

Dated

2024

WATFORD BOROUGH COUNCIL

and

THREE RIVERS DISTRICT COUNCIL

and

ST ALBANS CITY AND DISTRICT COUNCIL

and

HERTSMERE BOROUGH COUNCIL

and

DACORUM BOROUGH COUNCIL

JOINT COMMITTEE

AGREEMENT

**relating to the discharge of their functions and responsibilities in respect of
crematoria pursuant to section 214 of the Local Government Act 1972**

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Birmingham, B3 2 ES
Ref. CW/MM/0051898.0001

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THIS AGREEMENT is made the

day of

2024

BETWEEN

- (1) **WATFORD BOROUGH COUNCIL** of Town Hall, Watford, WD17 3EX
- (2) **THREE RIVERS DISTRICT COUNCIL** of Three Rivers House, Northway, Rickmansworth. WD3 1RL
- (3) **ST ALBANS CITY AND DISTRICT COUNCIL** of Civic Centre, St. Peter's Street, St Albans, AL1 3JE
- (4) **HERTSMERE BOROUGH COUNCIL** of Elstree Way, Borehamwood, Hertfordshire, WD6 1WA
- (5) **DACORUM BOROUGH COUNCIL** of The Forum, Marlowes, Hemel Hempstead, Hertfordshire, HP1 1DN

WHEREAS

- (A) The former West Herts Crematorium Joint Committee established by the predecessor councils to Watford Borough Council, Three Rivers District Council, St. Albans City and District Council, Hertsmere Borough Council and Dacorum Borough Council, pursuant to an agreement of 21 December 1973, was dissolved on or about 1 April 1974. Thereafter the Councils established a new West Herts Crematorium Joint Committee pursuant to their powers under the Local Government Act 1972 and the agreement of 21 December 1973 which was amended on 29 June 1994. The Joint Committee was dissolved on the 1 June 2001 pursuant to the Local Government Act 2000.
- (B) For the purpose of discharging their crematoria functions under s214 of the Local Government Act 1972, a new joint committee named the West Herts Crematorium Joint Committee (the Joint Committee) was established by the Councils under the terms of a Memorandum of Agreement dated 1 November 2001, (as amended on 24 June 2002), pursuant to their powers under the Local Government Act 1972, the Local Government Act 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 and any other enabling legislation.
- (C) The Councils have reviewed the arrangements for the discharge of their crematoria functions and the provision of crematoria services, the Joint Committee and the Memorandum of Agreement. The Councils have agreed that the ongoing discharge of their crematoria functions and the provision of crematoria services requires one of them to take a lead role and to act as a 'lead authority' for the purpose of crematoria service provision.
- (D) The Councils have further agreed that Three Rivers District Council shall be the Lead Authority and shall provide the crematoria services to the Councils in accordance with this

Agreement, the Agreement for Crematoria Services agreed between the Councils, any Relevant Agreement and the service standards set out at schedule 1 and schedule 2 or as may otherwise be agreed by the Lead Authority and the Councils from time to time.

- (E) Pursuant to their powers under the Local Government Act 1972, the Local Government Act 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and any other enabling legislation, the Councils have entered into this Agreement, which shall replace the Memorandum of Agreement and shall bring into effect the Joint Committee and lead authority arrangement through which the Councils will discharge their crematoria functions under section 214 of the Local Government Act 1972, and which will regulate the arrangement of the Joint Committee, its discharge of the crematoria functions and the relationship between the Joint Committee, the Councils and the Lead Authority.
- (F) The Councils remain committed to the principles of partnership working and sound investment in the future so as to ensure that added value can be demonstrated in terms of expertise, innovation and investment in the discharge of their functions and the delivery of their services.
- (G) The Councils note and commend the provision of the crematoria services pursuant to the Joint Committee's discharge of the function has to date required no revenue funding from the Councils and that this model will continue under the Lead Authority arrangement.
- (H) The Councils have agreed that under the lead authority arrangement, the Lead Authority shall provide the crematoria services pursuant to their powers under the Local Authorities (Goods and Services) Act 1970 on a cost recovery basis and will not seek to generate a profit from its charges to the Councils.

THIS DEED WITNESSES:

1 INTERPRETATION

1.1 In this Agreement:

"Agreement for Services"	means the Agreement for Crematoria Services between the Lead Authority and the Councils;
"Arbitrator / Expert"	means the person appointed under clause 37 (<i>Dispute Resolution</i>)
"Business Rates"	means the national non-domestic rates payable in respect of the Crematoria pursuant to the Local Government and Finance Act 1988 (as amended);

“Chair”	means the JC Member elected as Chair of the Joint Committee under clause 6 (<i>Chair and Vice-Chair</i>);
“Clerk”	means the Clerk of the Joint Committee appointed under clause 9 (<i>Clerk</i>);
“Commencement Date”	means the date upon which this Agreement is executed.
“Confidential Information”	means information which is disclosed by a Council or its staff in connection with this Agreement which is expressed to be confidential or which Council ought reasonably to regard as being confidential to the disclosing Council whether or not such information is expressly stated to be confidential or marked as such;
“Councils”	means Watford Borough Council, Three Rivers District Council, St. Albans City and District Council, Hertsmere Borough Council and Dacorum Borough Council and “Council” shall be construed accordingly as the context dictates;
“CPI”	means the Consumer Prices Index (all items) United Kingdom produced by the Office of National Statistics (or any successor index specified in accordance with clause 20.3);
“Crematoria”	means the Hemel Hempstead Crematorium and the West Herts Crematorium collectively;
“Data Protection Law”	means all law relating to privacy and the processing of personal data, or any replacement EU or UK data protection or related privacy law in force in England and Wales, including all applicable guidance and codes of practice issued by the Information Commissioner’s Office;
“Deed”	means the Deed of Contribution and Indemnity entered into by the Councils in relation to the development costs of the new crematorium;
“Financial Year”	means each year ending on 31 st March;

“Functions”	means the crematoria functions of the Councils under section 214 of the Local Government Act 1972 discharged by the Joint Committee pursuant to this Agreement;
“Hemel Hempstead Crematorium”	means the land and buildings constructed thereon situated at Bunkers Farm, Bedmond Road, Hemel Hempstead, Hertfordshire, HP3 8LL shown edged red on the plan annexed to schedule 2 of the Agreement for Services but excluding the Balancing Pond;
“Honorary Officer”	means the Officer of the Lead Authority appointed as the Honorary Officer to the Joint Committee under clause 12 (<i>Honorary Officer</i>);
“Hosting Fee”	means the fee payable to each of Dacorum Borough Council and Three Rivers District Council under clause 20 [<i>Crematoria Hosting Fee</i>];
“Inflation”	means the percentage change in the CPI over the 12 months to September immediately preceding the Inflation Adjustment Date on which Inflation is to be applied subject a maximum of plus 4% (four percent);
“Inflation Adjustment Date”	means 1 April 2025 and each anniversary of that date;
“Joint Committee”	means the committee appointed by the Councils under Section 102(1)(b) of the Local Government Act 1972 pursuant to a Memorandum of Agreement dated 1 November 2001 (the West Herts Crematorium Joint Committee);
“Joint Committee Agreement”	means the West Herts Crematorium Joint Committee Agreement;
“JC Meeting”	has the meaning given in clause 7.1 (<i>Meetings of the Joint Committee</i>);
“JC Members”	means the elected councillors or an elected mayor appointed to the Joint Committee under clause 5 (<i>Joint Committee Members</i>) of this

“Law”

Agreement;

means any and all of the following:

- any Act of Parliament or legislation;
- any subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978);
- any exercise of the royal prerogative;
- any retained or assimilated European Union law in force in England and Wales;
- the EU/UK Trade and Co-operation Agreement (so far as directly applicable under the European Union (Future Relationship) Act 2020);
- any applicable judgement of a relevant court of law which is a binding precedent in England; and
- any determination, direction, statutory guidance or Code of Practice having the force of law;

“Lead Authority

means the Council providing the Services to the other Councils (for the time being, Three Rivers District Council);

“Loan Agreement”

means the Loan Facility Agreement entered into by the Councils in relation to the development costs of the new crematorium;

“Loan Agreement Event of Default”

means an Event of Default as defined and applicable under the terms of the Loan Agreement on the termination of, or the withdrawal of a Council from, this Joint Committee Agreement;

“Member”

means an elected councillor or the elected mayor of a Council;

“Monitoring Officer”

means the officer designated by a local authority as the person responsible for the proper and lawful administration of its affairs as required by section 5 of the Local Government and Housing

	Act 1989;
“month”	means calendar month
“Officer”	means an employee of a Council;
“Relevant Agreement”	means any agreement, lease, licence or the like additional to the Agreement for Services as may be required for or in connection the provision of the Services by the Lead Authority;
“Services”	means the crematoria services provided by the Lead Authority;
“Surveyor”	means the Surveyor of the Joint Committee appointed under clause 11 (<i>Surveyor</i>);
“Termination Date”	means the last day of the Termination Period upon which date this Agreement shall terminate;
“Termination Period”	means a period of not less than 12 (twelve) months following the service of a notice under clause 29 (<i>Termination</i>);
“the 2000 Regulations”	means the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000;
“the 2012 Regulations”	means the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012;
“Treasurer”	means the Treasurer of the Joint Committee appointed under clause 10 (<i>Treasurer</i>);
“TUPE Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended)
“Vice-Chair”	means the JC Member elected as Vice-Chair of the Joint Committee under clause 6 (<i>Chair and Vice-Chair</i>)
“West Herts Crematorium”	means the crematorium situated at High Elms Lane, Garston Watford, Hertfordshire, WD25 0JS edged red on the plan annexed to schedule 4 of the Agreement for Services;
“Withdrawal Period”	means a period of not less than 12 (twelve

months) following the service of a notice under clause 31 (*Withdrawal*));

“Working Days”

means the days on which banks are open for normal banking business in the City of London (excluding Saturdays);

1.2 In this Agreement (unless the context requires otherwise):

1.2.1 the terms and expressions set out above shall have the meanings ascribed therein;

1.2.2 references to clauses, schedules and paragraphs are to clauses, schedules and paragraphs of this Agreement. Any reference to a sub-clause or sub-paragraph is to the relevant sub-clause or sub-paragraph of the clause or paragraph or schedule in which it appears;

1.2.3 reference to a clause is a reference to the whole clause unless stated otherwise;

1.2.4 the contents page and headings are included for ease of reference only and shall not affect its construction or interpretation;

1.2.5 the masculine includes the feminine and neuter and where the context so admits the singular includes the plural and vice versa;

1.2.5 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and all regulations, determinations, directions and statutory guidance made or given under it. As between the Councils, no such amendment or modification is to apply to this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights, of any Council;

1.2.6 **“consent”** or **“approval”** means the prior written consent of the consenting or approving party;

1.2.7 the terms **“including”** and **“in particular”** are illustrative only and are not intended to limit the meaning of the words which precede them;

1.2.8 **“persons”** includes natural persons, firms, partnerships, companies, industrial and provident societies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality); and

1.2.9 a reference to **“writing”** or **“written”** includes suitable electronic form and **“electronic form”** means the representation of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.3 The Schedules are part of this Agreement and are to have effect as if set out in full in the body of this Agreement. References to this Agreement include the Schedules.

2 THE JOINT COMMITTEE

- 2.1 In exercise of their powers under the Local Government Act 1972, the Local Government Act 2000, the 2000 Regulations and any other enabling legislation, the Councils established the Joint Committee under the terms of a Memorandum of Agreement dated 1 November 2001 (as amended on 24 June 2002).
- 2.2 In exercise of their powers under Local Government Act 1972, the Local Government Act 2000, the 2012 Regulations and any other enabling legislation the Councils have agreed that this Agreement shall replace the Memorandum of Agreement and from the Commencement Date it shall give effect to the Joint Committee and Lead Authority arrangements through which the Councils will discharge their crematoria functions under section 214 of the Local Government Act 1972, (hereafter Functions) and shall regulate the discharge of Functions by the Joint Committee and the relationship between the Joint Committee and the Councils and the Lead Authority.
- 2.3 Each Council warrants that it shall not do or omit to do or permit to be done anything which prevents or inhibits or seeks to prevent or inhibit the Joint Committee from discharging the Functions.
- 2.4 As members of the Joint Committee the Councils shall at all times co-operate with each other and shall work within the spirit of openness, honesty, trust and with a friendly approach and respect of each other.

3 THE LEAD AUTHORITY

- 3.1 Without prejudice to the Agreement for Services until otherwise agreed by the Councils the Services shall be provided by a lead authority at all times.
- 3.2 The Services shall be provided to the Councils by the Lead Authority pursuant to this Agreement, the Agreement for Services as agreed by the Councils, any Relevant Agreement and the service standards set out at schedule 1 and schedule 2 or as otherwise agreed between the Lead Authority and the Councils from time to time and provided for in the Agreement for Services.
- 3.3 Without prejudice to the Agreement for Services or the generality of this Agreement where a notice is served in accordance with this Agreement or the Agreement for Services pursuant to which the Lead Authority shall cease fulfilling the role of lead authority the Agreement for Services shall be deemed to be concurrently terminated and the Councils shall agree which one of them shall be the "successor lead authority" and shall fulfil the role of lead authority from the date upon which the Lead Authority ceases doing so and clauses 30.4 to 30.8 (*Provisions on Withdrawal*) shall otherwise apply as if the Lead Authority was withdrawing from this Agreement.
- 3.4 The successor lead authority shall provide the Services pursuant to an agreement for services agreed by the Councils and such other agreements as may be required which

shall commence on the last day of the Withdrawal Period and thereupon the successor lead authority commencing in the role of lead authority.

4 COMMENCEMENT, DURATION AND STATUS

- 4.1 This Agreement shall commence on the Commencement Date and shall continue in force from time to time **PROVIDED THAT:**
- 4.1.1 it may be terminated in accordance with clause 29 (*Termination*) and clause 30 (*Provisions on Termination*); and,
- 4.1.2 a Council may withdraw from this Agreement in accordance with clause 31 (*Withdrawal*) and clause 32 (*Provisions on Withdrawal*).
- 4.2 Where any inconsistency or conflict arises between any of the provisions of this Agreement and the Agreement for Services the provisions of this Agreement shall prevail provided that this Agreement is in force at the time any such inconsistency or conflict arises.

5 JOINT COMMITTEE MEMBERS

- 5.1 In accordance with its appointment process each Council shall appoint one Member as a member of the Joint Committee (a JC Member) who shall have full voting rights.
- 5.2 In accordance with its appointment process each Council may nominate one or more substitute JC Members who shall have full voting rights.
- 5.3 Each JC Member shall remain in office for the period of this Agreement unless they resign or are removed by their appointing Council.
- 5.4 Each Council may change or replace its JC Member or substitute JC Member at any time by giving the Joint Committee and the other Councils written notice of any change within 5 (five) Working Days of it occurring.
- 5.5 A JC Member shall immediately cease to be a JC Member should they cease to be a Member of their appointing Council.
- 5.6 JC Members shall comply with their appointing Council's code of conduct for members. Complaints against the conduct of a JC Member shall be reported to their appointing Council and managed in accordance with that Council's arrangements for dealing with member code of conduct complaints.
- 5.7 The proceedings of the Joint Committee shall not be invalidated by any vacancy among the JC Members nor by any defect in the appointment or qualification of any JC Member.

6 CHAIR AND VICE-CHAIR

- 6.1 The Joint Committee shall have a Chair and a Vice-Chair who shall be appointed at the June meeting of the Joint Committee each year except where Clause 6.2 applies.

- 6.2 At the first meeting of the Joint Committee after the commencement of this Agreement the Joint Committee will appoint a Chair and Vice Chair.
- 6.3 The Chair and Vice-Chair shall remain in office:
- 6.3.1 until the first June meeting of the Joint Committee to be held after 12 (twelve) months have elapsed since the meeting of their appointment; or
 - 6.3.2 they cease to be a JC Member; or
 - 6.3.3 or in accordance with clause 6.4 or clause 6.5.
- 6.4 The Chair and / or Vice-Chair may resign from their positions at any time (without necessarily resigning as JC Members at the same time).
- 6.5 The Chair and / or Vice-Chair may be removed during their term of office only at a JC Meeting with a majority of the total number of JC Members at the time in favour of the removal. The Chair and / or the Vice-Chair must be given an opportunity to say why they should not be removed.
- 6.6 If the Chair and / or Vice-Chair resign or is removed from their term of office under clauses 6.4 or 6.5 respectively, the Joint Committee will appoint a new Chair and or Vice-Chair for the remainder of the previous Chair's and / or Vice-Chair's term of office from among the JC Members.
- 6.7 The Chair is to chair all JC Meetings at which they are present unless they are unable to do so.
- 6.8 If the Chair is not present within 5 (five) minutes after the starting time of a JC Meeting or if the Chair unable to chair a JC Meeting then the Vice-Chair must chair that JC Meeting unless they are unable to do so.
- 6.9 If both the Chair and the Vice-Chair are not present within 5 (five) minutes after the start time of a JC Meeting or both are unable to chair the JC Meeting then the Joint Committee must nominate 1 (one) of the JC Members present to chair the JC Meeting.
- 6.10 The responsibilities of the Chair are to:
- 6.10.1 act as an ambassador for the Joint Committee and to represent the views of the Joint Committee to the Councils, the Lead Authority, other organisations and the general public;
 - 6.10.2 ensure that JC Meetings are conducted efficiently;
 - 6.10.3 give all JC Members an opportunity to express their views;
 - 6.10.4 establish a constructive working relationship with, and to provide support to, the Lead Authority and the Councils;
 - 6.10.5 encourage the Joint Committee to delegate sufficient authority as may be required to enable the Joint Committee to carry out its business effectively between JC Meetings; and

- 6.10.6 ensure that the Joint Committee monitors the use of any delegated powers.
- 6.11 The role of the Vice-Chair is to deputise for the Chair during any period of the Chair's absence and for that period their functions shall be the same as those of the Chair.
- 6.12 Except to the extent that this Agreement provides otherwise neither the Chair nor the Vice-Chair has any authority beyond that of any other JC Member.

7 MEETINGS OF THE JOINT COMMITTEE

- 7.1 The Joint Committee shall meet not less than every 2 (two) months for the first 12 (twelve) months from the Commencement Date and thereafter quarterly or as may otherwise be agreed with the Councils **PROVIDED THAT** there is sufficient business to necessitate each meeting and the frequency of the meetings is reviewed and agreed by the Joint Committee and the Councils on an annual basis or as may otherwise be required.
- 7.2 A meeting of the Joint Committee may be cancelled by the Chair of the Joint Committee **PROVIDED THAT** a meeting shall not be cancelled subsequent to the publication of that meeting's agenda. Where a meeting of the Joint Committee is not quorate clause 7.8 shall apply.
- 7.3 Meetings of the Joint Committee ("JC Meeting") shall be held at an appropriate location as determined by the Chair.
- 7.4 Notice of a JC Meeting must be given to all JC Members and published in accordance with relevant procedure rules of the Lead Authority.
- 7.5 JC Meetings additional to those set out in 7.1 shall be called by the Clerk of the Joint Committee providing 5 (five) clear Working Days' notice.
- 7.6 No business may be transacted at a JC Meeting unless a quorum is present.
- 7.7 The quorum for a JC Meeting shall be 3 (three) JC Members present.
- 7.8 If a quorum is not present within 10 (ten) minutes after the start time of the JC Meeting or a quorum ceases to be present during a JC Meeting it must be adjourned to such time and place as the Chair decides.
- 7.9 Without prejudice to the above meetings of the Joint Committee shall be conducted in accordance with relevant procedure rules of the Lead Authority.
- 7.10 JC Meetings shall be open to the public and the press in accordance with the relevant procedure rules of the Lead Authority.
- 7.11 Where the relevant procedure rules of the Lead Authority conflict with the terms of this Agreement this Agreement shall prevail.

8 DECISION MAKING

- 8.1 Subject to the provisions of any enactment questions coming before the Joint Committee shall be decided by a simple majority of the JC Members present voting thereon.

8.2 In the case of an equality of votes the Chair shall have second or casting vote. There shall be no restriction on how the Chair chooses to exercise a second or casting vote.

9 CLERK

9.1 The Joint Committee shall agree an appropriately skilled and experienced named Officer of one of the Councils (other than the Lead Authority) to be the honorary Clerk to the Joint Committee.

9.2 The Clerk shall report directly to the Joint Committee.

9.3 The Clerk shall act as an advisor to the Joint Committee, circulate the agenda for JC Meetings, provide secretarial support to the Joint Committee and shall attend and take minutes of all JC Meetings, record decisions made by the Joint Committee and within 5 (five) Working Days of a JC Meeting shall provide copies of the minutes to all of the JC Members.

9.4 The Clerk shall ensure that a work programme for the Joint Committee is reviewed at each meeting of the Joint Committee.

9.5 Not less than 5 (five) Working Days before the publication of a JC Meeting agenda the Clerk shall circulate the agenda, reports, background papers and Joint Committee work programme to the named Officer appointed by each of the Councils to the "Officer Report Briefing Group" pursuant to clause 13.1.

9.6 The Clerk shall remain an employee of their employing Council and their employment shall not transfer to the Joint Committee or the Lead Authority under the TUPE Regulations.

9.7 The Clerk's salary, expenses and any costs incurred by their employing Council in the facilitation of the role shall be paid by the Joint Committee.

9.8 The Clerk's term of office shall continue from year to year unless:

9.8.1 their duties as Clerk are terminated by their employing Council;

9.8.2 they resign from their employing Council; or

9.8.3 they are removed from office by the Joint Committee.

10 TREASURER

10.1 The Joint Committee shall agree an appropriately skilled and experienced named Officer of the Lead Authority to be the honorary Treasurer to the Joint Committee.

10.2 The Treasurer shall report directly to the Joint Committee.

10.3 The Treasurer shall act as an advisor to the Joint Committee and shall be responsible for the financial affairs of the Joint Committee including without limitation the preparation of the Joint Committee's accounts and financial documents.

10.4 The Treasurer shall meet with the Chief Finance Officers of each Council as required and in any event during June each year for the purpose of reviewing the Joint Committee budget

for the given Financial Year, and pursuant to clause 24 (*Joint Committee Budget*), consider the budget for the following Financial Year and any budget surplus which may be returned to the Councils.

- 10.5 The Treasurer shall remain an employee of the Lead Authority and their employment shall not transfer to the Joint Committee or the Lead Authority under the TUPE Regulations.
- 10.6 The Treasurer's salary, expenses and any costs incurred by the Lead Authority in the facilitation of the role shall be paid by the Joint Committee. The Treasurer's term of office shall continue from year to year unless:
 - 10.6.1 their duties as Treasurer are terminated by their employing Council;
 - 10.6.2 they resign from their employing Council; or
 - 10.6.3 they are removed from office by the Joint Committee.

11 SURVEYOR

- 11.1 The Joint Committee shall agree an appropriately skilled and experienced named Officer of one the Councils (other than the Lead Authority) to be the honorary Surveyor to the Joint Committee.
- 11.2 The Surveyor shall report directly to the Joint Committee.
- 11.3 The Surveyor shall act as an advisor to the Joint Committee shall be responsible for:
 - 11.3.1 advising the Joint Committee on all matters relating to the crematoria premises, attending Joint Committee Meetings and preparing reports;
 - 11.3.2 leading on landlord and tenant matters relating to the crematoria premises;
 - 11.3.3 leading on maintenance, repair and improvement works relating to the crematoria premises, including commissioning works and contracts for servicing and maintenance and monitoring outcomes;
 - 11.3.4 leading on statutory compliance requirements in the workplace for the crematoria staff;
 - 11.3.5 commissioning external expert and advisory reports relating to the crematoria premises as may be required;
 - 11.3.6 liaising with the crematorium manager;
 - 11.3.7 liaising with the Lead Authority and the Councils on the Joint Committee budgets;
 - 11.3.8 undertaking periodic reviews of insurance reinstatement costs and commissioning valuations as may be required;
 - 11.3.9 undertaking period reviews of utilities provisions and contracts.
- 11.4 The Surveyor shall remain an employee of their employing Council and their employment shall not transfer to the Joint Committee or the Lead Authority under TUPE.

11.5 The Surveyor's salary, expenses and any costs incurred by their employing Council in the facilitation of the role shall be paid by the Joint Committee. The Surveyor's term of office shall continue from year to year unless:

11.5.1 their duties as Surveyor are terminated by their employing Council;

11.5.2 they resign from their employing Council; or

11.5.3 they are removed from office by the Joint Committee.

12 HONORARY OFFICER

12.1 The Officer of the Lead Authority responsible overseeing the operational delivery of the Services shall be appointed as the Honorary Officer to the Joint Committee.

12.2 The Honorary Officer shall report directly to the Joint Committee for the purpose.

12.3 The Honorary Officer shall act as an advisor to the Joint Committee and as an Officer of the Lead Authority shall be responsible for the overview of the provision of the Services pursuant to this Agreement and the Agreement for Services, and for developing the operational policies, service standards and a performance monitoring framework for the Services and performing such other duties as may be agreed with the Lead Authority.

12.4 The Honorary Officer's salary, expenses and any costs incurred by the Lead Authority in the facilitation of the role shall be paid by the Joint Committee.

12.5 The costs to the Lead Authority of an Officer assuming responsibility for the day-to-day management of the crematorium manager and overseeing the operational provision of the Services shall be recharged to the Joint Committee budget.

12.6 The Honorary Officer's term of office shall continue from year to year unless:

12.6.1 their duties as Honorary Officer are terminated by their employing Council;

12.6.2 they resign from their employing Council; or

12.6.3 they are removed from office by the Joint Committee.

13 OFFICER REPORT BRIEFING GROUP AND SCRUTINY

13.1 Officer Report Briefing Group

13.1.1 to support and assist the governance of the Joint Committee and its discharge of the Functions under the lead authority arrangement, the Councils have agreed to form an Officer Report Briefing Group (the "ORBG") to provide an Officer of each Council with awareness and overview of the Joint Committee's business, and the ability to provide comments, support and advise their respective Council's JC Member if required;

13.1.2 each Council shall provide a named Officer to the ("ORBG");

13.1.3 the Councils may agree such arrangements as they consider appropriate to facilitate the operation of the ORBG **PROVIDED THAT** not less than 5 (five) Working Days before the publication of the agenda for a Joint Committee meeting the Clerk to the Joint Committee shall circulate to the named Officers of the ORBG for their consideration the Joint Committee work programme and the agenda, reports and background papers for the Joint Committee Meeting.

13.1.4 should an Officer of the ORBG wish to discuss the Joint Committee work programme, the agenda, reports or background papers, s/he may request that the Clerk to the Joint Committee to convene a meeting of the ORBG.

13.2 Scrutiny

13.2.1 notwithstanding and in addition to the provisions of clause 13.1 each Council shall apply its own overview and scrutiny arrangements or equivalent for the purpose of its overview and scrutiny of the Joint Committee.

14 LEGAL ADVICE AND MONITORING OFFICER

14.1 The Clerk shall submit requests for legal advice and/or monitoring officer support in respect of the Joint Committee to the Lead Authority or another of the Councils as may be agreed.

14.2 The cost of legal advice and/or monitoring officer support to the Joint Committee shall be charged by the Lead Authority or another Council (as the case may be) to the Joint Committee budget.

15 JOINT COMMITTEE ACCOMMODATION

15.1 Each Council shall make available upon request, at its principal offices, working space and associated facilities and services (including internet connection to facilitate remote access) as may be required to accommodate and enable the carrying on of the business of the Joint Committee

15.2 Each Council hereby grants a licence to the Joint Committee, the JC Members and support staff to allow entry to that Council's principal offices and other premises as may be required for the purpose of carrying on the business of the Joint Committee and to utilise such associated services and facilities as may be provided from time to time in accordance with this clause 15.

15.3 A Council may charge its reasonable costs in complying with this clause 15 to the Joint Committee budget on a cost recovery basis.

16 LEAD AUTHORITY ACCOMMODATION

16.1 Accommodation for the Lead Authority shall be provided pursuant to the Agreement for Services.

17 JOINT COMMITTEE ASSETS

- 17.1 The Councils shall agree from time to time and as required arrangements for the utilisation of any of their assets by the Joint Committee for the purpose of this Agreement.
- 17.2 Each Council shall retain its ownership or interest in any of its assets utilised for the purpose of this Agreement.
- 17.3 The Joint Committee and the Lead Authority shall agree such arrangements as may be necessary to transfer to the Lead Authority any assets owned by the Joint Committee for the purpose of this Agreement including without limitation as may be required in respect of the novation or re-procurement of any Relevant Agreement.

18 THE CREMATORIA

- 18.1 For the purpose of providing the Services the Lead Authority shall operate the Crematoria on behalf of the Joint Committee pursuant to the Agreement for Services.

19 CREMATORIA BUSINESS RATES AND OUTGOINGS

- 19.1 Without prejudice to the clause 18 above (*The Crematoria*), the generality of this Agreement or the Agreement for Services, the Lead Authority shall pay all existing and future rates, taxes, duties, assessments, charges and impositions, levies and outgoings whatsoever whether parliamentary, local or otherwise now and hereafter payable in law in respect of the Hemel Hempstead Crematorium and the West Herts Crematorium including for the avoidance of doubt and without limitation Business Rates.
- 19.2 Business Rates and outgoings paid by the Lead Authority in respect of the Crematoria shall be recharged to the Joint Committee budget.

20 CREMATORIA HOSTING FEE

- 20.1 Dacorum Borough Council and Three Rivers District Council shall each receive a Hosting Fee of £50,000.00 (fifty thousand pounds and zero pence) per Financial Year for the Joint Committee's use of the Hemel Hempstead Crematorium and the West Herts Crematorium respectively. Payment of the Hosting Fee shall be charged to the Joint Committee budget.
- 20.2 Payment of the Hosting Fee shall commence in the Financial Year 2026/2027 with payment of Hosting Fee arrears for the Financial Year 2024/2025 and 2025/2026 being paid over ten years between 2026 and 2036 in equal amounts. If the financial outturn of the Crematoria improves from the business case projections in any given year as a result of Business Rates being less than projected or any other factor which materially improves the business case projections, consideration shall be given by the Councils' s151 Officers and the Treasurer to early repayment of the Hosting Fee arrears who shall make appropriate recommendation to the Joint Committee for approval.
- 20.3 Except where clause 20.4 applies at each Inflation Adjustment Date, the Hosting Fee shall be adjusted by Inflation as defined with the maximum level in this Agreement. The resulting

adjusted Hosting Fee shall apply until the next Inflation Adjustment Date or the Termination Date (as applicable).

20.4 For the Financial Years 2024/2025 and 2025/2026 the Hosting Fee shall be adjusted by an increase of 1% in each year and shall thereafter revert to Inflation as defined.

20.5 If the CPI is discontinued Inflation is to be calculated by reference to such other index as the Joint Committee determines is the index it considers most closely replaces the CPI, with such adjustments as are appropriate to reflect the differences between that index and the CPI.

21 SUPPORT SERVICES

21.1 In addition to the services provided to the Joint Committee by the Clerk, Treasurer, Surveyor and Honorary Officer the Lead Authority shall provide to the Joint Committee such support services as may be required, the reasonable costs of which shall be charged by the Lead Authority to the Joint Committee budget on a cost recovery basis.

21.2 Where the Lead Authority is unable to provide the Joint Committee with the additional support services required the Joint Committee may agree such alternative arrangements as necessary.

22 TERMS OF REFERENCE OF THE JOINT COMMITTEE

22.1 The Joint Committee shall work in partnership with the Councils and the Lead Authority in respect of the discharge of the Functions and the delivery of the Services in accordance with this Agreement and the Agreement for Service and shall, without limitation:

22.1.1 exercise the functions of the Councils in respect of the discharge of the Functions pursuant to this Agreement and the delivery of the Services by the Lead Authority pursuant to the Agreement for Services;

22.1.2 agree and recommend for the Councils' approval the strategy for the discharge of the Functions and the provision of the Services

22.1.3 agree the responsibilities of the Councils in the discharge of the Functions and the delivery of the Services;

22.1.4 ensure the arrangements for the discharge of the Functions and the delivery of the Services satisfy the Councils' statutory duties;

22.1.5 ensure the discharge of the Functions and the delivery of the Services are within the budget agreed by the Joint Committee;

22.1.6 agree the operational policies prepared by the Lead Authority for the delivery of the Services;

22.1.7 ensure that an annual internal audit function is undertaken and its recommendations implemented;

- 22.1.8 agree and recommend for the Councils' approval a business case for any proposed changes to the arrangements for the discharge of the Functions and / or the Lead Authority's provision of the Services which would require additional financial contributions from the Councils;
- 22.1.9 consider all matters arising in relation to or in connection with the discharge of the Functions, the delivery of the Services or this Agreement;
- 22.1.10 subject to clause 37 (*Dispute Resolution*), to act in the first instance as the determiner of disputes or differences arising between the Councils in respect of the discharge of the Functions and / or the provision of the Services referred to the Joint Committee.

22.2 The Joint Committee's annual report and budget report shall include details as to the performance, finances, and proposed improvement for the discharge of the Functions and shall share such reports with the Councils.

23 OFFICERS

- 23.1 In addition to the Clerk, Treasurer, Surveyor and Honorary Officer providing services to the Joint Committee in accordance with clause 9, clause 10, clause 11 and clause 12 respectively, the Joint Committee and the Councils may arrange for the discharge of the Functions and / or the provision of the Services by Officers other than those employed by the Lead Authority.
- 23.2 Subject to clause 23.3, where a Council is providing an Officer for the purpose of clause 23.1 the Officer shall remain an employee of their Council and their employment shall not transfer to the Joint Committee or the Lead Authority under TUPE.
- 23.3 Clause 23.2 shall not apply to those employees whose employment has transferred to the Lead Authority under the TUPE Regulations pursuant to the Agreement for Services
- 23.4 A Council providing an Officer for the purpose of clause 23.1 shall charge its reasonable cost and expenses in doing so to the Joint Committee budget on a cost recovery basis.

24 JOINT COMMITTEE BUDGET

- 24.1 The Joint Committee budget shall be held and managed by the Lead Authority.
- 24.2 The Joint Committee budget for the Financial Year commencing 1 April [2023/2024] is set out at schedule 3.
- 24.3 For each subsequent Financial Year the Joint Committee budget and any request for revenue funds required shall be proposed by the Joint Committee by the 1st (first) November of the preceding Financial Year) and recommended to the Councils for their approval by the 1st (first) January of the following Financial Year.

- 24.4 Where the Lead Authority proposes any changes to the arrangements for the provision of the Services which will require a financial contribution or revenue funding from the Councils the Lead Authority shall prepare a business case for the agreement of the Joint Committee and its recommendation to the Councils for approval in accordance with time frame set out in clause 24.4 above.
- 24.5 The Councils shall underwrite in equal share any deficit incurred by the Joint Committee.
- 24.6 Any budget surplus as determined by the Joint Committee on an annual basis upon a consideration of future budget requirements shall be distributed to the Councils in equal share by such arrangements as the Joint Committee may decide.

25 ACCOUNTING

- 25.1 The accounts for the Joint Committee shall be held by the Lead Authority.
- 25.2 The Joint Committee accounting records shall be held in a way that complies with the requirements of HM Revenue and Customs and in a manner consistent with accounting regulations and good practice.
- 25.3 The Joint Committee shall arrange and appoint auditors for an internal audit of the annual financial statements of the Joint Committee and may do likewise for an external audit.
- 25.4 All financial statements concerning the Joint Committee's accounts shall be approved by the Joint Committee.
- 25.5 As soon as possible at the end of every Financial Year the Joint Committee shall publish a report on its operations and discharge of the Functions during that Financial Year and shall provide a copy of the report to each Council.
- 25.6 The Joint Committee's accounts shall at all times be available to the Joint Committee, the Councils and their internal and external auditors.

26 STAFF

- 26.1 For the avoidance of doubt this clause 26 does not apply to the honorary Clerk, Treasurer or Surveyor or the Honorary Officer to the Joint Committee or where clause 21 (*Support Services*) or clause 23 (*Officers*) applies.
- 26.2 Officers providing the Services shall be recruited and employed by the Lead Authority on such terms and conditions as the Lead Authority may determine.
- 26.3 The employment of Officers providing the Services who were not employed by the Lead Authority prior to the commencement of this Agreement shall transfer to the Lead Authority in accordance with clause 27 below and the Agreement for Services and thereupon shall be employees of the Lead Authority.
- 26.4 Where there is a change in the Council fulfilling the role of lead authority the Lead Authority and the successor lead authority shall agree arrangements for the transfer from the Lead Authority to the successor lead authority of the Officers providing the Services.

26.5 Where the secondment of an Officer from another Council to the Lead Authority is required such arrangements shall be agreed by the Lead Authority and the seconded Officer's employing Council.

27 TRANSFERRING EMPLOYEES

27.1 The employment of those employees engaged in the provision of crematoria services pursuant to the "Memorandum of Agreement" between the Councils dated 1 November 2001 (as amended on 24 June 2002) shall transfer to Three Rivers District Council pursuant to the Agreement for Services.

28 PROCUREMENT

28.1 The Lead Authority pursuant to its relevant rules shall procure such goods and services as may be required for the discharge of the Functions and the delivery of the Services provided that such procurement is within the approved Joint Committee budget.

28.2 Where the procurement of goods or services is outside of the approved Joint Committee budget such procurement shall be subject to the approval of the Joint Committee.

28.3 The Lead Authority may charge the reasonable fees and expenses of managing any procurement requirement for the discharge of the Functions and delivery of the Services to the Joint Committee budget on a cost recovery basis.

29 TERMINATION

29.1 This Agreement may be terminated with effect from the last day of a Financial Year:

29.1.1 by not less than 4 (four) of the Councils each serving not less than 12 (twelve) months' notice in writing upon each other Council; or

29.1.2 by 4 (four) or more of the Councils withdrawing from this Agreement in accordance with clause 31.4; or

29.1.3 as may otherwise be agreed by the Councils.

29.2 No Council may serve a notice under this clause 29 and notice served shall be deemed not to have effect where the notice expires earlier than last day of the 5th (fifth) Financial Year after the Commencement Date.

29.3 On the termination of this Agreement clause 30 (*Provisions on Termination*) shall apply.

29.4 The Councils acknowledge that the Joint Committee may be dissolved and this Agreement terminated as a consequence of statutory local government reorganisation in one or more of their areas pursuant to which the Councils shall, to the extent possible and without prejudice to the generality of this Agreement, the Agreement for Services and any Relevant Agreement and any legislation enabling the reorganisation, give effect to clause 30 (*Provisions on Termination*) and shall otherwise agree such arrangements as necessary to

ensure the continuation of the discharge of the Functions and the provision of the Services (as the case may be) by the Councils or their statutory successors.

30 PROVISIONS ON TERMINATION

- 30.1 Unless otherwise agreed by the Councils, where a notice terminating this Agreement has been served, during the Termination Period:
- 30.1.1 the Joint Committee shall remain convened and this Agreement shall remain in full force and effect;
 - 30.1.2 the Lead Authority shall continue to provide the Services and the Councils shall continue to receive the Services pursuant to the Agreement for Services and any Relevant Agreement which shall each remain in full force and effect unless and until terminated on its particular terms;
 - 30.1.3 the Councils in consultation with the Joint Committee shall agree such arrangements as may be necessary:
 - (a) to effect the termination of this Agreement including without limitation as regards accommodation, support services, support staff, and current and / or future liabilities, financial contributions, budget deficits or surpluses; and
 - (b) for the discharge of the Functions (by a joint committee or otherwise) and the provision of the Services (by a lead authority or otherwise) on and subsequent to the Termination Date of this Agreement.
- 30.2 Without prejudice to the Agreement for Services where the arrangements agreed pursuant to sub-clause 30.1.3 (b) include the ongoing provision of the Services by a lead authority the Councils shall agree which one of them shall fulfil the lead authority role if the Lead Authority will not continue in the role.
- 30.3 The Councils in consultation with the Joint Committee shall each take such steps as may be required to implement and give effect to the arrangements agreed pursuant to this clause 30 which shall commence on the Termination Date of this Agreement.
- 30.4 Where this Agreement is terminated in advance of the Councils' obligations under the Loan Agreement having been satisfied in full clause 33 (*New Crematorium Loan Agreement*) shall apply.
- 30.5 In complying with the requirements of this clause 30 the Councils shall have regard to and comply with their liabilities and obligations under the Agreement for Services and any Relevant Agreement and shall have regard to and effect the Lead Authority's compliance with its obligations under the Agreement for Services and any Relevant Agreement.
- 30.6 Each Council will act in good faith and use its reasonable endeavours to minimise the loss or harm to the others as a result of the termination of this Agreement, and in agreeing and giving effect to arrangements for the continuing discharge of the Functions and the Provision of the Services subsequent to the Termination Date of this Agreement.

30.7 Any rights and liabilities which vested before the termination of this Agreement shall remain so vested as if this Agreement continued.

30.8 The Councils shall share equally the costs of the termination of this Agreement.

31 WITHDRAWAL

31.1 Except where clause 31.4 applies a Council may withdraw from this Agreement with effect from the last day of a Financial Year:

31.1.1 by serving not less than 12 (twelve) months' notice in writing upon the others; or,

31.1.2 as may otherwise be agreed by the Councils;

PROVIDED THAT without prejudice to the Agreement for Services:

31.1.3 where a notice is served under this clause 31 the Council serving the notice shall be deemed to be serving concurrent notice to withdraw from the Agreement for Services;

31.1.4 where a Council has served notice to withdraw from the Agreement for Services that Council shall be deemed to have served concurrent notice to withdraw from this Agreement and clause 32 (*Provisions on Withdrawal*) shall apply.

31.2 No Council may serve a notice under this clause 31 and notice served shall be deemed not to have effect where the notice expires earlier than the last day of the 5th (fifth) Financial Year after the Commencement Date.

31.3 Except where clause 31.4 applies where a Council serves a notice to withdraw from this Agreement clause 32 (*Provisions on Withdrawal*) shall apply.

31.4 Where 4 (four) or more Councils serve notice to withdraw from this Agreement, this Agreement shall be deemed terminated in accordance with clause 29.1.2 and clause 30 (*Provisions on Termination*) shall apply.

32 PROVISIONS ON WITHDRAWAL

32.1 Except where clause 31.4 applies unless otherwise agreed by the Councils upon which a notice to withdraw from this Agreement has been served, the Joint Committee shall remain convened and this Agreement shall remain in full force and effect as regards:

32.1.1 the "Withdrawing Council", for the duration of the Withdrawal Period;

32.1.2 the "Remaining Councils", until this Agreement is terminated.

32.2 Unless otherwise agreed by the Remaining Councils, in accordance with clause 311.3 and without prejudice to the Agreement for Services, a Withdrawing Council shall be deemed to be concurrently withdrawing from the Agreement for Services **PROVIDED THAT** during the Withdrawal Period:

32.2.1 the Lead Authority shall continue to provide the Services to the Withdrawing Council (and the Remaining Councils) and the Withdrawing Council (and the

Remaining Councils) shall continue to receive the Services pursuant to the Agreement for Services and any other Relevant Agreement (as the case may be);

32.2.2 the Withdrawing Council the Remaining Councils and the Lead Authority shall agree and implement such actions as may be necessary to effect the Withdrawing Council's withdrawal from this Agreement including without limitation as regards accommodation, support services, support staff, and current and / or future liabilities, financial contributions, budget deficits or surpluses; and

32.2.3 the Withdrawing Council, the Remaining Councils and the Lead Authority shall effect the withdrawal of the Withdrawing Council from the Agreement for Services and any other Relevant Agreement in compliance with its particular terms.

32.3 Except where clause 32.4 applies, subsequent to the expiry of the Withdrawal Period the Lead Authority shall continue to provide the Services to the Remaining Councils pursuant to the Agreement for Services and any other Relevant Agreement which shall each continue in full force and effect.

32.4 Without prejudice to the Agreement for Services or the generality of this Agreement where the Withdrawing Council is the Lead Authority **OR OTHERWISE** notice is served in accordance with the Agreement for Services pursuant to which the Lead Authority shall cease in the role of lead authority the Agreement for Services shall be deemed to be concurrently terminated **PROVIDED THAT** during the Withdrawal Period the Lead Authority shall continue to provide the Services in accordance with the Agreement for Services and any Relevant Agreement and the Remaining Councils in consultation with the Joint Committee shall:

32.4.1 agree which one of the Councils shall be the successor lead authority and shall fulfil the role of lead authority subsequent to the Lead Authority ceasing to do so on the expiry of the Withdrawal Period (and the concurrent expiry of the Agreement for Services); and

32.4.2 with the cooperation of the Lead Authority, take such steps as may be necessary to effect the change of lead authority including without limitation as may be regarding the novation of any Relevant Agreement and the transfer of employees from the Lead Authority to the successor lead authority and agreeing the agreement for services pursuant to which the successor lead authority shall provide the Services on its commencement in the role of lead authority on the expiry of the Withdrawal Period (and the concurrent expiry of the Agreement for Services).

32.5 Where a Withdrawing Council is to withdraw from this Agreement prior to having satisfied in full its obligations under the Loan Agreement clause 33 (*New Crematorium Loan Facility Agreement*) shall also apply.

32.6 In complying with the requirements of this clause 32 the Councils shall have regard to and comply with their liabilities and obligations under the Agreement for Services and any

Relevant Agreement and shall have regard to and effect the Lead Authority's compliance with its obligations under the Agreement for Services and any Relevant Agreement.

- 32.7 Each Council will act in good faith and use its reasonable endeavours to minimise the loss or harm to the others as a result of a withdrawal from this Agreement, and in agreeing and giving effect to arrangements for the continuing discharge of the Functions and the provision of the Services subsequent to the withdrawal of the Withdrawing Council.
- 32.8 Any rights and liabilities which vested before a withdrawal from this Agreement shall remain so vested as if the withdrawal had not occurred.
- 32.9 Unless otherwise agreed by the Remaining Councils the Withdrawing Council share bear its own costs and the reasonable costs of the Remaining Councils arising from or in connection with the withdrawal from this Agreement.

33 NEW CREMATORIUM LOAN FACILITY AGREEMENT

- 33.1 The Joint Committee and the Councils intend for the construction costs of the new crematorium situated at Bedmond Road, Hemel Hempstead to be met from income generated by the operation of the new crematorium.
- 33.2 To provide for circumstances in which the development costs of the new crematorium exceed the estimated project costs and / or the development costs cannot be met from income generated by the operation of the new crematorium, on 15 June 2022 each Council entered into a Deed of Contribution and Indemnity in relation to the new crematorium (the "Deed") and each Council, except Dacorum Borough Council, entered as borrowers (the "Borrowing Council(s)") a Loan Facility Agreement (the "Loan Facility Agreement") with Dacorum Borough Council as lender (the "Lending Council").
- 33.3 The Councils each acknowledge that pursuant to the terms of the Loan Facility Agreement, the expiry or termination of the Joint Committee, or the withdrawal of the Lending Council or a Borrowing Council from the Joint Committee, are each an 'event of default' (for the purpose of this Agreement each a "Loan Facility Agreement Event of Default"), pursuant to which the Lending Council may exercise its rights as lender under the Loan Facility Agreement and may:
- 33.3.1 declare the loan immediately due and payable on demand; and / or
- 33.3.2 declare the Loan Facility Agreement cancelled.
- 33.4 Without prejudice to the generality of this Agreement, the Deed, the Loan Facility Agreement, the Agreement for Services or any other Relevant Agreement, in entering this Agreement the Councils have each agreed that where the Joint Committee expires or is terminated or the Lending Council or a Borrowing Council withdraws from the Joint Committee prior to the discharge of the obligations under the Loan Facility Agreement the expiry or termination of the Joint Committee or the withdrawal of the Lending Council or a Borrowing Council from the Joint Committee shall not be a Loan Facility Agreement Event of Default and this clause 33 shall prevail over the relevant terms of the Loan Facility

Agreement **PROVIDED THAT** that each Borrowing Council shall continue to perform its obligations under the Deed and the Loan Facility Agreement as may be required.

33.5 In the pursuance of clause 33.4:

33.5.1 each of the Borrowing Councils undertakes to continue to perform its obligations under the Deed and the Loan Facility Agreement as may be required; and,

33.5.2 where the Borrowing Councils are continuing to perform their obligations under the Deed and the Loan Facility Agreement as required, the Lending Council undertakes not to exercise its rights as lender in respect of the Loan Agreement Event of Default;

PROVIDED THAT, for the avoidance of doubt, where a Borrowing Council fails to comply with clause 33.5.1, clause 33.4 shall not apply in respect of that Borrowing Council and the Lending Council may exercise its rights under the Loan Facility Agreement against that Borrowing Council in respect of the Loan Facility Agreement Event of Default.

34 INSURANCE

34.1 The Joint Committee shall ensure that as may be required in respect of the provision of the Services by the Lead Authority pursuant to the Agreement for Services, adequate insurance cover is effected and maintained by the Lead Authority and notified annually to the Joint Committee and the Councils if required in respect of:

34.1.1 the crematoria operated by the Lead Authority;

34.1.2 any property held by the Lead Authority;

34.1.3 employer's liability;

34.1.4 public liability;

34.1.5 officials' indemnity; and

34.1.6 professional indemnity,

as applicable.

35 DATA PROTECTION

35.1 The activities of the Joint Committee shall comply with the applicable requirements of the Data Protection Legislation for the purpose of which each Council will comply with its relevant policies and procedures and each JC Member (and any appointed substitute JC Member) will comply with relevant policies and procedures of their appointing Council.

35.2 The Joint Committee Clerk, Treasurer, Surveyor, Honorary Officer and any other Officer providing support to the Joint Committee pursuant to this Agreement or otherwise shall comply with the data protection policies and procedures of their employing Council.

35.3 For the purpose the Lead Authority's provision of the Services the Lead Authority and the Councils shall comply with the applicable requirements of the Data Protection Legislation and as provided for in the Agreement for Services.

36 VARIATIONS TO THIS AGREEMENT

36.1 A variation to this Agreement shall only be valid if it has been agreed in writing and executed as a deed by duly authorised representatives of each of the Councils.

36.2 If a Council wishes to vary this Agreement it shall serve on the other Councils a "Variation Notice" which shall set out the nature of the variation sought and the reasons for it.

36.3 If a Council receives a Variation Notice, within 28 (twenty-eight) Working Days of receipt it shall notify the other Councils in writing whether or not it agrees to the variation and if not, the reasons.

36.4 If the variation is agreed it will be incorporated into the Agreement.

37 DISPUTE RESOLUTION

37.1 Where a dispute arises from or in connection with the Joint Committee's discharge of the Functions or the provision of the Services or this Agreement it shall be referred in the first instance to the Joint Committee for determination. A dispute may then be escalated in accordance with remainder of this clause 37 where:

37.1.1 the Joint Committee is unable to resolve the dispute to the satisfaction of the Councils party to the dispute; or

37.1.2 the Joint Committee otherwise considers that the dispute should be escalated; or

37.1.3 at the request of a Council party to the dispute.

37.2 Where clause 37.1.1 or 37.1.2 or 37.1.3 applies the Joint Committee shall refer the dispute to the chief executives of the disputing Councils for determination.

37.3 If the chief executives of the Councils party to a dispute are unable to resolve the dispute at the request of either Council the dispute shall be referred to an independent and professional mediator who shall be nominated without delay by agreement between the Councils in dispute or (in the absence of such agreement), by the President of the Law Society (or their authorised representative) or such other appropriate professional body as shall be agreed by the Councils party to the dispute. Such mediation shall then be carried out in confidence and on a without prejudice basis in relation to any subsequent proceedings and each of the Councils party to the dispute shall bear their own expenses and one half of the mediator's resulting charges.

37.4 If, regardless of whether or not the Councils party to the dispute have implemented the procedures specified in clauses 37.1, 37.2 or 37.3 (as the case may be) the Councils fail to resolve their dispute within 3 (three) months of the dispute first arising, then either of the

Councils party to the dispute may serve notice on the other to require the dispute to be either (as applicable):

37.4.1 referred to an Arbitrator in accordance with the Arbitration Act 1996 or an appropriate independent Expert who shall be nominated without delay by agreement between the Councils party to the dispute (such agreement not to be unreasonably withheld or delayed) and who shall act as an expert and not as an arbitrator, provided that in default of agreement as to such nomination, the Expert shall be nominated on the joint application of the disputing Councils (or if either Council neglects to concur in such application, then on the sole application of the other Council) by the President of the Law Society (or their authorised representative), or such other appropriate professional body as shall be agreed by the Councils in dispute) such agreement not to be unreasonably withheld or delayed); or

37.4.2 subject to the institution of legal proceedings in court.

37.5 The Councils each agree that if either an Arbitrator or Expert is appointed under clause 37.4 then:

37.5.1 the decision of the Arbitrator or Expert shall be final and binding on the disputing Councils provided that the Arbitrator or Expert provides the parties to the dispute with a detailed statement setting out their reasons for making the decision at which they have arrived;

37.5.2 each of the Councils party to the dispute shall bear the costs equally of the references to the Expert or Arbitrator unless the Arbitrator or Expert directs otherwise.

37.6 If any dispute between the Councils is resolved pursuant to the provisions of this clause 37 (otherwise than via the appointment of an Arbitrator or Expert) then the Councils party to the dispute shall record the resolution of their dispute in writing and shall each promptly sign the same. The signed document shall then form a legally binding agreement between the parties to the dispute by way of a supplement to this Agreement.

37.7 For the purpose of this clause 37 a dispute shall be deemed to first arise on the date it is first referred to the Joint Committee pursuant to clause 37.1.

38 NOTICES

38.1 Any notice to be served under this Agreement shall be valid and effective if it is addressed to the other Councils' chief executive (or equivalent) as appropriate and sent by pre-paid Royal Mail first class 'signed for' or 'special' delivery post or delivered by hand to the other Councils' principal office.

38.2 Any such demand, notice or communication shall be deemed to have been duly served:

38.2.1 if delivered by hand, when left at the proper address for service; or

38.2.2 if given or made by pre-paid Royal Mail first class 'signed for' or 'special' delivery post, two Working Days after being posted;

provided in each case that if the time of such deemed service is either after 4.00 pm on a working day or on a day other than a working day, service shall be deemed to occur instead at 10.00 am on the next following working day.

38.3 A notice given under this Agreement is not valid if sent by e-mail unless the Councils have previously agreed in writing to accept service by e-mail. If service by e-mail is agreed, then the following shall apply:

38.3.1 an e-mail shall be deemed delivered at 10:00am the next working day unless an error message or 'out of office' message is received by the sender;

38.3.2 notices shall only be accepted if sent to the e-mail address given by a Council to the other Councils as being the designated e-mail address for the service of notices.

38.4 If the Councils agree to service of notice by e-mail, they do not agree to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution unless specifically stated.

39 GOVERNING LAW

39.1 This Agreement is governed and construed in accordance with the law of England and the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any difference or dispute arising from or in connection with this dispute (including non-contractual disputes or claims)

40 COSTS OF THIS AGREEMENT

40.1 The costs relating to the preparation, negotiation and completion of this Agreement shall be charged to the Joint Committee budget.

IN WITNESS of the above the Councils have executed and delivered this Agreement as a Deed on the above date.

SCHEDULE 1

Hemel Hempstead Crematorium Service Standards

The Services to be provided at the Hemel Hempstead Crematorium by the Lead Authority to the Councils shall be as set out below or as may otherwise be agreed by the Lead Authority and the Councils from time to time and provided for in the Agreement for Services.

Office hours

- Monday to –Friday 9am to 4pm
- Saturday/Sunday / Public Holidays Closed

Reception services

- Trained staff offering guidance at all times
- 24 hour automated booking
- Answering machine
- Electronic mail

Garden of Remembrance opening times

- Monday to Friday 8am
- Saturday/Sunday and bank holidays 9am

Closing times

- November to February 4.30pm
- March 6pm
- April 7pm
- May to August 8pm
- September 7pm
- October 6pm

Car parking

- Capacity for 150

7 Chapel times per day Monday to Friday

- 9am start
- 3pm last service
- 60 minute duration (40 min service time)
- Additional time bookable
- Memorial service only

Saturday / Sunday / Public holiday cremation services

(subject to staff availability)

- Saturday – 9am to 3pm
- Sunday/Public Holidays – 10am to 2pm

Chapel capacity

- 140 seats

Service content

- Interdenominational
- Non-religious
- Digital music system including webcasting, service recording and visual tributes

Tribute facilities

- Flower terrace
- Donation on funeral director direction
- Flower disposal on second morning after funeral at 8am

Cremation facilities

- All performed within 72 hours of funeral service
- Outsize coffins accommodated
- Witness charging of coffins available
- Witness disposal of cremated remains available
- Despatch of remains to designated destinations
- Receipt / dispersal from other crematoria
- Retention of cremated remains
- Cremations at short notice at any reasonable time

Meeting people's needs

- Wheelchair access to all areas
- Changing Places facility
- Induction loop in chapel
- Designated WC onsite
- Wheelchair available
- Clear signage
- Provision of funeral service in Braille

- Provision of popular hymns in Braille
- Signing at cremation services
- Hindu service books

Memorial literature

- Accurate content
- Sympathetic to needs
- Distribution after cremation with permission
- User-friendly application forms
- Website

Memorial facilities

- Book of Remembrance
- Vases for use in Book of Remembrance Chapel
- Replica cards: minibooks
- Rose Bushes: Shrubs or trees
- Garden Seats: subject to availability
- Garden Memorial and Bulb Scheme

Garden of Remembrance maintenance standards (growing season)

- General maintenance / clearance and replacement to agreed monthly programme
- Woodland areas mown as required
- Roses pruned twice yearly
- Roses sprayed twice weekly during growing season
- Beds maintained weed free
- Benches cleaned as required
- Benches stripped and preservative applied
- Memorials checked for condition (ongoing)
- Notification system in place for poor memorials
- Notification system in place once memorial replaced

Communication with funeral directors and religious and non-religious officiates

- Conduct annual survey
- Provide regular updates on standards and performance
- Issuing of Service Level Agreements

- Conduct an annual meeting
- Guided tours by arrangement

Communication with the public

- Memorial literature at selected distribution points
- Guided tours by arrangement

General correspondence

- Replies within three Working Days

Complaint handling

- Acknowledgement same day
- Resolve within one week
- Exceptional circumstances within one month

SCHEDULE 2

West Herts Crematorium Service Standards

The Services to be provided at the West Herts Crematorium by the Lead Authority to the Councils shall be as set out below or as may otherwise be agreed by the Lead Authority and the Councils from time to time and provided for in the Agreement for Services. **Office hours**

- Monday to Saturday - 9am to 4pm
- Sunday / Public Holidays - 10am to 1pm and 2pm to 4pm

Reception services

- Trained staff offering guidance at all times
- 24 hour automated booking
- Answering machine
- Electronic mail
- Vending machines - food and drink

Garden of Remembrance opening times

- April to October: Monday to Friday - 8am to 6:30pm
- Saturday/Sunday/Public Holidays: 9am to 6:30pm
- October to March: Monday to Friday - 8am to 5pm
- October to March: Monday to Friday - 9am to 4:30pm

Car parking

- Capacity for 150
- Traffic control as required

22 Chapel times per day Monday to Friday

- 9am start
- 4pm last service
- 40 minute duration
- Additional time bookable
- Memorial service only

Saturday / Sunday / Public holiday cremation services
(subject to staff availability)

- Saturday - 9am to 3pm
- Sunday/Public Holidays - 10am to 2pm

Chapel capacity

- 120 seats North Chapel
- 50 seats North Chapel

Service content

- Interdenominational
- Non-religious
- Digital music system
- Organist

Tribute facilities

- Flower terrace
- Donation on funeral director direction
- Flower disposal on third morning after funeral at 8am

Cremation facilities

- All performed within 72 hours of funeral service
- Outsize coffins accommodated
- Witness charging of coffins available
- Witness disposal of cremated remains available
- Despatch of remains to designated destinations
- Receipt / dispersal from other crematoria
- Retention of cremated remains
- Cremations at short notice at any reasonable time

Meeting people's needs

- Wheelchair access to all areas
- Induction loop in chapels
- Designated WC onsite
- Wheelchair available
- Clear signage
- Provision of funeral service in Braille
- Provision of popular hymns in Braille
- Signing at cremation services
- Hindu service books

Memorial literature

- Accurate content
- Sympathetic to needs
- Distribution after cremation
- User-friendly application forms
- Website

Memorial facilities

- Book of Remembrance
- Digital Book of Remembrance
- Vases for use in Book of Remembrance Chapel
- Replica cards: minibooks
- Leather panel: cloister wall plaque
- Rose Bushes: Shrubs or trees
- Garden Seats: subject to availability
- Dedicated Hymn books
- Garden Memorial and Bulb Scheme

Garden of Remembrance maintenance standards (growing season)

- General maintenance / clearance and replacement to agreed monthly programme
- Woodland areas mown as required
- Roses pruned twice yearly
- Roses sprayed twice weekly during growing season
- Beds maintained weed free
- Benches cleaned as required
- Benches stripped and preservative applied
- Memorials checked for condition (ongoing)
- Notification system in place for poor memorials
- Notification system in place once memorial replaced

Communication with funeral directors and religious and non-religious officiates

- Conduct annual survey
- Provide regular updates on standards and performance
- Issuing of Service Level Agreements

- Conduct an annual meeting
- Guided tours by arrangement

Communication with the public

- Memorial literature at selected distribution points
- Guided tours by arrangement

General correspondence

- Replies within three Working Days

Complaint handling

- Acknowledgement same day
- Resolve within one week
- Exceptional circumstances within one month

Joint Committee Approved Budget First Financial Year [2023/2024]

The Common Seal of the
WATFORD BOROUGH COUNCIL

14936519-137

8447788

was affixed
in the presence of

Authorised officer

The Common Seal of the
THREE RIVERS DISTRICT COUNCIL

was affixed in the
presence of

Authorised officer

The Common Seal of the
ST ALBANS CITY AND DISTRICT COUNCIL

was affixed in the
presence of

Authorised officer

The Common Seal of the
HERTSMERE BOROUGH COUNCIL

was affixed in the
presence of

Authorised officer

The Common Seal of the
DACORUM BOROUGH COUNCIL

was affixed in the
presence of

Authorised officer