

THIS AGREEMENT is made the XX day of XX 2017

BETWEEN:

- (1) BELFAST CITY COUNCIL (“the Council”) with principal Office at Belfast City Hall; and
- (2) THE COMMISSIONER OF VALUATION FOR NORTHERN IRELAND (“the Commissioner”) with principal Office at Lanyon Plaza , Belfast.

1.0 PURPOSE OF THE AGREEMENT

- 1.1 This Agreement provides a formal framework for the Council to provide a key data set to the Commissioner and the district valuer in respect of each unit of building works which is regulated under the Building Regulations (Northern Ireland) Order 1979.
- 1.2 The purpose of this Agreement is to detail the arrangements necessary to ensure that the Council provides an efficient and effective delivery of the key data sets to the Commissioner and the district valuer to enable timely and accurate valuations for the purposes of the 1977 Order. The Agreement also considers throughout the adequate protection of public funds.
- 1.3 Under this Agreement responsibility for the capture of physical survey data on new build and altered properties within the local government district of Belfast will rest with the Council. The Commissioner and the district valuer will be responsible for the carrying out of a valuation upon receipt of a key data set from the Council.

2.0 DEFINITIONS AND INTERPRETATION

- 2.1 The following terms shall have the following meanings for the purposes of this Agreement:

“the 1977 Order” means the Rates (Northern Ireland) Order 1977;

“district valuer” has the meaning assigned to it by Article 2(2) of the 1977 Order;

“key data set” includes –

- (a) the documents listed at clause 4.3 below; and
- (b) the details referred to in Appendix A to this Agreement

“RICS” means Royal Institute of Chartered Surveyors

“Term” means, subject to clause 14, the period of 30 months commencing on 1 October 2016;

“LPS ” means the Land & Property Services, Department of Finance and Personnel.

- 2.2 Headings contained in this Agreement are for reference purposes only and should not be incorporated in this Agreement and shall not be deemed to be any indication of meaning of the clauses to which they relate.

3.0 APPOINTMENT

- 3.1 The Commissioner appoints the Council to provide the services set out in clause 4, according to the specification set out in that clause, for the Term in return for the charges set out in clause 5.

- 3.2 Notwithstanding rights and obligations under existing Rates Order 1977 and Building Control legislation the Commissioner authorises identified Building Control staff to carry out appropriate property measuring and data collection in order to assist the production of a rating or property taxation assessment

4.0 SPECIFICATION OF SERVICES TO BE PROVIDED

- 4.1 To supply key data sets (as per Appendix A) in respect of building works that the Council is notified of within its district. It is recognised that there are

situations, albeit limited in number, whereby alterations to properties occur and the Council is not notified. These will be regarded as outside the scope of this Agreement. It is also recognised that there are situations where the council is not notified of certain stages of works being carried out as required by the applicant or other responsible person, including at completion of the works. In such cases, where site access for survey purposes is not available and the council has made reasonable efforts to request access, the council will supply a pre-drawn survey as an estimate.

4.2 Building works will include all new residential properties, new non-residential works, extensions and alterations to existing properties including retrospective applications received by the Council that require a revaluation of the property for the purposes of the 1977 Order as set out in Appendix A

4.3 The Council will be responsible for the delivery of a key data set for each new build and altered property in accordance with Appendix A.

This data set will be delivered electronically and will include:

- top sheet
- Digital image of front elevation and rear elevation where available and any unusual features
- Validated street name and number for each unit
- Outline sketch
- Mathematical breakdown of the building dimensions in accordance with the RICS (General Practice) Methods of Measurement and the LPS Code of Measuring Practice.

4.4 Whilst the method of measurement will be that as set out by the RICS/LPS Codes of Measurement, to ensure consistency the Council will follow existing LPS working practices and procedures as appropriate.

5.0 CHARGES

5.1 Charges will be billed monthly by the Council and paid within 30 days of issue. For each unit of building works, charges will be set as follows for the term set out in 2.1:

Up to 31 st March 2018	£65
1 st April 2018 – 31 st March 2019	£55

5.2 The Council will strive to attain an integrated approach with enhanced efficiencies, particularly encouraging product information improvements received from the public.

6.0 DELEGATION

The Council shall not delegate any duties or obligations arising under this Agreement otherwise than may be expressly permitted under its terms.

7.0 VARIATION

This Agreement may be modified at any time by mutual consent, such modifications to be evidenced by exchange of memoranda by the signatories to the Agreement or their delegated representatives.

8.0 DATA PROTECTION, HUMAN RIGHTS ETC

The parties shall comply with their obligations under the Data Protection Act 1998, Article 8 of the European Convention on Human Rights ,the Bribery Act 2010 the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the common law rules on confidentiality.

9.0 INDEMNITY

- 9.1 Neither party excludes or limits liability to the other party for:
- i. Death or personal injury caused by its negligence; or
 - ii. Fraud; or
 - iii. Fraudulent misrepresentation;
- 9.2 Subject to 9.3 below the Council hereby undertakes to keep the Commissioner and the district valuer indemnified from and against all loss damage or liability suffered and legal fees and costs incurred by the Commissioner or the district valuer resulting from the negligence of the Council or its employees in the carrying out of its responsibilities under this Agreement.
- 9.3 In relation to the data to be supplied by the Council to the Commissioner under this Agreement the Council hereby undertakes to keep the Commissioner and the district valuer indemnified from and against all direct loss damage or liability suffered and legal fees and costs incurred by the Commissioner or the district valuer resulting from the negligence of the Council or its employees in and about the collection of such data or its communication to the Commissioner. The Council shall have no liability under this clause to the Commissioner in respect of any indirect or consequential loss of any nature whatsoever. The Council's liability under this clause shall be limited to a sum of £1000 in respect of any one event.

10.0 RIGHTS CUMULATIVE

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.

11.0 MONITORING AND REVIEW OF THE AGREEMENT

- 11.1 Effective monitoring is the duty of both parties and will be the responsibility of the respective direct line managers in the Council and LPS District Office. Meetings will take place on a monthly basis and regular updates shall be provided to the Building Control Manager and the Commissioner of Valuation.
- 11.2 Throughout the duration of this Agreement, the Council will continue to supply all listings of commencement, completion notice ready, occupation and completion for building work where they are notified.

12.0 STANDARDS OF SERVICE

- 12.1 The Council recognises the Commissioner's requirements for a professional and effective level of service. Target Performance Standards for the service to be provided under this Agreement will cover timeliness and quality and are set out below.

Performance Indicators

Actual or temporary Street Naming and Numbering for each unit before delivery	Target 100% Quality
3% in the accuracy of sketch for each unit measured against Standard Method of Measurement	Target 95%
Accuracy of breakdown figure assessed against standard method of measurement	Target 95%
Quality of digital image provided for each unit. Legible digital image provided for each unit	Target 100%
Survey for each new domestic unit/type within 20 working days of CNR date	Target 95% Quantity
Survey for each altered domestic unit/type within 30 working days of occupiable date	Target 95% Quantity
Survey for each new non domestic unit/type within 20 working days of occupiable date	Target 95% Quantity

Survey for each altered non domestic unit/type within 30 working days of occupiable date	Target 95% Quantity
Survey of all retrospective building work at completion for the purposes of regularisation	Target 100%
Listing of commencement, completion, completion notice ready and occupiable properties to be supplied monthly	Target 100%

12.2 Works will be subject to quality controls and audits by LPS. These will be in the form of evaluation of product sent to LPS as well as work on site. In order to verify the acceptable product quality joint inspections may be carried out

12.3 Performance Indicators will be monitored at regular LPS / Council meetings as detailed at 11.1

13.0 LIAISON BETWEEN PARTIES

13.1 LPS will provide all necessary initial training, and any additional training as required or where the line manager in Building Control feels it is necessary.

13.2 The Council will use their commencement lists, CNR lists and regular site visits to identify properties.

13.3 Whilst the Council will endeavour to supply quality data within the agreed timescales it is recognised that the Commissioner has the right to intervene and collect data where targets are not being met. The Council will not be authorised to charge for surveys which have already been completed by the Commissioner or the district valuer nor retain charges for units of building works which have to be re-surveyed by the Commissioner or the district valuer.

13.4 Without prejudice to 13.3 above, on instruction from the Commissioner, the Council will re-survey and collect the “key data set” until the agreed standard has been met.

13.5 Any appeal or challenges to the measurements or data captured are to be handled by the LPS. Where these are successfully upheld, the Building Control Manager is to be informed of any errors.

14.0 TERMINATION

14.1 This Agreement may be terminated by 3 months' notice in writing from the Commissioner or his delegated representative or from the Building Control Manager on behalf of the Council.

14.2 This Agreement may also be terminated without notice by either party in the following circumstances:

- (a) where the other party is in breach of its obligations under this Agreement and, in the case of a breach capable of rectification, it has not been rectified by the other party within 14 days of it being given notice in writing of same;
- (b) where the other party is in breach of its obligations under this Agreement and the breach is not capable of rectification.

15.0 TERMINATION CONSEQUENCES

15.1 In the event of this Agreement being determined whether by effluxion of time, notice, breach or otherwise, either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under the Agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it.

15.2 Any right or remedy to which either party is or may become entitled under this Agreement or in consequence of the other's conduct, may be enforced from time

to time separately or concurrently with any right or remedy given by this Agreement or now or afterwards provided for and arising by operation of law so that such rights and remedies are not exclusive of the other or others but are cumulative.

16.0 FORCE MAJEURE

16.1 Neither Party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from Force Majeure (including industrial action, strike, walk out, riot, civil disobedience or any other contingency whatsoever beyond its reasonable control).. The party affected by such circumstances will promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than one Month, either Party may terminate this Agreement by written notice to the other party.

16.2 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause 16.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

17.0 WAIVER

17.1 Any waiver or relaxation either partly, or wholly of any of the conditions of this Agreement will be valid only if it is communicated to the other party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract will not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

17.2 The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Agreement.

17.3 A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Agreement. The remedies available to either party do not exclude rights provided by law.

18.0 DISPUTES

All disputes or differences which at any time arise between the parties whether during the Term or afterwards touching on or concerning this Agreement or its construction or effect or the rights, duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Agreement shall, in the first instance, be referred to the Commissioner and the Building Control Manager or nominated representatives. In the event of the failure of the Commissioner and the Building Control Manager or their nominated representatives to resolve a dispute or difference, it shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the [Chartered Institution of Arbitrators] in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force.

19.0 GOVERNING LAW

It is hereby agreed that this Agreement shall be governed by the law of Northern Ireland.

Commissioner of Valuation for Northern Ireland

PRESENT when the Corporate Seal
Of BELFAST CITY COUNCIL
was affixed hereto

LORD MAYOR

CHIEF EXECUTIVE

The Property Data Set

Domestic Properties

New Domestic Properties

This includes any new domestic property to be entered into the Valuation List, mainly terrace, semi-detached, detached, apartment (small and large multi unit buildings).

The nature of the property development can range from quite simple and similar to many adjacent properties particularly in urban areas to the more complex design properties in urban and rural areas.

Data Set for new domestic property

- (1) Electronic Sketch produced by Building Control derived from plans submitted, showing area calculations. On site confirmation by Building Control is required to confirm that the actual build has not deviated significantly from plans submitted. (If the difference is significant Building Control will be expected to supply an accurate survey reflecting premises as built)**
- (2) Photographs of property sufficient to enable LPS “desk based” acceptance of the electronic sketch submitted**
- (3) Provision of “front sheet” property details.**
- (4) Where the new property is part of a development of similar house types and items (1) (2) & (3) have been supplied for the initial house types, Building Control will submit a “similar to” sketch and photograph along with item (3).**

Domestic Alterations

This relates to physical alterations to the domestic property and can range from simple small alterations e.g. porch or garage to major alterations such as significant extension or an additional storey.

Data Set for altered domestic property

- (1) Electronic Sketch produced by Building Control derived from plans submitted, showing area calculations. On site confirmation by Building Control is required to confirm that the actual build has not deviated significantly from plans submitted. (If the difference is significant Building Control will be expected to supply an accurate survey reflecting premises as built)**
- (2) Photographs of property sufficient to enable LPS “desk based” acceptance of the electronic sketch submitted**
- (3) Provision of “front sheet” property details.**

Non Domestic Properties

New Non Domestic Properties

New non domestic covers new build premises such as retail shops, commercial offices, factories, warehouses, hotels, petrol stations etc.

Data Set for New Non Domestic property

- (1) Electronic Sketch produced by Building Control derived from plans submitted showing area calculations. On site confirmation by Building Control is required to confirm that the actual build has not deviated significantly from plans submitted (If there is a significant difference Building Control will be expected to supply an accurate survey reflecting premises as built)**
- (2) Photographs of property sufficient to enable LPS “desk based” acceptance of the electronic sketch submitted**
- (3) Provision of “front sheet” property details.**

Non Domestic Alterations

This is a complex area with significant practical problems and survey transfer issues. The data set will focus on extensions to premises. Subdivisions / amalgamations will not be considered within the scope of this agreement and the updating of survey information in such cases will remain with LPS.

Data Set for Altered Non Domestic property

- (1) Electronic Sketch produced by Building Control derived from plans submitted showing extension with area calculations and outline of remainder of property. Sketch will be in a format that will permit LPS staff to check measurement details electronically. On site confirmation by Building Control is required to confirm that the actual build has not deviated significantly from plans submitted (If there is a significant difference Building Control will be expected to supply an accurate survey reflecting premises as built)**
- (2) Photographs of property sufficient to enable LPS “desk based” acceptance of the electronic sketch submitted**
- (3) Provision of “front sheet” property details.**

Related Issues.

Application to District Valuer

Under the Rates (NI) Order 1977 any ratepayer can submit an application to the District Valuer at any time during the currency of a Valuation List. These applications may be to challenge an existing valuation assessment or to request the valuation of a property.

It is considered that all such applications and the consequent survey implications will be matters to be dealt with by LPS. Where an application is received requesting a valuation of a new domestic or non domestic property it will be essential that the district council is made aware of the application and the impending LPS action to ensure that duplication of effort does not occur.

Data Transfer

It is anticipated that IT developments within LPS will enable an electronic supply of information via an interface directly onto the LPS AO system. However, at this point in time the property data sets as defined above should be supplied electronically to a LPS data file.