

# **Affordable Warmth Scheme**

## **SERVICE LEVEL AGREEMENT**

**between**

**DEPARTMENT FOR COMMUNITIES**

**and**

**11 Local Government Councils NI  
2016/17**

Antrim & Newtownabbey Borough Council  
Ards & North Down Borough Council  
Armagh City, Banbridge & Craigavon Council  
Belfast City Council  
Causeway Coast & Glens Borough Council  
Derry City and Strabane District Council  
Fermanagh & Omagh District Council  
Lisburn & Castlereagh City Council  
Mid & East Antrim Borough Council  
Mid Ulster District Council  
Newry Mourne & Down District Council

**Date: June 2016**

## **1. Overview**

The Department for Communities (DfC) is responsible for developing policy and implementing programmes to tackle fuel poverty and improve the thermal comfort of low income households across Northern Ireland. The Affordable Warmth Scheme is DfC's primary scheme for tackling fuel poverty. DfC will work in partnership with all local councils and the Northern Ireland Housing Executive to deliver the Affordable Warmth Scheme.

The Affordable Warmth Scheme targets identified low income households and delivers energy efficiency improvement measures to qualifying households.

All parties will use opportunities during the life of this agreement to display a commitment to work together in support of government aims to improve household energy efficiency.

## **2. Purpose of this Document**

The purpose of this Service Level Agreement (SLA) is to provide clarity in terms of accountability, policy, operation and reporting procedures for each of the parties and in particular to:

- reaffirm the scope of the scheme;
- describe the roles and responsibilities of each party;
- set out the financial arrangements; and
- detail the arrangements for monitoring performance in relation to the scheme.

The measures available under this scheme are listed at Appendix 1.

## **3. Scope**

The Affordable Warmth Scheme aims to improve domestic energy efficiency of targeted households living in severe fuel poverty. It is expected to reduce energy consumption in eligible private housing by targeting low income households most at risk of fuel poverty.

The Housing Executive will maintain a central record of all completed surveys referred to it and their progress. When local council officials have completed the survey and referred the survey to the Housing Executive, any query regarding that application should be directed to the Housing Executive to resolve.

DfC will provide agreed funding to each local council to administer the Affordable Warmth Scheme. The Housing Executive will transfer agreed funds to each local council on a quarterly basis. In 2016/17 that is £38,250 in Quarter 1 and £23,000 in each of Quarters 2, 3 and 4.

## 4. Roles and Responsibilities

### The Department for Communities

(a) The Department for Communities will:

- provide advice to the Housing Executive regarding the policy of the scheme as required;
- provide each local council with data detailing the households to be targeted where appropriate;
- set a target for referrals which local councils will deliver to the Housing Executive annually and monthly;
- continually monitor and evaluate the scheme through reporting arrangements with the Housing Executive and local councils;
- seek feedback from its Social Welfare Group re Benefit Entitlement Checks;
- consider changes that will improve process or impact as the scheme develops;
- on completion of the scheme complete a full evaluation;
- provide reporting templates for local councils monthly progress reports.

### The Local Council's Role

(b) Each local council will be provided with details of households considered to potentially meet the conditions of the scheme. Each local council will:

- with the consent of the targeted householder, conduct a survey to collate and verify financial information to confirm eligibility for the scheme;
- have discretion regarding accepting self referrals (as defined by DfC). Local councils **must** bear in mind that Affordable Warmth is primarily a targeted scheme;
- refer a total of 46 completed surveys to their local Housing Executive Grant Office each month from May 2016 to March 2017, the number of self referrals included in the total of 46 referrals should not exceed 20%. Any change will be formally notified by the Department. Additional referrals will

not be accepted without prior agreement with DfC and Housing Executive;

- the number of referrals may be adjusted in year due to budget change or scheme performance, however, numbers would be small;
- ensure that when an application is received by Building Control that officials arrange for measures to be inspected. Building Control officials will confirm to the Housing Executive whether the installation is in compliance with the building regulations;
- provide householders participating in the scheme with information regarding energy advice;
- manage and respond to complaints concerning local council staff regarding the Affordable Warmth Scheme;
- meet with the Housing Executive and DfC at least quarterly to discuss the progress of the scheme and discuss any areas of concern;
- participate in both the established Coordinator and Senior Officer groups and other ad hoc meetings as and when required;
- where the householder agrees, refer their details (name, address, contact number) to the Social Welfare Group for the purposes of conducting a Benefit Entitlement Check with them.

### **The Northern Ireland Housing Executive's Role**

- (c) The Northern Ireland Housing Executive is a non departmental public body. Therefore it will not be a signatory to this SLA as the DfC and the Northern Ireland Housing Executive has an established accountability process. This accountability process sets out the controls to be exercised over the different areas of the Housing Executive's activities by the DfC directly or by the Housing Executive itself. The prime purpose is to assist the Permanent Secretary of DfC in discharging his responsibilities in relation to Housing Executive systems and as such represents a formal statement by DfC of the standards it requires the Housing Executive to achieve in relation to the probity of activities.

## **5. Financial Arrangements**

Local councils will be responsible and accountable for the management of the Affordable Warmth budget allocated to them. Each local council must ensure the Affordable Warmth budget is ring fenced for Affordable Warmth activities.

## **6. Monitoring & Reporting**

Each local council will provide the DfC with monthly progress reports regarding the number of:

- surveys completed;
- households that do not wish to proceed with the scheme;
- the number of self referral surveys completed; and
- numbers and details of referrals to other schemes or services.

Local councils will share any Audit recommendations concerning Affordable Warmth and consider those to improve the management of the scheme. This will be done in consultation with DfC.

## **7. Accountability**

Overall accountability for the delivery of the scheme rests with the Accounting Officer of DfC as the funding department. However, each receiving organisation is accountable for its own finances and ensuring that appropriate controls are in place in order to provide them with the necessary assurances regarding expenditure.

## **8. Review of the Service Level Agreement**

The Service Level Agreement will be reviewed no later than twelve months from the date it comes into effect and at regular intervals there from, as agreed by Affordable Warmth Senior Managers Group. Changes will be made by agreement between DfC and all parties to this Service Level Agreement.

## **9. Limited Liability**

The local council shall have no liability to the Department for any loss or damage sustained by the Department as a result of the Department relying on any information supplied to it by the local council under this agreement.

## **10. Termination of SLA**

Once entered into, the SLA can be terminated within three months written notice from any Party. Any party may also terminate the Agreement without notice, for any of the following reasons:-

- a) any breach by the other of its obligations under this Agreement; and

- b) in the case of a breach capable of rectification, where such breach has not been rectified by the other party within 14 days of it being given notice of same.

## **11. Confidentiality and Data**

All Parties are to take cognisance of the Data Protection and Freedom of Information legislation. Where information provided under this Agreement includes personal data, the Parties shall enter into an appropriate Data Sharing Agreement.

**Department for Communities  
June 2016**

**Appendix 1****Affordable Warmth Measures**

Prioritised list of measures available under the Affordable Warmth Scheme:

<b>Priority rating</b>	<b>Conditions in existing property</b>	<b>Improvement measures available</b>
Priority 1 - Insulation	No cavity wall insulation	Install cavity wall insulation
	Ineffective cavity wall insulation	Remove and replace cavity wall insulation
	No loft insulation or below minimum	Installation or top up of roof space insulation to 270mm
	No hot water jacket	Install hot water jacket
	Ineffective or no draught proofing	Draught proof windows/doors
Priority 2 - Heating	No heating system exists	Installation of natural gas or oil heating
	Conversion of existing LPG or solid fuel system	Installation of natural gas or oil heating
	Conversion of Economy 7	Conversion to natural gas (or oil where natural gas isn't available) or conversion to high efficiency storage system
	Householder 65 or over, or with child under 16, or receiving a disability benefit and with a boiler over 15 years old	Boiler replacement and new radiators where required
	Heating system exists without controls	Add heating controls
	Heating system exists but radiators defective	Replace radiators as needed
Priority 3 - Windows	Windows in disrepair	Repair/replace windows with double glazing if draught proofing is not possible
Priority 4 - Solid wall	Solid wall with no insulation	Internal/external insulation

**FORMAL COMMITMENT**

Signed  
On behalf of the Department for Communities

Dated

Signed  
On behalf of \_\_\_\_\_ Council

Dated