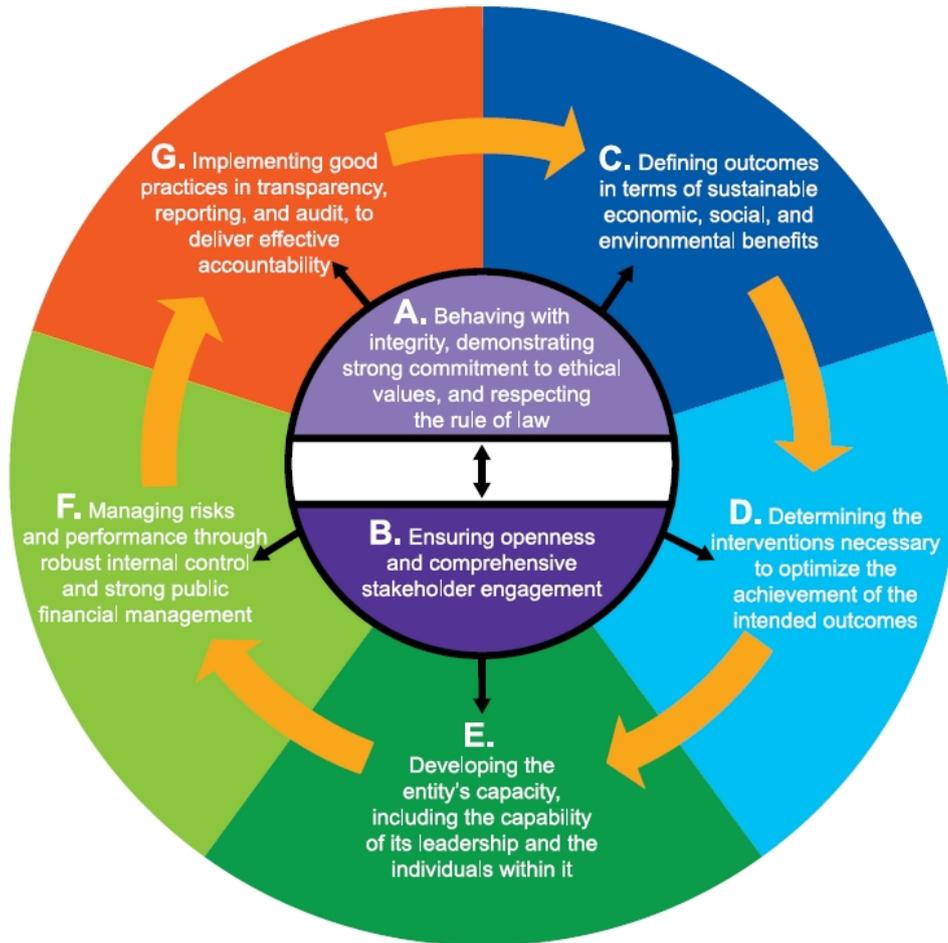
The International Framework: Good Governance in the Public Sector (2014) defines 'governance' as comprising the arrangements put in place to ensure that the intended outcomes for stakeholders are defined and achieved. To deliver good governance in the public sector, both governing bodies and individuals working for public sector entities must try to achieve their organisation's objectives whilst, at all times, acting in the public interest. Acting in the public interest implies primary consideration of the benefits for society, which should result in positive outcomes for service users and other stakeholders.

There are seven principles of good governance as set out in the Framework, which are:

1. Behaving with integrity, demonstrating strong commitment to ethical values, and respecting the rule of law
2. Ensuring openness and comprehensive stakeholder engagement
3. Defining outcomes in terms of sustainable economic, social, and environmental benefits
4. Determining the interventions necessary to optimise the achievement of the intended outcomes
5. Developing the entity's capacity, including the capability of its leadership and the individuals within it
6. Managing risks and performance through robust internal control and strong public financial management
7. Implementing good practices in transparency, reporting, and audit to deliver effective accountability

The diagram below taken from the Framework illustrates the various principles of good governance in the public sector and how they relate to each other.

## Achieving the Intended Outcomes While Acting in the Public Interest at all Times



### Compliance with the Code

This Code of Governance is supported by policies, procedures and systems that determine and control how the Council manages its affairs. **Appendix A** provides further detail, demonstrating how the Council currently complies with the Code.

### Monitoring and Review

Our governance arrangements are reviewed on an annual basis to ensure that they are adequate and operating effectively in practice.

The results of these reviews will be reported to the Governance, Resources and Strategy Committee and the Performance and Audit Committee and will inform the preparation of the Annual Governance Statement, which forms part of the published financial statements.

Core Principle A: Behaving with integrity, demonstrating strong commitment to ethical values and respecting the rule of law		
Supporting Principles	How we meet these principles	Planned Improvement Actions
A.1 Behaving with integrity	<ul style="list-style-type: none"> <li>➤ Mandatory Code of Conduct for Councillors – The NI Code of Local Government Conduct for Members</li> <li>➤ Code of Conduct for Council staff</li> <li>➤ NI Charter Plus for Elected Member Development</li> <li>➤ Declarations of interest a standing agenda item for Council/Committee meetings</li> <li>➤ Council minutes include whether any declarations of interests have been made</li> <li>➤ Fraud and Whistleblowing Policies in place</li> <li>➤ Gifts and Hospitality Policies in place</li> <li>➤ Members approve the:               <ul style="list-style-type: none"> <li>▪ Constitution</li> <li>▪ Standing Orders, Officer scheme of delegation and Financial Regulations</li> <li>▪ Codes of Conduct</li> </ul> </li> <li>➤ Members approval of the Community and Corporate Plans</li> <li>➤ Officer Scheme of Delegation in place with decisions recorded and submitted to Council for noting.</li> <li>➤ Party Group Leaders Forum</li> <li>➤ Members Training and Workshops</li> <li>➤ Shared values communicated through the Community Plan, Corporate Plan and the Annual Business Plans</li> <li>➤ Open and transparent committee system and reporting</li> </ul>	<ul style="list-style-type: none"> <li>➤ Finalisation with trade unions of revised policies</li> <li>➤ Conflict of Interest Policy to be developed</li> </ul>
A.2 Demonstrating strong commitment to ethical values	<ul style="list-style-type: none"> <li>➤ Mandatory Code of Conduct for Councillors</li> <li>➤ Agreed set of behaviours for members and staff</li> <li>➤ Register maintained of Members' pecuniary interest</li> <li>➤ Ethical requirements of Professional Standards</li> <li>➤ Standing Orders</li> <li>➤ Ongoing monitoring and reporting through Internal Audit and Risk Management processes</li> <li>➤ Systems and processes for financial administration</li> <li>➤ Partners and Contractors required to comply with relevant policies</li> <li>➤ Policies in place which demonstrate our commitment to ethical values includes:               <ul style="list-style-type: none"> <li>▪ Equality Scheme and Equality Action Plan</li> <li>▪ Equality and Diversity Framework</li> <li>▪ Good Relations Strategy</li> <li>▪ Disability Action Plan 2020-2023</li> <li>▪ Data Protection Policy</li> <li>▪ Fraud and Whistleblowing Policies</li> </ul> </li> <li>➤ Robust Equality Screening and rural needs analysis process</li> <li>➤ Customer Care Strategy</li> </ul>	

Core Principle A: Behaving with integrity, demonstrating strong commitment to ethical values and respecting the rule of law		
Supporting Principles	How we meet these principles	Planned Improvement Actions
	<ul style="list-style-type: none"> <li>➤ Grant Letters of Offer and monitoring arrangements</li> <li>➤ Procurement guidance detailed within financial regulations.</li> </ul>	
A.3 Respecting the rule of law	<ul style="list-style-type: none"> <li>➤ Appointment of Council Senior Solicitor ( strengthening internal legal function)</li> <li>➤ Updated Council Constitution (November 2020)</li> <li>➤ Updated Financial Regulations (March 2019)</li> <li>➤ Updated Standing Orders (March 2019)</li> <li>➤ Register maintained of Members' pecuniary interest</li> <li>➤ Operating Protocol for Planning Committee</li> <li>➤ Call-In process on decisions in operation in accordance with the Local Government Act 2014</li> <li>➤ External expert legal and other professional advice sought when necessary.</li> <li>➤ Fraud and Whistleblowing investigations undertaken</li> <li>➤ HR Disciplinary processes</li> <li>➤ Safeguarding Policy</li> <li>➤ Revised Committee Terms of References and reduction in number of committees.</li> <li>➤ Corporate Complaints Policy</li> <li>➤ Enforcement and regulatory Policies and procedures in place</li> <li>➤ Equality screening and rural needs assessment in place in accordance with statute</li> </ul>	

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Core Principal B: Ensuring openness and comprehensive stakeholder engagement		
Supporting Principles	How we meet these principles	Planned Improvement Actions
B1: Openness	<ul style="list-style-type: none"> <li>➤ Appointment of senior communications and branding manager</li> <li>➤ Council meetings are open to the public and members of the media and with remote meetings now taking place they are broadcast for the public live to maintain public access.</li> <li>➤ Council's web site provides up-to-date information regarding: <ul style="list-style-type: none"> <li>▪ Council activities</li> <li>▪ Policies</li> <li>▪ Reports issued</li> <li>▪ Changes to service delivery , funding advice, public health advice</li> </ul> </li> <li>➤ Coordinated use of on line and social media outlets.</li> <li>➤ Council Magazine – 'The Borough Link' issued to every household within the Council area</li> <li>➤ Internal Communications Framework</li> <li>➤ Consultation with stakeholders through the use of the consultation Hub</li> <li>➤ Community Engagement Strategy</li> <li>➤ Corporate Complaints Policy</li> <li>➤ Customer Care Strategy</li> <li>➤ Council minutes are published on the website, recordings made available of council meetings, remote meetings currently being broadcast live.</li> <li>➤ Agendas and minutes available on website in advance of meetings</li> <li>➤ Standard pro forma for all Committee reports ( guidance on financial and equality aspects of reporting in place)</li> <li>➤ Annual Report published on the web site.</li> <li>➤ Categories for 'confidential business' for Committee reporting established</li> <li>➤ Consultation and engagement with staff and trade unions.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Finalisation of Consultation Policy</li> </ul>
B2: Engaging comprehensively with institutional stakeholders	<ul style="list-style-type: none"> <li>➤ Community Engagement Strategy established and is a framework that enables partners to bring together their community engagement work and plans and connects Members, community and citizen engagement and partnership decision making</li> <li>➤ Local Development Planning</li> <li>➤ Community Planning Process</li> <li>➤ Establishment of community planning forum and of themed delivery teams.</li> <li>➤ Ongoing engagement with Trade Unions</li> <li>➤ Engagement WITH sub regional and regional bodies including other councils, public health agencies, government departments and NILGA.</li> </ul>	
B3: Engaging with individual citizens and service users effectively	<ul style="list-style-type: none"> <li>➤ Community Plan developed following consultation with Statutory Partners, stakeholders and the public</li> <li>➤ Local Development Plan</li> <li>➤ Community Engagement Strategy</li> <li>➤ Annual Performance Improvement Plan and consultation as required</li> <li>➤ Policing and Community Safety Partnership</li> <li>➤ Integration Strategy 2018-2022</li> <li>➤ Customer surveys and feedback</li> <li>➤ Mystery shopping and focus group activities</li> </ul>	

Core Principal C: Defining outcomes in terms of sustainable economic, social and environmental benefits		
Supporting Principles	How we meet these principles	Planned Improvement Actions
C1: Defining Outcomes	<ul style="list-style-type: none"> <li>➤ 'Connected' the Borough's Community Plan 2017-2030</li> <li>➤ 2018/23 Corporate Plan and new Corporate Plan will be driven by priorities set out in the 'Connected' Community Plan</li> <li>➤ 2019/20 Performance Improvement Plan</li> <li>➤ Departmental Business Plans</li> <li>➤ Corporate Planning Framework</li> <li>➤ Service Review Programme</li> <li>➤ Strategic Financial Management Framework</li> <li>➤ Medium Term Financial Plan 2020-23</li> <li>➤ Treasury Management</li> <li>➤ Capital Programme</li> <li>➤ Prudential Financial Framework</li> <li>➤ Draft Local Development Plan</li> <li>➤ Sports Facilities Framework</li> <li>➤ Tourism Development and Marketing Strategy and Action Plan 2017-2022</li> <li>➤ Draft Sports Facility Strategy 2016-2026</li> <li>➤ Performance Management Framework</li> <li>➤ Customer Care Strategy</li> </ul>	<ul style="list-style-type: none"> <li>➤ Review of the Customer Care Strategy</li> <li>➤ Ongoing efficiencies to be identified</li> </ul>
C2: Sustainable economic, social and environmental benefits	<ul style="list-style-type: none"> <li>➤ 'Connected' the Borough's Community Plan 2017-2030 (Themed implementation teams)</li> <li>➤ 2019/20 Performance Improvement Plan</li> <li>➤ Draft Local Development Plan</li> <li>➤ 'Connected' the Borough's Community Plan 2017-2030</li> <li>➤ New Corporate Plan will be driven by priorities set out in the Community Plan</li> <li>➤ Corporate Planning Framework</li> <li>➤ Local Development Plan – Preferred Options Papers and draft plan Strategy</li> <li>➤ Tourism and Development and Marketing Strategy</li> <li>➤ Risk Management processes</li> <li>➤ Established processes for governance, management and administration of grants</li> <li>➤ Equality Scheme</li> <li>➤ Equality Impact Assessments</li> <li>➤ ISO 14001 Environmental Management Accreditation</li> <li>➤ Disability Action Plan 2020-2023</li> </ul>	

Core Principal D: Determining the interventions necessary to optimise the achievements of the intended outcomes		
Supporting Principles	How we meet these principles	Planned Improvement Actions
D1: Determining interventions	<ul style="list-style-type: none"> <li>➤ Appointment of NISRA Statistician to support the Council in the development of a data and evidence based approach to support the creation of the Community Plan, Local Development Plan and key related strategies.</li> <li>➤ Community Planning Strategic Partnerships</li> <li>➤ Ongoing consultation and engagement with the public, stakeholders and the community and voluntary sectors.</li> <li>➤ Ongoing consultation and engagement with the public and key stakeholders</li> <li>➤ Professional advice sought when required</li> <li>➤ Service Review Framework</li> <li>➤ Service Improvement Plans</li> </ul>	Transformation and Efficiency Programme approved by Council, main areas identified ,work to be undertaken on delivery
D2: Planning interventions	<ul style="list-style-type: none"> <li>➤ Planning processes encompassing Community, Corporate and Performance Improvement Plans</li> <li>➤ Community Planning engagement framework</li> <li>➤ Draft Local Development Plan</li> <li>➤ Strategic Planning Framework</li> <li>➤ Departmental business plans</li> <li>➤ Performance Improvement Plans including KPI's</li> <li>➤ Risk Management processes</li> <li>➤ Budgetary Control</li> <li>➤ Management accounts</li> <li>➤ Financial planning</li> <li>➤ Estimates process including Estimates Working Group</li> <li>➤ Performance Indicators</li> <li>➤ Service Review Framework</li> <li>➤ Medium term financial planning</li> <li>➤ Financial management of capital programme</li> <li>➤ Treasury Management Strategy and Prudential Indicators</li> </ul>	
D3: Optimising achievement of intended outcomes	<ul style="list-style-type: none"> <li>➤ Financial reporting</li> <li>➤ Reporting to the Governance, Resources and Strategy Committee and the Performance and Audit Committee</li> <li>➤ Treasury Management</li> <li>➤ Estimates Process</li> <li>➤ Budgetary Reporting</li> <li>➤ Minimum Reserve Provision Policy</li> <li>➤ Estimates Process</li> <li>➤ Council/Committee Reporting</li> <li>➤ Community Plan</li> <li>➤ Draft Local Development Plan</li> </ul>	

**Core Principal E: Developing the entity's capacity, including the capability of its leadership and the individuals within it**

Supporting Principles	How we meet these principles	Planned Improvement Actions
<p>E1: Developing the entity's capacity</p>	<ul style="list-style-type: none"> <li>➤ Organisational Development- training, redeployment,</li> <li>➤ Learning and Development Policy</li> <li>➤ NIAO Improvement Audits and Assessments of Councils 2018/19</li> <li>➤ Monitoring of the performance of the delivery of Council Improvement Objectives to ensure compliance with the performance improvement requirements of part 12 of the Local Government (NI) Act 2014</li> <li>➤ Directors 6 Monthly assurance review</li> <li>➤ Community Plan Statutory Partners</li> <li>➤ Service Level Agreements</li> </ul>	<ul style="list-style-type: none"> <li>➤ Finalisation of Council's People Strategy and Organisational Development Plan.</li> <li>➤ Development of Council's Communication Strategies.</li> </ul>
<p>E2: Developing the capability of the entity's leadership and other individuals</p>	<ul style="list-style-type: none"> <li>➤ Group Party Leaders Meetings</li> <li>➤ Induction Training and Learning and Development Programme for Members</li> <li>➤ Member Development Charter Plus</li> <li>➤ Scheme of Delegation</li> <li>➤ Performance &amp; Audit Committee undertake an annual self-assessment exercise against CIPFA standards</li> <li>➤ Planning Scheme of Delegation</li> <li>➤ CE Job Description/Specification and Appraisal Scheme</li> <li>➤ Terms and conditions of employment</li> <li>➤ Capacity building around the Code of Conduct</li> <li>➤ Planning Policy Statements training</li> <li>➤ Performance Improvement consultation</li> <li>➤ Consultation on major Council strategies</li> <li>➤ Performance Improvement Plan</li> <li>➤ Departmental business plans</li> <li>➤ Project Plans</li> <li>➤ EMT and HOD Team Meetings</li> <li>➤ Continuing Professional Development</li> <li>➤ Corporate Health &amp; Safety</li> <li>➤ Access to leisure facilities</li> <li>➤ Two Investing for Health Officers</li> </ul>	

Core Principle F: Managing risks and performance through robust internal control and strong financial management		Planned Improvement Actions
Supporting Principles	How we meet these principles	
F1: Managing risk	<ul style="list-style-type: none"> <li>➤ Risk Management Policy</li> <li>➤ Risk Management software system</li> <li>➤ Quarterly risk reviews</li> <li>➤ Update reporting to the Performance &amp; Audit Committee</li> <li>➤ Corporate Risk Register</li> <li>➤ Departmental Risk Registers</li> <li>➤ Project Risk Registers</li> </ul>	<ul style="list-style-type: none"> <li>➤ Review Risk Management Policy to ensure compliant with the recently published HM Treasury Orange Book Risk Management Guidance</li> </ul>
F2: Managing performance	<ul style="list-style-type: none"> <li>➤ Annual NIAO Audit and Assessment Reports</li> <li>➤ Annual Performance Improvement Plans / arrangements</li> <li>➤ Departmental business plans presented for committee approval and monitoring of progress</li> <li>➤ Agreed pro forma for Committee reports showing option appraisals and implications.</li> <li>➤ Regular performance updates to Governance, Resources and Strategy Committee</li> <li>➤ Regular reporting of financial information to the Governance, Resources and Strategy Committee</li> <li>➤ Legal and professional advice obtained as necessary</li> <li>➤ The Performance &amp; Audit Committee oversees and monitors performance management, processes, systems and related arrangements.</li> <li>➤ The Governance, Resources and Strategy Committee oversees and monitors structures, governance arrangements and financial information.</li> <li>➤ Performance Management Framework</li> <li>➤ Risk Management processes and reporting</li> <li>➤ Budgetary reporting</li> <li>➤ Quarterly Prompt Payment reporting</li> </ul>	
F3: Robust internal control	<ul style="list-style-type: none"> <li>➤ Departmental Business Plans</li> <li>➤ Risk Management Policy and processes</li> <li>➤ Departmental and corporate Risk registers in place and linked to objectives</li> <li>➤ Internal Audit Section in place</li> <li>➤ Independent External Review of Internal Audit every 5 years.</li> <li>➤ Internal Audit planning - Internal Audit Strategy and Annual Internal Audit Plan</li> <li>➤ Risk based auditing</li> <li>➤ Recommendation tracker to monitor all Internal Audit recommendations</li> <li>➤ Council Fraud Policies and Fraud Response Plan</li> <li>➤ Council Whistleblowing Policies</li> <li>➤ Gifts and Hospitality Policies</li> <li>➤ 6 monthly HOD Assurance Statements</li> <li>➤ Strategic Directors 6 monthly Assurance Statements</li> </ul>	

	<ul style="list-style-type: none"> <li>➤ Annual Governance Statement</li> <li>➤ Performance &amp; Audit Committee with 2 externally appointed Lay Representatives and appointed for the term of the Council</li> </ul>	<ul style="list-style-type: none"> <li>➤ Efficiency Regime to be agreed and implemented.</li> </ul>
F4: Managing data	<ul style="list-style-type: none"> <li>➤ Data Protection Policy</li> <li>➤ Data Protection training</li> <li>➤ GDPR advice and protocols in place</li> <li>➤ Information Transformation Project</li> <li>➤ Access controls in place on Council network</li> <li>➤ Secure physical access to Council buildings and IT server rooms</li> <li>➤ Corporate strategic CCTV Policy and guidance in place.</li> </ul>	
F5: Strong public financial management	<ul style="list-style-type: none"> <li>➤ Rates Estimates process – Member officer group expanded to include capital and efficiency and transformation issues.</li> <li>➤ Annual Budget setting process and Budgetary reporting systems</li> <li>➤ Financial management detailed in Departmental Business Plans</li> <li>➤ Prudential Framework</li> <li>➤ Compliance with CIPFA's Code on a Prudential Framework for Local Authority Capital Finance and CIPFA's Treasury Management Code</li> <li>➤ Procurement Policy</li> <li>➤ All Committee reports include financial implications</li> <li>➤ Financial Regulations</li> </ul>	

**Core Principal G: Implementing good practices in transparency, reporting and audit to deliver effective accountability**

Supporting Principles	How we meet these principles	Planned Improvement Actions
G1: Implementing good practice in transparency	<ul style="list-style-type: none"> <li>➤ Annual Financial Report published on the Council’s website.</li> <li>➤ The Financial Report and accounts are prepared in line with the Code of Practice on Local Authority Accounting the UK</li> <li>➤ Standard Committee report template</li> <li>➤ Annual fraud report</li> <li>➤ Actual/suspected and alleged fraud reported to the NIAO</li> <li>➤ Transformation and Efficiency Working Group</li> <li>➤ Council minutes including the Performance and Audit Committee on the website</li> <li>➤ All Financial and Performance Annual Reports published on the Council website</li> </ul>	<ul style="list-style-type: none"> <li>➤ Complete recommendations within the External Assessment Internal Audit function.</li> </ul>
G2: Implementing good practices in reporting	<ul style="list-style-type: none"> <li>➤ Annual Accounts published on the Council’s web site</li> <li>➤ Established timescale for submission and approval of annual accounts</li> <li>➤ Performance Improvement – Annual Audit and Assessment Reports published on the council website</li> <li>➤ Publication of statutory performance indicators in line with the Local Government (Northern Ireland) Act 2014 as part of the annual report</li> <li>➤ Annual Governance Statement reviewed by Chief Executive and published on Council’s website</li> <li>➤ Council Committees consider and approve reports which are ratified by full Council</li> <li>➤ Annual review of Corporate Governance carried out by Internal Audit</li> <li>➤ The Annual Accounts are prepared in line with the Code of Practice on Local Authority Accounting in the UK based on International Financial Reporting Standards and the Department of Communities Accounts Direction.</li> <li>➤ Borough magazine</li> </ul>	
G3: Assurance and effective accountability	<ul style="list-style-type: none"> <li>➤ All NIAO recommendations are included on the recommendation tracker with updates reported to Performance &amp; Audit Committee</li> <li>➤ All NIAO (External Audit) reports presented to the Performance &amp; Audit Committee</li> <li>➤ Internal Audit Annual Report and Opinion</li> <li>➤ Assurance Framework – six monthly reporting</li> <li>➤ External audits completed by NIAO</li> <li>➤ NIAO Proper Arrangements Audit</li> <li>➤ NIAO Performance and Assessment Audit</li> <li>➤ NIAO proposals for Improvement reported quarterly (as required)</li> <li>➤ Internal Audit annual review of effectiveness with an external assessment every 5 years.</li> <li>➤ Community Planning Partnership</li> <li>➤ Service Level Agreements with key service providers</li> <li>➤ Departmental Business Plans in place which contain key corporate actions linked to risk and performance measures.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Review of Contract Management Policy and processes</li> </ul>

**PART 6**

**SCHEME OF  
ALLOWANCES  
PAYABLE FOR  
COUNCILLORS**

**ARMAGH CITY, BANBRIDGE AND CRAIGAVON BOROUGH COUNCIL**  
**SCHEME OF ALLOWANCES PAYABLE TO COUNCILLORS 2020 – 2021**

Councillors' allowances are governed by statute. This Scheme is made under the Local Government (Payments to Councillors) Regulations (Northern Ireland) 2012.

1. In this Scheme:
  - 'approved duty' is defined in Schedule 2, as provided for in the Local Government (Payments to Councillors) Regulations (Northern Ireland) 2012
  - 'Department' means the Department for Communities
  - 'guidance' means the Department for Communities Guidance on Councillors' Allowances, Local Government Circular 23/2016 and all the updates including the most recent Local Government Circular 08/ 2020 issued on the 3<sup>rd</sup> April 2020
  - 'Regulations' means the Local Government (Payments to Councillors) Regulations (Northern Ireland) 2012

**2. Basic Allowance**

- 2.1 Subject to sub-paragraph 2.3 below, from 1 April 2020 until 31 May 2021, an annual basic allowance of £15,071, shall be paid to each Councillor.
- 2.2 Not more than one basic allowance is payable to any Councillor.
- 2.3 The basic allowance includes an element for incidental and consumable costs incurred by councillors in their official capacity.

**3. Special Responsibility Allowance (SRA)**

- 3.1 For this period, a special responsibility allowance shall be paid to those Councillors who hold the special responsibilities specified in **Schedule 1**.
- 3.2 The amount of each such allowance shall be the amount specified against that special responsibility in that Schedule. The allowance is only payable when the councillor is carrying out that duty.
- 3.3 Not more than one special responsibility allowance is payable to any Councillor.
- 3.4 Where applicable any responsibility allowances will be paid pro rata.

#### **4. Lord Mayor / Deputy Lord Mayor Allowance**

- 4.1. An allowance of £19,103 will be payable to the Lord Mayor of the Council.
- 4.2. An allowance of £8,490 will be payable to the Deputy Lord Mayor of the Council.

#### **5. Dependants' Carers' Allowance**

- 5.1 Councillors are entitled to claim a dependants' carers' allowance towards reimbursement of reasonable costs necessarily incurred in providing care for a dependant while carrying out an approved duty.
- 5.2 A dependant lives with the claimant and is defined as –
- a child under 16 years old
  - a child 16 years old or more, where there is medical/social work evidence that full-time care is required
  - an adult with a recognised physical/mental disability where there is medical/social work evidence that full-time care is required or
  - an elderly relative requiring full-time care.
- 5.3 A dependants' carers' allowance shall be payable based upon actual receipted costs. Payment will be at the rates given in paragraph 5.4, which are subject to the limits determined by the Department.
- 5.4 For this period, the hourly rate of dependants' carers' allowance for standard care shall be £8.72 and for specialised care shall be £17.44. The monthly maximum for standard care paid to individual councillors shall be £454 and the monthly maximum for specialised care shall be £907

#### **6. Travel and Subsistence Allowances**

- 6.1 A Councillor or committee member is entitled to claim travel and subsistence allowances where expenditure on travelling or subsistence has been necessarily incurred in connection with an approved duty as specified in **Schedule 2**.
- 6.2 The rates of travel allowance for travel by public transport shall not exceed the actual amount paid. Where reasonably available, the cheapest available form of public transport should be used, except in urgent cases.

6.3 The rates of travel allowance for travel by private vehicle shall be the amounts shown below, which are within the maximum determined by the Department for Communities.

<b>TYPE OF VEHICLE</b>	<b>Rate per mile</b>
A pedal cycle	20.0p
A motor cycle	24.0p
A motor car of cylinder capacity exceeding 450cc but not exceeding 999cc	46.9p *13.7p
A motor car of cylinder capacity exceeding 999cc but not exceeding 1,199cc	52.2p *14.4p
A motor car of cylinder capacity exceeding 1,199cc	65.0p *16.4p
An electric car	45.0p **25.0p
Passenger Rate ( per passenger)	5.0p

\* for mileage over 8,500 annual miles.

\*\*for mileage over 10,000miles

6.4 The rates of subsistence shall be the amounts shown below, which are within the maxima determined by the Department for Communities.

<b>PERIOD/MEAL</b>	<b>RATES</b>	
	British Isles £	London £
An absence involving an <b>overnight stay only</b> , away from the normal place of residence	100.70	122.45
<b>Breakfast allowance</b> (more than 4 hours away from the normal place of residence or, where approved by the council, a lesser period before 11 am)	11.50	11.50
<b>Lunch allowance</b> (more than 4 hours away from the normal place of residence or, where approved by the council, a lesser period including the period between 12 noon and 2pm)	13.50	13.50

<b>Tea allowance</b> (more than 4 hours away from the normal place of residence or, where approved by the council, a lesser period including the period between 3pm and 6pm)	4.70	4.70
<b>Evening meal allowance</b> (more than 4 hours away from the normal place of residence or, where approved by the council, a lesser period ending after 7pm)	20.95	20.95
Sub-total for meals	50.65	50.65
Total maximum rate (absence of 24 hours)	151.35	173.10

## 7. **Part-Year Entitlement**

7.1 If an amendment to this scheme is made which affects payment of a basic allowance or special responsibility allowance in the year in which the amendment is made, then in relation to each of the periods –

- (a) beginning with the year and ending with the day before that day on which the first amendment in that year takes effect; or
- (b) beginning with the day on which an amendment takes effect and ending with the day before that day on which the next amendment takes effect, or (if none) with the year,

the entitlement to such allowance shall reflect the proportion of the year when entitlement existed.

7.2 Where the term of office of a councillor begins or ends other than at the beginning or end of a year, entitlement to a basic allowance shall reflect the proportion of the year when entitlement existed.

7.3 Where a Councillor has during part of, but not throughout, a year such special responsibilities as attract entitlement to a special responsibility allowance, that entitlement shall reflect the proportion of the year when entitlement existed.

## **8. Claims and Payment**

- 8.1 Payments regarding basic allowance and special responsibility allowance shall be made in equal instalments of one-twelfth of the amount specified in this scheme on the last working day of each month.
- 8.2 Claims for dependants' carers' allowance, travelling allowance or subsistence allowance must be made in writing within three months, and must be accompanied by receipts, where appropriate.

## **9. General**

- 9.1 In accordance with addendum No2 to circular LG 23/2106 issued by the Department of Communities in May 2019, the following will be applied -

If a Councillor is suspended from carrying out the duties of a Councillor, in accordance with section 59(5) or section 60(1) of the Local Government Act (NI) 2014, the part of basic allowance, special responsibility allowance or chairperson/vice chairperson allowance payable to the councillor in respect for the period for which the Councillor is suspended, will be withheld.

- 9.2 This scheme may be revoked or amended at any time.
- 9.3 Councillors may, if they wish, renounce their entitlement to basic, chairperson, vice chairperson or special responsibility allowances. They can do this by writing to the Chief Executive. A Councillor can subsequently withdraw the renunciation. They can also amend a renunciation (for example, to limit it to one kind of allowance only). The withdrawal or amendment cannot have retrospective effect.

## **SCHEDULE 1 SPECIAL RESPONSIBILITY ALLOWANCES**

The following are specified by Armagh City, Banbridge and Craigavon Borough Council as the special responsibilities in respect of which special responsibility allowances (SRA) are payable and the amounts of those allowances.

<b>Role</b>	<b>No</b>	<b>SRA £</b>	<b>Total £</b>
Committee Chairs	5	7,000	35,000
Party Leader (Group)	5	6,350	31,750
Party Leader (Individual)	1	3,150	3,150
Audit Committee Chair	1	3,150	3,150
*Planning Committee Member (Can Rotate between committee members)	7	5,460	38,220
Partnership Panel	1	3,150	3,150
<b>Total</b>	<b>20</b>		<b>£114,420</b>

## **SCHEDULE 2 – SPECIFIED DUTIES**

In accordance with Regulations, only the following are specified as the duties in respect of which basic allowance, dependants' carers' allowances, and travel and subsistence allowances are available -

1. attendance at a meeting of the council
2. attendance at a meeting of a committee of the council
3. attendance at a meeting of a sub-committee of the council
4. attendance at workshops, or meetings convened by the Chief Executive in connection with Council business
5. the doing of anything approved by a council or anything of a class so approved, for the purpose of, or in connection with, the discharge of the functions of the council, or any of its committees or sub-committees, or as the case may be, of the joint committee or any of its sub-committees.

Regarding point 5, specific duties approved by the Council include –

- *Attendance at conferences, courses, training events*
- *Attendance at Civic and or Official events*
- *Attendance at media events*
- *Any other events or duties which Council may approve during the year*

PART 7

**OFFICERS'  
MANAGEMENT  
STRUCTURE**



# HIGH LEVEL OVERVIEW



**STRATEGIC LEADERSHIP TEAM**

Cohesive Leadership, Clear Vision and Priorities: Flexibility to change with new strategic and policy direction

**CHIEF  
EXECUTIVE**

**POSITION DIRECTORATE**

**STRATEGIC  
DIRECTOR**

**POSITION DIRECTORATE TEAM:** Sharing information, mutual support and flexibility to change with any new strategies and policy direction, within and across Directorates, Departments and Teams

### **Head of Community Planning**

Civic Leadership & Influence  
Strategic & Corporate  
Planning  
Community Planning  
Strategic Partnerships  
Lobbying/Representations  
Master/Spatial Planning  
National & International  
Linkages  
Funding Opportunities  
Environmental/Future  
Scanning

### **Head of Planning**

Area Planning  
Development Management &  
Control  
Conservation

### **Head of Building Control**

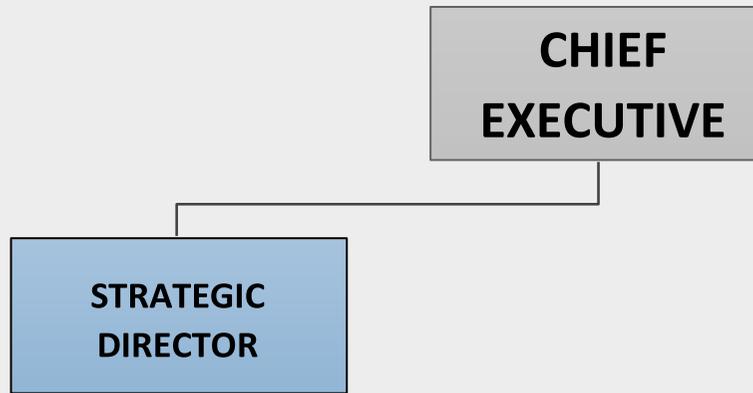
Building Regulations  
Group Functions  
Licensing  
Postal Numbering  
Architectural Heritage

### **Head of Estates & Asset Management**

Capital Programmes –  
Project Management  
Property Maintenance  
Asset/Estate Management  
Fleet Management  
Facility Management &  
Maintenance  
Corporate Energy  
Management

**STRATEGIC LEADERSHIP TEAM**

Cohesive Leadership, Clear Vision and Priorities: Flexibility to change with new strategic and policy direction



**PLACE DIRECTORATE**

**PLACE DIRECTORATE TEAM:** Sharing information, mutual support and flexibility to change with any new strategies and policy direction, within and across Directorates, Departments and Teams

### **Head of Economic Development**

LED  
Business Development & Growth  
Investment  
Employability & Skills Development  
Major Projects  
Capital Schemes

### **Head of Tourism, Arts & Culture**

Tourism – Strategy/Development  
Tourism Facilities & Infrastructure  
Events  
Marketing  
Museums  
Arts  
Culture  
Heritage  
Capital Schemes

### **Head of Regeneration**

Rural Development  
Town Centres  
Public Realm  
Urban Regeneration (DSD Transferring Function)  
Car Parking

**STRATEGIC LEADERSHIP TEAM**

Cohesive Leadership, Clear Vision and Priorities: Flexibility to change with new strategic and policy direction

**CHIEF  
EXECUTIVE**

**PEOPLE DIRECTORATE**

**STRATEGIC  
DIRECTOR**

**PEOPLE DIRECTORATE TEAM:** Sharing information, mutual support and flexibility to change with any new strategies and policy direction, within and across Directorates, Departments and Teams

### **Head of Community Development**

Community Development  
Cohesion  
Community Engagement  
Deprivation/Neighbourhood  
Renewal  
PCSP  
PEACE  
Good Relations  
Community Centres & Town  
Halls  
Grants/Financial Assistance

### **Head of Health & Recreation**

Leisure & Recreation  
Indoor Leisure  
Outdoor Leisure  
Health Promotion  
Parks & Open Spaces  
Sports Development  
Countryside Recreation,  
Management & Access  
Play Provision  
Capital Schemes

### **Head of Environmental Services**

Waste Management &  
Disposal  
Recycling  
Refuse Collection  
Street Cleansing  
Grounds Maintenance  
Civic Amenity Sites  
Toilets  
Sustainable Development  
Renewables  
Cemeteries  
Bio Diversity  
Capital Schemes

### **Head of Environmental Health**

Environmental Health  
Groups Functions &  
Responsibilities  
Health & Safety  
Corporate Health & Safety  
Emergency Planning  
Licensing & Enforcement  
Dog Control  
Animal Welfare

**STRATEGIC LEADERSHIP TEAM**

Cohesive Leadership, Clear Vision and Priorities: Flexibility to change with new strategic and policy direction

**CHIEF  
EXECUTIVE**

**PERFORMANCE DIRECTORATE**

**STRATEGIC  
DIRECTOR**



**PERFORMANCE DIRECTORATE TEAM:** Sharing information, mutual support and flexibility to change with any new strategies and policy direction, within and across Directorates, Departments and Teams

### Head of Finance & IT

Financial Sustainability  
Financial Planning (MFTP)  
Management Accounting  
Treasury & Banking  
Financial Management & Accounting  
Procurement  
Payroll  
ICT  
Insurance  
Business Continuity Planning

### Head of Legal & Democratic Services

Governance  
Committee/Supporting Arrangements  
Officer – Member Relationships  
Legal Services  
Democratic Services  
Constitution  
Records Management incl FOI/Data Protection  
Elections  
Register of Interests  
Registration – Births, Deaths & Marriages

### Head of Human Resources & Org Development

Culture & Values  
Organisational Development  
Recruitment  
Equal Opportunities  
Learning & Development  
Employee Relations  
Employee Reward  
Attendance Management

### Head of Performance & Audit

Performance & Improvement  
Operating Models  
Corporate Performance & Reporting  
Integrated Service Delivery  
Efficiency & Reform  
Service Excellence  
Audit & Risk



**Armagh City  
Banbridge  
& Craigavon**  
Borough Council

**Armagh City Banbridge & Craigavon Borough Council**  
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