



Title of Report:	Regional Planning Property Certificate Unit SLA
Committee Report Submitted To:	Planning Committee
Date of Meeting:	22 February 2023
For Decision or For Information	For Decision

Linkage to Council Strategy (2021-25)	
Strategic Theme	Improvement and Innovation
Outcome	Council maintains its performance as the most efficient of NI's local authorities
Lead Officer	Head of Planning

Budgetary Considerations	
Cost of Proposal	No additional costs - income
Included in Current Year Estimates	yes
Capital/Revenue	
Code	34001 4370
Staffing Costs	No additional costs

Screening Requirements	Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals.		
Section 75 Screening	Screening Completed:	N/A	Date:
	EQIA Required and Completed:	N/A	Date:
Rural Needs Assessment (RNA)	Screening Completed	N/A	Date:
	RNA Required and Completed:	N/A	Date:
Data Protection Impact Assessment (DPIA)	Screening Completed:	N/A	Date:
	DPIA Required and Completed:	N/A	Date:

1.0 Background

- 1.1** The NI Property Certificate Central Unit (NIPCU), which serviced Northern Ireland from a centre in Enniskillen, was one of the core functions which transferred to the new Councils on 1 April 2015. From 1 April 2015, the NIPCU became known as 'The Regional Property Certificate Unit' (RPCU).
- 1.2** The Regional Property Certificate Unit (RPCU) uses the Planning Portal system to administer and process property certificate applications, submitted by, or on behalf of, the public, in the conveyancing process of land and property acquisition.
- 1.3** To avoid splitting the functions of the RPCU and it being divided across the various District Councils in Northern Ireland, the unit was retained as a shared service operated by Fermanagh and Omagh District Council (FODC), acting as an agent for the other District Councils in Northern Ireland. The transfer of function required the RPCU to enter into a Service Level Agreement (SLA) with the ten Councils.

2.0 Details

- 2.1** A new single Regional Planning IT System went live in December 2022. The SLA covers response times, the provision of feedback, allocation of income, quality of information provided and the need to take responsibility for that information in the event of a legal challenge.
- 2.2** This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the RPCU (as part of FODC)) and the Councils for the provision of services in the distribution of information relating to property identification, along with an agreed set of queries to statutory Consultees, as a result of an application, and issuing collated responses received to enquirers, in a timely manner.
- 2.3** This Agreement remains valid from the date of signature, until superseded by a revised agreement mutually endorsed by all the stakeholders.
- 2.4** This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.
- 2.5** The Service Level Agreement is attached at Appendix 1.

3.0 Recommendation:

- 3.1** **IT IS RECOMMENDED** that the Committee agrees to the SLA and for the Head of Planning to sign.

Service Level Agreement (SLA) between the Regional Property Certificate Unit (RPCU) and Ten District Councils

Effective Date: 1 February 2023

Document Owner:	Fermanagh and Omagh District Council (FODC)
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Version

Version	Date	Description	Author
1.0	01-04-2015	Service Level Agreement	FODC
1.1	21-09-2015	Service Level Agreement	FODC
1.2	18-01-2016	Service Level Agreement	FODC
1.3	27-01-2016	Service Level Agreement	FODC
1.4	21-04-2016	Service Level Agreement	FODC
1.5	11-05-2016	Service Level Agreement	FODC
1.6	01-02-2023	Service Level Agreement	FODC

Approval

By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.

Approvers	Role	Signed (Signature, Printed Name and Job Title)	Date
Regional Property Certificate Unit - FODC	Service Provider/Agent	Catherine Leonard Acting Deputy Director of Corporate Services and Governance	
Antrim & Newtownabbey Borough Council	Customer		
Ards & North Down Borough Council	Customer		

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

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1. Introduction

The NI Property Certificate Central Unit (NIPCU), which serviced Northern Ireland from a centre in Enniskillen, was one of the core functions which transferred to the new Councils on 1 April 2015. Arising from discussions between the former Department of the Environment (now Department for Communities) and the eleven District Councils represented on the Property Certificate Strand of Planning Reform and Transfer of Functions Project, it was agreed to retain the NIPCU as a shared service arrangement within the Fermanagh and Omagh District Council (FODC). In this way, the unit was able to continue its operations, ensuring business continuity. From 1 April 2015, the NIPCU became known as 'The Regional Property Certificate Unit' (RPCU)

The Regional Property Certificate Unit (RPCU) uses the Planning Portal system to administer and process property certificate applications, submitted by, or on behalf of, the public, in the conveyancing process of land and property acquisition. The integrity and management of the Planning Portal system was the responsibility of the Department of the Environment (DoE) until 8 May 2016 and from 9 May 2016 moved under the control of Department for Infrastructure (DfI). Governance of the Planning Portal system is determined by the Planning Portal Governance Board, referred to as the Governance Board, comprising representatives from ICT providers, DfI and Councils.

The Planning Portal Service is provided by the DfI, referred to as the Department, who will manage all third parties in the provision of the service. This remains a critical element in the efficient turnover of applications.

To avoid splitting the functions of the RPCU and it being divided across the various District Councils in Northern Ireland, the unit was retained as a shared service operated by Fermanagh and Omagh District Council (FODC), acting as an agent for the other District Councils in Northern Ireland. The transfer of function required the RPCU to enter into a Service Level Agreement (SLA) with the ten Councils.

A new single Regional Planning IT System went live in December 2022.

The SLA covers response times, the provision of feedback, allocation of income, quality of information provided and the need to take responsibility for that information in the event of a legal challenge.

DfI has sole responsibility for the determination of regionally significant applications.

The income generated by property certificates will be collected by Fermanagh and Omagh District Council (FODC) in its capacity as an agent and paid across all Councils, based on the number of property certificates issued per Council area.

Deviation from the projected costs assigned for the service will be shared equally amongst the Councils.

2. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the RPCU (as part of FODC)) and the Councils for the provision of services in the distribution of information relating to property identification, along with an agreed set of queries to statutory Consultees, as a result of an application, and issuing collated responses received to enquirers, in a timely manner.

This Agreement remains valid from the date of signature, until superseded by a revised agreement mutually endorsed by all the stakeholders.

This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

3. Goals & Objectives

The purpose of this SLA is to outline the services provided by the RPCU t on behalf of ten District Councils in requesting, collating, and delivering accurate and timely responses from statutory bodies to applicants in relation to identified property. The SLA is a commitment to ensuring that the proper elements are in place between parties to the consultation process to provide effective and timely responses.

The goal of this Agreement is to obtain mutual agreement on the standard of service that Councils wish to be associated with.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities;
- Present a clear, concise, and measurable description of service provision to the customer; and
- Match perceptions of expected service provision with actual service delivery.

4. Stakeholders

The following Service Provider and Customers will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Processing Unit: Regional Property Certificate Unit (“Service Provider”); and
Responsible Body: Ten District Councils (“Customers”).

5. Periodic Review

This Agreement is valid from the date of signature outlined herein and is valid until further notice. This Agreement should be reviewed, at a minimum, once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Director of Corporate Services and Governance of FODC** is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. **FODC** (The Document Owner) will incorporate all subsequent approved revisions and obtain mutual agreements/approvals as required.

Any signatory to this agreement may request to participate in a review of the document, and as a result, the Document Owner will be responsible for organising such a signatory review and issue invitations accordingly.

Review Period	Annually
Next Review Date	1 February 2024

6. Response Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement:

6.1 Service Scope

The following are covered by this Agreement:

- Provision of a shared service property certificate function relating to Planning, Roads, Sewage and Environmental Issues;
- Delivery of a completed Property Certificate as a result of an application;
- Responsibility for quality of information;
- Performance feedback to all stakeholders; and
- Distribution of property certificate income.

6.2 Customer Responsibilities

Customer responsibilities in support of this Agreement include:

- Support for the RPCU as the shared service provider;
- Timely and accurate provision of planning information for sites identified in applications for their area;
- Timely provision of notice of any issues that will delay a response relating to planning information; and
- Sharing of additional overhead costs resulting from a deviation from projected costs, equally between the ten Councils.

6.3 Service Provider Responsibilities

Service Provider responsibilities in support of this Agreement include:

- Meeting response times associated with property certificates and ensuring accuracy of those responses;
- Providing appropriate feedback to Customers on performance;
- Reporting on numbers of property certificates issued per Council area;
- Distributing income to each Council area in relation to applications issued on a quarterly basis;
- Provide an annual statement of accounts for each of the participating Councils and to SOLACE; and

- Reporting on annual review of this document to all signatories

6.4 Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders; and
- Received and uploaded information is quality assured.

7. Policy framework/constitution/financial regulations

FODC, as an agent, is responsible for the financial administration for the RPCU t on behalf of the ten Councils, including the processing and recording of financial transactions which will be clearly distinguishable and recorded in a separate cost code. In doing so, it will utilise its own financial expertise, systems, and controls. Records will be maintained for all financial transactions.

Following a detailed and lengthy review by H M Revenue and Customs (HMRC) on the VAT treatment of Regional Property Certificate Unit fee income, which included lengthy correspondence and significant challenge from the Council and its VAT and Legal advisors, HMRC has decided that the RPCU fee income is liable to VAT as a business activity, as from 01st July 2019.

FODC is responsible for recording all revenues, costs, assets, and liabilities of the RPCU and will utilise its own banking facilities on behalf of the RPCU .

The Chief Financial Officer is responsible for ensuring that an effective system of internal financial control is maintained and operated by FODC. The system can provide only reasonable and not absolute assurance that assets are safeguarded, transactions authorised and properly recorded, and that material errors or irregularities are either prevented or would otherwise be detected within a timely period.

FODC operate within approved Financial Regulations which form part of the Council's Constitution which is available on its website. <http://www.fermanaghomagh.com>.

FODC prepare for the RPCU an annual Estimate of Income and Expenditure and a Statement of Account for each year end for approval by the Councils. A financial report will also be submitted to SOLACE, for its consideration in order to assist with any decisions, directions and or recommendations it may wish to make in relation to the operations and financial resources necessary for the function of the Property Certificate Unit.

RPCU fee income, previous to transferring to Councils, was considered a non-business activity in Central Government and hence not subject to VAT. However, VAT on the issuing of Property Certificates came into effect on 1st July 2019.

The RPCU will be subject to internal audit or investigation where it is deemed necessary. This work will be undertaken by the internal audit function of FODC who operates to Public Sector Internal Audit Standards. Any internal audit or investigation report will be provided to the Chief Financial Officer and presented to the Council.

Legal costs incurred in dealing with inaccurate information and any subsequent complaints will be borne by the relevant Council Planning Service. FODC will discharge any financial responsibility for the other parties VAT accounting to which it is acting as an agent. The VAT accounting remains the sole responsibility of the customer, with the RPCU acting only as an agent in collecting and administering the income.

8. Quality and accuracy of information

The RPCU does not have access to planning information, nor does it have competency in this area of work and therefore, cannot audit or quality check returns. It is therefore important all returns are accurate, as well as timely.

Council planning services do not deal with Regionally Significant applications, and it is the responsibility of the Dfl to ensure accurate information relating to these.

In the event information is found to be inaccurate, the RPCU will re-issue a “free of charge” revised certificate and the responsible body should ensure the accuracy of returned information within 2-5 days.

9. Response Management

Effective delivery of the RPCU is a result of maintaining an adequately resourced and committed workforce and the consistent achievement of agreed targets. The following targets provide an agreed service level between parties to achieve an effective service:

	SERVICE LEVEL	PERFORMANCE TARGET
1	RPCU to manage and maintain a consistent turnaround time from upload of application to delivery of property certificate within 10 days	90%
2	Council Planning Service to return accurate and complete responses within 5 working days of the application being uploaded onto the digital system	90%
3	FODC to distribute income from property certificates issued to each of the ten Councils on a quarterly basis	100%
4	FODC to provide an annual statement of accounts for each of the ten Councils by the end of June	100%
5	RPCU to provide annual Consultee Performance Report to all stakeholders to this agreement by June following the end of the previous financial year.	100%