

Public Document Pack

**Democratic Services Section
Legal and Civic Services Department
Belfast City Council
City Hall
Belfast
BT1 5GS**

9th August, 2022

MEETING OF People and Communities Committee

Dear Alderman/Councillor,

In addition to those matters previously notified to you, the following item(s) will also be considered at the meeting to be held at 5.15 pm on Tuesday, 9th August, 2022.

Yours faithfully,

John Walsh

Chief Executive

AGENDA:

5. **Physical Programme and Asset Management**

(c) Partner Agreement Update - Shore Road Playing Fields (Pages 1 - 4)

7. **Issues Raised in Advance by Members**

(a) Review of Non-Residential Fees for the re-opening of graves in Blaris Cemetery for Colin Residents - Councillor Michael Collins

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Subject:	Partner Agreement – Shore Road Playing Fields
Date:	9 August 2022
Reporting Officer:	David Sales, Director of Neighbourhood Services
Contact Officer:	Catherine Taggart, Neighbourhood Services Manager

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Some time in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in	
Is the decision eligible for Call-in?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report or Summary of main Issues
1.1	To advise committee that the Partner Agreement at Shore Road Playing Fields is cancelled due to the Club being unable to provide evidence of appropriate insurance in accordance with the terms of the Agreement.
2.0	Recommendations
2.1	Committee is asked to note the content of the report.
3.0	Main report

3.1	<p>In the course of a regular monitoring meeting with the Club, officers were informed that the Club are currently operating uninsured. The Club provided two reasons for this; the first that their previous insurers are no longer providing cover in Northern Ireland; the second that is that the Club's brokers have been unable to source alternative cover due to the outstanding claim. The Club explained that the high premium is due to an unresolved personal injury claim against them. Council was previously aware of this claim.</p>
3.2	<p>The Club is currently non-compliant with the requirements of the Partner Agreement, specifically within the Agreement's Section 16 Insurance and Indemnity. Departmental officers have consulted with Council's Insurance Officer who has advised that the current situation is deemed to put Council at an unacceptable level of risk. Accordingly, as a material breach of the Agreement has taken place, Council will cancel the Agreement with immediate effect. Council will write to the Club to advise of this. Cancellation of the Agreement will permit reinstatement in the event that the Club provides evidence of appropriate insurance cover to the Council's satisfaction. An alternative action would be for Council to terminate the Agreement.</p>
3.3	<p>The Agreement requires the Club to manage a Sports Programme with a value of £20,000 per annum paid quarterly. Cancellation of the Agreement shall mean that no payment for Sports Programme activities delivered after the date of cancellation will be processed.</p>
3.4	<p>The Agreement requires the Club to manage service operations at the facility including keyholding. Cancellation of the Agreement will remove these requirements and Council staff within the Open Spaces and Streetscene section will need to resume operational responsibility for the facility.</p>
3.5	<p>The Agreement provides the Club and its named partners to have advance priority booking privileges at the facility. Existing bookings at the site will be honoured based on current booking procedures.</p>
3.6	<p><u>Financial Implications</u></p> <p>It is anticipated that the Club will move to fulfil its responsibilities regarding insurance and Council will reinstate the Agreement when satisfactory insurance is secured. In the interim the Partner Payment of £20,000 per annum for the sports development programme will be held pending reinstatement of the Agreement up to 31 March 2023. The Council's Open</p>

	<p>Spaces and Streetscene section will be required to provide staff to operate the facility. It is likely that this cover will be provided through casual Mobile Facility Attendants.</p> <p><u>Equality Impact/Rural Needs Assessment</u></p> <p>There are no additional impacts related to this report.</p>
4.0	Appendices – Documents Attached
4.1	None

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