

BELFAST CITY COUNCIL

LEGAL SERVICES

SERVICE LEVEL AGREEMENT

FOR

District Councils Houses in Multiple Occupation (HMO) Service

Via the Cluster Lead Councils

(Belfast City Council, Causeway Coast and Glens Borough Council and Derry City and Strabane District Council)

From 1st April 2019 to 31st March 2021

SERVICE LEVEL AGREEMENT SUMMARY

SUPPLIER	CITY SOLICITOR, BELFAST CITY COUNCIL
USER	DISTRICT COUNCILS HOUSES IN MULTIPLE OCCUPATION (HMO) SERVICE (Via the Lead Councils, namely Belfast City Council (cluster 1), Causeway Coast and Glens Borough Council (cluster 2) & Derry City and Strabane District Council (cluster 3))
AGREEMENT	
PERIOD	1 st April 2019 to 31 st March 2021
SERVICE(S)	LEGAL SERVICES

PROVISION OF LEGAL SERVICES – SERVICE LEVEL AGREEMENT

PARTIES TO THE AGREEMENT

The parties to the agreement are District Councils Houses in Multiple Occupation (HMO) Service, (hereinafter called the “Service User”) and Belfast City Council, Legal Services Section, (hereinafter called the “Service Provider”). Belfast City Council is delivering the Service on a regional basis on behalf of the Service Users. (hereinafter called the “Lead Delivery Council”)

OBJECTIVES OF THE AGREEMENT

This Service Level Agreement sets out the range of legal services to be delivered by the Service Provider and the expected performance in delivery of such services to the Service User.

DEFINITION OF SERVICES

The Service User requires the provision of a comprehensive and quality level service in respect of both contentious and non-contentious matters and together with general legal advice. Examples are given below, but are not intended to be exhaustive (all of which are hereinafter referred to as “the Legal Services”).

- (i) Non-contentious Work
 - (a) General contract matters
 - (b) Procurement law
 - (c) General advice

- (ii) Contentious Work
 - (a) Prosecutions under the Houses in Multiple Occupation (HMO) Act NI 2016
 - (b) General contract litigation (including procurement)
 - (c) Contract arbitrations
 - (d) Debt proceedings
 - (e) Prosecutions

- (iii) Judicial Review(s)

- (iv) Employment Work

- (a) Religious Discrimination
- (b) Sex Discrimination
- (c) Unfair Dismissals
- (d) General Advice

DURATION OF AGREEMENT

- (i) This Service Level Agreement shall commence on 1st April 2019 and will continue until 31st March 2021.
- (ii) On or before that date the parties may agree to extend the agreement on an ongoing annual basis until such times as the Agreement is terminated in accordance with Clause 15.

SERVICE PROVISION REQUIREMENTS

The Service Provider shall provide such advice and guidance as is reasonably required by the Service User to assist in the effective delivery of the District Councils Houses in Multiple Occupation (HMO) Service and ensure that decisions are taken in lawful and proportionate manner.

(1) Instructions to the Service Provider

- (i) The decision to issue legal proceedings will lie with individual councils. It is the responsibility of the Service User to obtain the necessary authorisation for issuing such proceedings from those individual councils.
- (ii) Advice and guidance in relation to whether legal proceedings should be issued will be provided by the Service Provider upon request.
- (iii) Responsibility for the referral of casework to the Service Provider lies with the Service User. There shall be no restriction on which officers within the Service User who can provide instructions. The Service User will ensure that such instructions have been approved at the appropriate level and that all matters relevant to the instruction have been provided to the Service Provider.
- (iv) The Service Provider will be supplied with a list of principal personnel, and advised of any changes during the Agreement Period.
- (v) All prosecution files and/or new instructions should be sent with a cover letter addressed to the City Solicitor or the relevant Divisional Solicitor. They should not be marked for the attention of an individual solicitor.

(2) Time Recording and Response Turnaround

- (i) The Service Provider will record chargeable time spent on work done for the Service User. Time shall be recorded in units of 6 minutes.
- (iii) The Service Provider undertakes to deal with urgent requests for advice within 2 hours during normal working hours. Urgent advice will normally only relate to cases of serious risk, where the accommodation is no longer suitable for occupation as an HMO and cannot be made suitable, or where there has been a serious breach of the licence conditions, or where there are particular circumstances which make it necessary to suspend a licence immediately. Before contacting the Service Provider for urgent advice, technical officers must in the first instance seek advice from their line manager, or the manager on call if their line manager is not available.

Urgent requests for advice or assistance should be made via the Service Provider's Business Support who will in turn allocate it to a Solicitor who is available to deal with the query. Contact should be made with one of the following people who will then allocate the call/email: *Paul Bradley* (BradleyPaul@BelfastCity.gov.uk or 90320202 Ext. 6047), *Catherine Finnegan* (FinneganC@BelfastCity.gov.uk or 90320202 Ext. 6058) or *Anne McNamara* (McNamaraA@BelfastCity.gov.uk or 90320202 Ext. 6058).

- (iv) Routine requests for advice will be responded to within 10 working days.
- (v) In the event that a Service Provider solicitor is unavailable during non-working hours, and a technical officer considers that there is an emergency, s/he may make revoke a licence, subject to having the necessary authorisation under the relevant Council's scheme of delegation.

However, consultation with a Service Provider solicitor is best practice.

- (vi) The Service Provider will provide direction in relation to prosecution files within 6 weeks of receipt. The Service Provider will confirm if any further information is required. Proceedings will be issued within 4 weeks of a complete file being received by the Service Provider. A file is complete when the solicitor with carriage of the file is satisfied that the statements are in order and the evidence is sufficient to proceed.

The summons shall be dated for hearing on the earliest possible date, subject to when the departmental day for each petty sessions district is sitting and the length of time required by the court to effect service of the summons.

(3) Committee Work

The Service Provider will provide advice in the preparation of Committee reports when requested.

Upon the request of the Service User, the Service Provider will arrange for a solicitor to attend at any Council or Committee meeting. Whilst any such request will be facilitated wherever possible, the Service User agrees to provide at least one week's notice of the required attendance of a solicitor.

(6) Deliverables

The Service User recognises that the Service Provider must be aware of all matters relevant to their instructions in order to provide the Legal Service. The Service User shall accordingly provide full instructions with copies of all relevant supporting documents to the Service Provider. The Service User will ensure that the Service Provider is made aware, as soon as possible, of any change in circumstances affecting their instructions.

(7) Performance Expectations and Service User Feedback

The Service Provider will:-

- (i) facilitate tri-annual focus meetings which will take place in June, October and February to provide summary feedback on all cases, and review response times and timescales for the conduct of cases.
- (ii) ensure that work is progressed in a timely manner.
- (iii) ensure that any undue delay (not meeting targets set) in the Service Provider's ability to progress work as agreed shall be communicated to the Service User and a plan to progress the work shall be formulated and agreed between the Service Provider and the Service User.
- (iv) Further meetings may be requested by either party at any time during the Agreement period.

(8) Fluctuations

Other than by agreement between the Service Provider and Service User, this Agreement may not be amended during the relevant period.

(9) Disputes and Dispute Resolution

Any disputes in respect of provision of the Legal Service that cannot be resolved at the commissioning point of contact shall be communicated to the Senior Project Board member (of the Service User) and the City Solicitor for resolution.

(10) Client Care

- (i) Complaints arising from conduct or work undertaken by the Service Provider should be addressed to the Divisional Solicitor. Complaints should be made in writing. A response will be given to the Service User usually within 7 days and no later than 28 days after the date of complaint. In the event that the Service User remains dissatisfied, the complaint will be referred to the City Solicitor for resolution and appropriate action. The City Solicitor will respond usually within 7 days and no later than 28 days after the date of the matter being referred to him.
- (ii) The Service Provider will comply with the Solicitors (Client Communication) Practice Regulations 2008 subject to the exceptions contained therein; and the provisions of The Provision of Services Regulations 2009 in so far as those regulations apply in the context of the service to be provided.

(11) Transfer & Sub Contracting

The Service Provider is not permitted to transfer or sub-contract the provision of the Legal Service to another provider, save for instructing Counsel where it is considered necessary to do so.

(12) Conflicts of Interest

The situation may arise in which the Service Provider is unable to act on behalf of the Service User due to a conflict of interest in their role as legal advisor to a council or government body. In such cases the Service User will instruct another legal advisor to deal with the matter.

(13) Termination

This Agreement may be terminated by either party by giving 1 months' written notice to the other party.

(14) Contact Points – Service Provider

(I) In relation to new instructions or any matter which is of an unusual or non-routine nature:

John Walsh, City Solicitor

(II) In relation to routine or on-going work as follows:-

Enforcement, Planning and Regulatory advice: Nora Largey

Property & Development Projects: Dominica Thornton

Contracts & Procurement: Colin Campbell

Employment: Dympna Murtagh

(18) Contact Points – Service User

(i) **Causeway Coast and Glens Borough Council** (cluster area 2); Mid and East Antrim Borough Council; Antrim and Newtownabbey Borough Council; Lisburn and Castlereagh City Council; and Ards and North Down Borough Council

Name (Case Matters)

(i) **Derry City and Strabane District Council** (cluster area 3); Fermanagh and Omagh District Council; Mid Ulster District Council; Newry Mourne and Down District Council; and Armagh Banbridge and Craigavon Borough Council.

Name (Case Matters)

Signatories

For and on behalf of the Service Provider:-

City Solicitor

Signed this day of October 2018

For and on behalf of **Causeway Coast and Glens Borough Council:-**

Signed this day of October 2018

For and on behalf of Derry City and Strabane District Council:-

Signed this day of October 2018