

Dated

2024

THREE RIVERS DISTRICT COUNCIL

and

DACORUM BOROUGH COUNCIL

and

HERTSMERE BOROUGH COUNCIL

and

ST ALBANS CITY AND DISTRICT COUNCIL

and

WATFORD BOROUGH COUNCIL

AGREEMENT FOR CREMATORIA SERVICES

relating to the provision of crematoria services

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Ref: MM/051898.0001

CONTENTS

1. INTERPRETATION
2. COMMENCEMENT, DURATION, STATUS & REVIEW
3. PROVISION OF SERVICES
4. SERVICES FAILURE AND RECTIFICATION
5. MANAGEMENT OF THE SERVICES
6. THE JOINT COMMITTEE BUDGET, FINANCIAL CONTRIBUTIONS AND BUDGET SURPLUSES
7. HONORARY APPOINTMENTS TO THE JOINT COMMITTEE
8. PROCUREMENT
9. MANAGEMENT AND OPERATION OF THE HEMEL HEMPSTEAD CREMATORIUM
10. MANAGEMENT AND OPERATION OF THE WEST HERTS CREMATORIUM
11. CREMATORIA BUSINESS RATES AND OUTGOINGS
12. CREMATORIA HOSTING FEE
13. EMPLOYEES AND OFFICERS
14. TRANSFERRING EMPLOYEES
15. ACCOMMODATION, FACILITIES, SUPPORT SERVICES AND ASSETS
16. INSURANCE AND INDEMNITIES
17. ACCOUNTING, REPORTING AND SCRUTINY
18. TERMINATION
19. PROVISIONS ON TERMINATION
20. WITHDRAWAL
21. PROVISIONS ON WITHDRAWAL
22. FORCE MAJEURE

23. CONFIDENTIALITY, FREEDOM OF INFORMATION ACT 2000 AND THE ENVIRONMENTAL INFORMATION REGULATIONS 2004
24. DATA PROTECTION
25. DISPUTE RESOLUTION
26. ENTIRE AGREEMENT
27. VARIATION AND WAIVER
28. NO PARTNERSHIP OR AGENCY
29. GOOD FAITH
30. THIRD PARTY RIGHTS
31. ASSIGNMENT
32. NOTICE
33. SEVERANCE
34. COUNTERPARTS
35. COSTS
36. GOVERNING LAW AND JURISDICTION

SCHEDULE 1 JOINT COMMITTEE BUDGET [2023/2024]

SCHEDULE 2 HEMEL HEMPSTEAD CREMATORIUM SERVICE STANDARDS

SCHEDULE 3 HEMEL HEMPSTEAD CREMATORIUM OPERATIONAL ARRANGEMENTS AND PROPERTY SERVICES

SCHEDULE 4 WEST HERTS CREMATORIUM SERVICE STANDARDS

SCHEDULE 5 WEST HERTS CREMATORIUM OPERATIONAL ARRANGEMENTS AND PROPERTY SERVICES

SCHEDULE 6 TRANSFERRING EMPLOYEES

SCHEDULE 7 HEMEL HEMPSTEAD CREMATORIUM PERFORMANCE MONITORING ARRANGEMENTS

SCHEDULE 8 WEST HERTS CREMATORIUM PERFORMANCE MONITORING ARRANGEMENTS

BETWEEN

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

each a Council and together the Councils.

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.
- (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 a Joint Committee Agreement, which replaces the Memorandum of Agreement and brings 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 to the other Councils 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.
- (I) The Lead Authority shall provide the crematoria services to the other Councils pursuant to Joint Committee Agreement and this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Services Agreement where the context so admits:

1.1.1 The following words and phrases shall bear the following meanings:

- “Administering Authority”** means Hertfordshire County Council in its capacity as the administering authority of the Scheme;
- “Agreement”** means this Agreement for Crematoria Services;
- “Business Rates”** means the national non-domestic rates payable in respect of the Crematoria pursuant to the Local Government Finance Act 1988 (as amended);
- “Balancing Pond”** means the balancing pond edged red and hatched light blue on the plan annexed to schedule 3;
- “Car Park, Roads and Paths”** means the area hatched dark blue and the area hatched red on the plan annexed to schedule 3 combined;
- “Cemetery”** means the Poppy Fields Cemetery at Bedmond Road, Hemel Hempstead, HP3 8LL shown edged orange on the plan annexed to schedule 3;
- “Cemetery Manager”** means the manager of the Cemetery;

“Cemetery Reserved Rights”	means Balancing Pond access road shown edged green and hatched green on the plan annexed to schedule 3;
“Commencement Date”	means the above date;
“Competent Authority”	means any government sponsored body with regulatory jurisdiction over the Lead Authority in relation to the provision of the Services;
“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 21.3);
“Crematoria”	means the Hemel Hempstead Crematorium and the West Herts Crematorium collectively;
“Data Protection Legislation”	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;
“Employees”	means persons employed by the Lead Authority and from time to time engaged in the provision of the Services and

“Employee Liability Information”	<p>Employee means any one of them as the context requires;</p> <p>means the information which a transferor is obliged to notify a transferee of pursuant to Regulation 11(2) of the TUPE Regulations regarding any person employed by them who is assigned to the organised grouping of resources or employees which is the subject of the relevant transfer and also such employees as fall within Regulation 11(4) of the TUPE Regulations;</p>
“Financial Year”	<p>means the year ending on the 31st of March;</p>
“Functions”	<p>means the crematoria functions of the Councils under section 214 of the Local Government Act 1972 discharged by the Joint Committee pursuant to the Joint Committee Agreement;</p>
“Future Provider”	<p>means either the Successor Lead Authority for the Services or any other service provider who shall provide any service equivalent to any of the Services after the expiry or earlier termination of this Agreement;</p>
“Hemel Hempstead Crematorium”	<p>means the land and buildings constructed thereon situated at Bunkers Farm, Bedmond Road, Hemel Hempstead, Hertfordshire, HP3 8LL</p>

shown edged red on the plan annexed to schedule 3 (but excluding the Balancing Pond and Cemetery Reserved Rights) together with all additions, alterations, improvements and landlord's fixtures and fittings at the same from time to time;

“Hosting Fee”

means the fee payable to each of Dacorum Borough Council and Three Rivers District Council under clause 12 (*Crematoria Hosting Fee*)

“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 to 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;

means any and all of

“Law”

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 Three Rivers District Council;

“LGPS 2013 Regulations”

means the Local Government Pension Scheme Regulations

	2013;
“Mandatory Policies”	means the policies, procedures, rules, codes and the like of Three Rivers District Council as amended from time to time;
“Member”	means an elected councillor or the elected mayor of a Council;
“Monitoring Officer”	means the Officer designated by a Council 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 a calendar month;
“Named Contact”	means the Officer nominated as a Named Contact under clause 3 (<i>Provision of Services</i>);
“Necessary Consents”	means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary for the provision of the Services;
“Officer”	means an employee of a Council;
“Outdoor Space”	means the area edged red on the plan annexed to schedule 3 excluding the crematorium building, Balancing Pond,

	Cark Park, Roads and Paths;
“Parties”	means the Lead Authority and / or DBC, HBC, SACDC and WBC as the context dictates and Party means any one of the Lead Authority and / or DBC, HBC, SACDC or WBC as the context requires;
“Relevant Agreement”	means any agreement, lease, licence or the like additional to this Agreement and the Joint Committee Agreement as may be required for the provision of the Services by the Lead Authority;
“Redundancy Costs”	means the statutory notice and redundancy payments, any accrued but untaken holiday pay and any contractual notice and redundancy payments that were inherited by Three Rivers District Council as result of each the relevant transfers on the Service Transfer Date together with any payment to the Fund under Regulation 68(2) of the LGPS 2013 Regulations arising from benefits becoming immediately payable under Regulation 30(7) of the LGPS 2013 Regulations;
“s151 Officer”	means the Officer designated by a Council as the person responsible for the proper administration of its financial affairs, as required by section

	151 of the Local Government Act 1972;
“Scheme”	has the meaning in clause 14.2 (<i>Transferring Employees</i>);
“Services”	means the crematoria services provided by the Lead Authority;
“Service Transfer Date”	means 1 April 2023;
“Shared Access Road”	means the shared access road shown coloured yellow and hatched black on the plan annexed to schedule 3;
“Termination Date”	means the last day of the Termination Period on which date this Agreement shall terminate;
“Termination Period”	means a period of not less than 12 (twelve) months from the service of valid notice under clause 18 (<i>Termination</i>);
“TUPE Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
“Transferring Employees”	means the Employees listed in schedule 6 whose employment transferred to Three Rivers District Council on the Service Transfer Date;;
“West Herts Crematorium”	means the crematorium situated at High Elms Lane, Garston, Watford, Hertfordshire, WD25 0JS

edged red on the plan annexed to schedule 5;

“Withdrawal Period”

means a period of not less than 12 (twelve) months from the service of valid notice under clause 20 (*Withdrawal*);

“Working Days”

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

- 1.1.2 words denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include corporations.
- 1.1.3 reference to any statutory provisions or instruments shall be deemed to include reference to any such provisions or instruments as from time to time amended, varied, replaced, extended or re-enacted and to any orders, directions, determinations, statutory guidance or regulations made or given under such provisions.
- 1.1.4 reference to a clause or a schedule shall be deemed to be references to a clause or a schedule to this Agreement and references to a sub-clause shall be deemed to be references to a sub-clause of the clause in which the reference appears.
- 1.2 Clause headings are included for ease of reference only and shall not affect this Agreement or the interpretation hereof. Words following the terms **“including”**, **“include”**, **“in particular”**, **“for example”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.3 The term **“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).
- 1.4 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.

2. COMMENCEMENT, DURATION, STATUS AND REVIEW

2.1 This Agreement shall commence on the Commencement Date and shall continue in force from year to year provided that:

2.1.1 it may be terminated by any Party in accordance with clause 18 (*Termination*);

2.1.2 a Party (other than the Lead Authority) may withdraw from this Agreement in accordance with clause 20 (*Withdrawal*).

2.2 Where any inconsistency or conflict arises between any of the provisions of this Agreement and the Joint Committee Agreement the provisions of the Joint Committee Agreement shall prevail provided that the Joint Committee Agreement is in force at the time any such inconsistency or conflict arises.

2.3 The Parties acknowledge that the Lead Authority's provision of the Services may be subject to changes resulting from without limitation:

2.3.1 regulatory or statutory requirements;

2.3.2 structural or organisational changes within the Lead Authority;

2.3.3 changes to the Lead Authority's operational delivery of the Services;

2.3.4 the Parties' requirements;

and that such changes may need to be incorporated into this Agreement.

2.4 The Parties agree that the Lead Authority's provision of the Services and this Agreement shall be reviewed no later than the first anniversary of the Commencement Date and thereafter as agreed by the Parties.

2.5 Where a variation to this Agreement is required pursuant to a change of the type detailed under clause 2.3 above or otherwise following a review of the provision of the Services or the operational aspects of this Agreement it shall be varied in accordance with clause 27 (*Variation and Waiver*).

3. PROVISION OF SERVICES

3.1 The Lead Authority shall provide the Services to the Parties pursuant to this Agreement, the Joint Committee Agreement, any Relevant Agreement and the Joint Committee budget.

- 3.2 For a period of no longer than 12 (twelve) months from the Commencement Date the Lead Authority shall provide the Services at the Hemel Hempstead Crematorium in accordance with service standards set out in schedule 2.
- 3.3 For a period of no longer than 12 (twelve months) from the Commencement Date the Lead Authority shall provide the Services at the West Herts Crematorium in accordance with the service standards set in schedule 4.
- 3.4 During the 12 (twelve) month period referred to at clauses 3.2 and 3.3 above the Lead Authority and the other Parties shall agree for the approval of the Joint Committee service standards for the provision of the Services at each of the Hemel Hempstead Crematorium and the West Herts Crematorium.
- 3.5 The service standards agreed and approved pursuant to clause 3.4 above shall be incorporated into this Agreement as a new schedule 2 as regards the Hemel Hempstead Crematorium and a new schedule 4 as regards the West Herts Crematorium pursuant to a notice served by the Lead Authority and agreed by the other Parties in accordance with clause 27 (*Variation and Waiver*).
- 3.6 During the 12 (twelve) month period referred to at clauses 3.2 and 3.3 above the Lead Authority and the other Parties shall agree for the approval of the Joint Committee a performance monitoring framework for the Lead Authority's provision of the Services at each of the Hemel Hempstead Crematorium and the West Herts Crematorium.
- 3.7 The performance monitoring frameworks to be agreed and approved pursuant to clause 3.6 above shall be incorporated into this Agreement as a new schedule 7 as regards the Hemel Hempstead Crematorium and a new schedule 8 as regards the West Herts Crematorium pursuant to a notice served by the Lead Authority and agreed by the other Parties in accordance with clause 27 (*Variation and Waiver*).
- 3.8 The Lead Authority agrees to use its reasonable endeavours to provide the Services in accordance with the agreed standards.
- 3.9 The Lead Authority shall at all times provide the Services in compliance with:
- 3.9.1 all applicable Law; and,
- 3.9.2 its Mandatory Policies;
- including without limitation as regards health and safety, anti-slavery and anti-bribery and shall maintain such records as are necessary under the Law or the Mandatory Policies and make them available for inspection by any relevant authority that is entitled to inspect them, and by the other Parties and the Joint Committee.

- 3.10 The Lead Authority shall obtain and maintain and comply with all Necessary Consents required in respect of the provision of the Services and upon request shall provide a copy of any Necessary Consent to the other Parties and the Joint Committee.
- 3.11 Each Party warrants:
- 3.11.1 that it shall discharge its obligations under this Agreement and any Relevant Agreement with all due skill, care and diligence; and,
 - 3.11.2 that it shall not through any act, omission or failure of its own arising from or connection with this Agreement or Lead Authority's provision of the Services cause the Lead Authority or another Party to breach or otherwise incur liability under the terms of this Agreement or any Relevant Agreement.
- 3.12 Each Party shall nominate an Officer as a Named Contact as its first point of contact for the purpose of this Agreement and the provision of the Services and shall notify the name and contact details of the Named Contact to each other Party.
- 3.13 Complaints from Officers or Members of the Lead Authority or members of the public arising from or in connection with the Lead Authority's provision of the Services shall be managed in accordance with the Lead Authority's relevant Mandatory Policy.
- 3.14 The Parties shall co-operate fully with each other in responding to any enquiries in the course of investigations carried out by the Local Government and Social Care Ombudsman or any other relevant statutory body or statutory officer which shall include the Monitoring Officer and s151 Officer of the Parties.

4. SERVICE FAILURES AND RECTIFICATION

- 4.1 Except where clause 3.13 above applies where a Party considers that:
- 4.1.1 the Lead Authority has not provided the Services with due skill, care and diligence or otherwise in accordance with this Agreement; or,
 - 4.1.2 another Party has failed to discharge its obligations under this Agreement;
- the "Aggrieved Party" shall serve notice on the Lead Authority or the other Party (as the case may be) the "Defaulting Party" to rectify the "Defect" as shall be detailed in the notice within such reasonable time as shall be specified in the notice.
- 4.2 Where the Defaulting Party disagrees with the notice or fails to rectify the Defect to the satisfaction of the Aggrieved Party the Defaulting Party or the Aggrieved Party (as the case may be) shall refer the matter to the Joint Committee for determination in accordance with clause 25 (*Dispute Resolution*) and the Joint Committee Agreement.

- 4.3 Where the Joint Committee determines that a Defect requires rectification the Defaulting Party shall take such steps as the Joint Committee in consultation with the Aggrieved Party (and the other Parties where appropriate) considers reasonable to rectify the Defect which without limitation may include a requirement that the Defaulting Party produces a “Remedial Plan” for the consideration of the Joint Committee within 20 Working Days or such shorter period as the Joint Committee considers reasonable which sets out:
- 4.3.1 the Defaulting Party’s analysis of why the Defect occurred;
 - 4.3.2 the steps the Defaulting Party proposes to take to rectify the Defect and / or implement appropriate improvements;
 - 4.3.3 the steps the Defaulting Party proposes to take to avoid a recurrence of the Defect; and,
 - 4.3.4 a timeframe for the rectification of the Defect and / or implementation of appropriate improvements.
- 4.4 In consultation with the Aggrieved Party (and the other Parties where appropriate) the Joint Committee shall notify the Defaulting Party within 20 (twenty) Working Days of receipt of the Remedial Plan whether it is agreed or rejected.
- 4.5 If the Joint Committee rejects the Remedial Plan it shall give reasons in writing and the Defaulting Party shall within a further 10 (ten) Working Days propose a revised Remedial Plan.
- 4.6 Where a Remedial Plan or otherwise steps to rectify the Defect cannot be agreed or the Defect is not rectified in accordance with an agreed Remedial Plan or such other steps as may have been agreed pursuant to this clause 4 the matter shall be escalated for resolution in accordance with clause 25 (*Dispute Resolution*).
- 4.7 In the event that the provision of the Services is subject to an adverse inspection report by a Competent Authority the Lead Authority shall prepare a Remedial Plan or equivalent in accordance with this clause 4 or as may otherwise be specified by the regulator for the approval of the other Parties and the Joint Committee.
- 4.8 Where the rectification of a Defect requires a variation to this Agreement it shall be varied in accordance with clause 27 (*Variation and Waiver*).

5. MANAGEMENT OF THE SERVICES AND THE HONORARY OFFICER

- 5.1 The “Crematoria Manager” shall be responsible on a day-to-day basis for the management of the Employees, the operation of the Crematoria and the delivery of the

Services in accordance with this Agreement, the Lead Authority's Mandatory Policies, the Joint Committee Agreement and any other Relevant Agreement.

- 5.2 The Honorary Officer of the Joint Committee shall be responsible on a day-to-day basis for the line management of the Crematoria Manager and overseeing the day-to-day operational delivery of the Service in accordance with this Agreement, the Lead Authority's Mandatory Policies, the Joint Committee Agreement and any other Relevant Agreement.
- 5.3 The Honorary Officer shall be responsible for developing the operational policies, service standards and performance monitoring framework for the Services and performing such other duties as may be agreed with the Lead Authority.
- 5.4 The Honorary Officer shall report to, and act as an advisor to, the Joint Committee.
- 5.5 The Honorary Officer shall be appointed in accordance with clause 12 (*Honorary Officer*) of the Joint Committee Agreement and shall be an Officer of the Lead Authority.
- 5.6 The Lead Authority may amend terms and conditions of employment and the job description of the Officer appointed as the Honorary Officer to reflect the additional duties and responsibilities arising from or in connection with the role.
- 5.7 Costs incurred by the Lead Authority in the pursuance of clauses 5.2 to 5.6 above shall be charged to the Joint Committee budget.
- 5.8 Pursuant to clause 12 (*Honorary Officer*) of the Joint Committee Agreement the role of Honorary Officer to the Joint Committee is a salaried position and the salary and expenses of the Honorary Officer and any costs incurred by the Lead Authority in the facilitation of the role shall be paid by the Joint Committee.

6. THE JOINT COMMITTEE BUDGET, FINANCIAL CONTRIBUTIONS AND BUDGET SURPLUSES

- 6.1 The Parties intend that the provision of the Services shall require no revenue funding from the Lead Authority or the Parties to which the Lead Authority shall provide the Services on a cost recovery basis and in accordance with the approved Joint Committee budget.
- 6.2 The Lead Authority shall hold and manage the Joint Committee budget in accordance with its relevant Mandatory Policies.
- 6.3 The Joint Committee budget for the Financial Year 1 April [2023/2024] is set out at schedule 1 of this Agreement.

- 6.4 For each 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.
- 6.5 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 Parties the Lead Authority shall prepare a business case for the agreement of the Joint Committee and its recommendation to the Parties for approval in accordance with time frame set out in clause 6.4 above.
- 6.6 The Parties shall underwrite in equal share any deficit in the approved Joint Committee budget.
- 6.7 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 Parties in equal share by such arrangements as the Joint Committee may decide.

7. HONORARY APPOINTMENTS TO THE JOINT COMMITTEE

- 7.1 Pursuant to the Joint Committee Agreement the Lead Authority or another of the Parties shall appoint as below an Officer to the following honorary roles of the Joint Committee:
- 7.1.1 clerk – who shall be an Officer of a Party other than the Lead Authority;
- 7.1.2 treasurer – who shall be an Officer of the Lead Authority;
- 7.1.3 surveyor – who shall be an Officer of a Party other than the Lead Authority;
- 7.1.4 officer – who shall be an Officer of the Lead Authority.
- 7.2 An Officer appointed to the Joint Committee in accordance with clause 7.1 above shall remain an employee of the Lead Authority or the appointing Party (as the case may be).

8. PROCUREMENT

- 8.1 The Lead Authority shall procure such goods and services as may be reasonably required for provision of the Services in accordance with its Mandatory Policies provided that such procurement is within the approved Joint Committee budget.

8.2 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.

8.3 The Lead Authority may charge the reasonable fees and expenses of managing any procurement to the Joint Committee on a cost recovery basis.

9. MANAGEMENT AND OPERATION OF THE HEMEL HEMPSTEAD CREMATORIUM

9.1 The Lead Authority shall manage and operate the Hemel Hempstead Crematorium on a day-to-day basis pursuant to this Agreement and the provisions of schedule 3, the Lead Authority's Mandatory Policies and any Relevant Agreement.

9.2 The Lead Authority shall ensure that its operation of the Hemel Hempstead Crematorium does not interfere with or impede the operation of the Cemetery or the provision or delivery of the cemetery services by DBC.

9.3 DBC shall ensure that its operation of the Cemetery does not interfere with or impede the Lead Authority's operation of the Hemel Hempstead Crematorium.

9.4 The Lead Authority and DBC shall respectively procure that the Crematoria Manager and the Cemetery Manager cooperate with each other and agree such day-to-day arrangements as may be necessary to ensure the provision and efficient delivery of the Services and the cemetery services in accordance with required service standards.

9.5 Any disagreement between the Crematoria Manager and the Cemetery Manager arising from or in connection with the Lead Authority's operation of the Hemel Hempstead Crematorium or DBC's operation of the Cemetery which cannot be resolved by the Crematoria Manager and the Cemetery Manager shall be escalated to the Honorary Officer and the "Strategic Director for Neighbourhood Operations" of DBC and thereafter if required the chief executive officers of the Lead Authority and DBC.

9.6 Without prejudice to the generality of this Agreement, the Joint Committee Agreement or any Relevant Agreement the Parties and the Joint Committee acknowledge and agree that the Lead Authority's day-to-day management and operation of the Hemel Hempstead Crematorium:

9.6.1 shall not create a relationship of landlord and tenant nor licensor and licensee between DBC and the Lead Authority or the Joint Committee;

9.6.2 shall not create for the Lead Authority or the Joint Committee a right of exclusive possession of the Hemel Hempstead Crematorium nor the right for the Lead Authority or the Joint Committee to exclude DBC from the Hemel

Hempstead Crematorium the overall right of control and possession of which is retained by DBC;

9.6.3 that the Lead Authority's day-to-day management and operation of the Hemel Hempstead Crematorium is personal to the Lead Authority and the Lead Authority shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other matter with any of its rights and obligations in respect thereof; and,

9.6.4 that the rights granted to the Lead Authority for the purpose of managing and operating the Hemel Hempstead Crematorium on a day-to-day basis shall be exercised only by the Lead Authority or its authorised contractors unless otherwise agreed in writing by the Joint Committee and / or DBC (as the case may be).

10. MANAGEMENT AND OPERATION OF THE WEST HERTS CREMATORIUM

10.1 The Lead Authority shall manage and operate the West Herts Crematorium on a day-to-day basis pursuant to this Agreement and the provisions set out at schedule 5, the Lead Authority's Mandatory Policies and any Relevant Agreement.

10.2 Without prejudice to the generality of this Agreement, the Joint Committee Agreement or any Relevant Agreement the Councils and the Joint Committee acknowledge and agree that the Lead Authority's day-to-day management and operation of the West Herts Crematorium on behalf of the Joint Committee:

10.2.1 shall not create a relationship of landlord and tenant nor licensor and licensee between the Lead Authority and the Joint Committee or any other of the Councils;

10.2.2 shall not create for the Joint Committee or any other of the Councils any rights of whatsoever kind over the West Herts Crematorium including without limitation as regards its possession, occupation or use or the exclusion from it of the Lead Authority;

10.2.3 that the overall right of control and possession of the West Herts Crematorium is retained by the Lead Authority;

10.2.4 that West Herts Crematorium shall be operated on behalf of the Joint Committee only by the Lead Authority or its authorised contractors shall unless otherwise agreed in writing by the Joint Committee; and,

10.2.5 that for the duration of this Agreement Lead Authority shall not grant to any third party any rights over the West Herts Crematorium which adversely affect

or may adversely affect the discharge of the Functions by the Joint Committee or the provision of the Services by the Lead Authority.

11. CREMATORIA BUSINESS RATES AND OUTGOINGS

- 11.1 Without prejudice the generality of this Agreement or the Joint Committee Agreement, 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.
- 11.2 Business Rates and outgoings paid by the Lead Authority in respect of the Crematoria shall be recharged to the Joint Committee budget.

12. CREMATORIA HOSTING FEE

- 12.1 DBC and TRDC 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.
- 12.2 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 Parties' s151 Officers and the Treasurer to early repayment of the Hosting Fee arrears who shall make appropriate recommendation to the Joint Committee for approval.
- 12.3 Except where clause 12.4 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).
- 12.4 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.
- 12.5 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.

13. EMPLOYEES AND OFFICERS

- 13.1 The Lead Authority shall recruit, employ and manage such Employees as may be required for the provision of the Services on such terms and conditions as the Lead Authority considers appropriate and in accordance with its relevant Mandatory Policies.
- 13.2 Officers appointed by the Lead Authority or another Party (as the case may be) as the honorary Clerk, Treasurer, Surveyor or Officer to the Joint Committee pursuant to clause 7 above (*Honorary Appointments to the Joint Committee*) and in accordance with the Joint Committee Agreement shall remain employed by the Lead Authority or the Party appointing them (as the case may be).
- 13.3 Where the secondment of an Officer from another Party to the Lead Authority is required such arrangements shall be agreed by the Lead Authority and the Party seconding the Officer.
- 13.4 Where a Party is seconding an Officer to the Lead Authority for the purpose of clause 13.3 above the Officer shall remain an employee of the Party seconding them and their employment shall not transfer to the Lead Authority.
- 13.5 A Party seconding an Officer for the purpose of clause 13.3 above may charge its reasonable costs and expenses in doing so to the Joint Committee budget.

14. TRANSFERRING EMPLOYEES

- 14.1 The Parties acknowledge that the provision of the Services by TRDC (as the Lead Authority) from the Service Transfer Date shall with respect to each of the Transferring Employees detailed in the table at schedule 6 be treated as a relevant transfer for the purposes of the TUPE Regulations and the Parties agree that as a consequence of that relevant transfer the contracts of employment made between TRDC and the Transferring Employees (save insofar as such contracts relate to benefits for old age, invalidity or survivors under occupational pension scheme) shall have effect from and after the Service Transfer Date as if originally made between TRDC and the Transferring Employees.
- 14.2 TRDC shall ensure that the Transferring Employees are enrolled into the Hertfordshire Pension Fund (the "Scheme") with effect from the date of the relevant transfer referred to in clause 14.1 above and shall remain eligible to be members for those who opt out after transfer.
- 14.3 The Parties agree that:
- 14.3.1 Save to the extent that it arises from the actions or omissions of TRDC, the Parties shall bear an equal share of each and every cost claim, liability

expense or demand which is properly and reasonably incurred by TRDC in connection with the employment of the Transferring Employees for every act or omission prior to the Service Transfer Date:

- (a) which is deemed to have been done or omitted to be done by or on behalf of TRDC by reason of the TUPE Regulations; or
- (b) for which TRDC is jointly and severally liable under the TUPE Regulations;

14.3.2 Save to the extent that it arises from the actions or omissions of TRDC, the Parties shall bear an equal share of all claims, liabilities, costs, demands (including all reasonable expenses associated therewith) made within 12 (twelve) months of the Service Transfer Date by or in relation to each and every employee or former employee engaged in the provision of the Services prior to the Service Transfer Date and who is not a Transferring Employee in respect of whom it is alleged their employment or any liabilities have transferred to TRDC pursuant to the TUPE Regulations;

PROVIDED THAT in the event of any such claim being made TRDC shall forthwith notify the other Parties and no agreement or settlement shall be reached or entered into by TRDC without the prior written consent of the other Parties such consent not to be unreasonably withheld or delayed.

14.4 TRDC shall be responsible for each and every cost, claim, liability, expense or demand in connection with or as the result of any failure by TRDC between the Service Transfer Date and the Termination Date to comply its legal obligations to the Employees or their representatives in respect of the employment or termination of employment of any Employees save to the extent that such failure arises out of the failure of a Future Provider to comply with its legal obligations in relation to information and consultation pursuant to Regulation 13(4) of the TUPE Regulations.

14.5 TRDC shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Employees including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the Service Transfer Date until the Termination Date provided always that TRDC shall be entitled to reimbursements of its costs in complying with this clause 14.5 from the Joint Committee Budget (except as provided in clause 14.11 below).

14.6 TRDC shall within the period of twelve (12) months immediately preceding the Termination Date:

- 14.6.1 on receiving a request from the Joint Committee provide in respect of any Employee full and accurate details regarding the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment of and other matters affecting each of those Employees who it is expected, if they remain in the employment of TRDC until immediately before the Termination Date, would be Returning Employees (the “Retendering Information”);
 - 14.6.2 provide the Retendering Information promptly and at no cost to the Joint Committee;
 - 14.6.3 notify the Joint Committee forthwith in writing of any material changes to the Retendering Information promptly as and when such changes arise;
 - 14.6.4 be precluded from making any material increase or decrease in the numbers of Employees without the written permission of the Joint Committee, such consent not to be unreasonably withheld or delayed;
 - 14.6.5 be precluded from making any increase in the remuneration or other change in the terms and conditions of the Employees other than in the ordinary course of business or with the Joint Committee’s prior written consent; and
 - 14.6.6 be precluded from transferring any of the Employees to another part of its operation or moving other employees from elsewhere in its operation who have not previously been employed or engaged in providing the Services to provide the Services save with the Joint Committee’s prior written consent, such consent not to be unreasonably withheld or delayed.
- 14.7 TRDC shall provide the Employee Liability Information to the Joint Committee at such time or times as are required by the TUPE Regulations, and shall warrant at the time of providing such Employee Liability Information, that such information will be updated to take account of any changes to such information as is required by TUPE Regulations.
- 14.8 TRDC shall and shall keep indemnified in full any Future Provider against all Direct Losses arising from any claim by any party as a result of TRDC failing to provide or promptly to provide the Joint Committee or any Future Provider where requested by the Joint Committee with any Retendering Information and/or Employee Liability Information or to provide full Retendering Information and/or Employee Liability Information or as a result of any material inaccuracy in or omission from the Retendering Information and/or Employee Liability Information provided that this indemnity shall not apply in respect of the Retendering Information to the extent that such information was originally provided to TRDC by the Joint Committee and was materially inaccurate or incomplete when originally provided.

14.9 On the expiry or earlier termination of this Agreement, the Parties agree that it is their intention that the TUPE Regulations shall apply in respect of the provision thereafter of any service equivalent to the Services but the position shall be determined in accordance with the Law at the date of expiry or termination as the case may be and this clause is without prejudice to such determination.

14.10 For the purposes of this clause 14 “Returning Employees” shall mean those employees wholly or mainly engaged in the provision of the Services as the case may be as immediately before the expiry or termination of this Agreement whose employment transfers to a Future Provider pursuant to the TUPE Regulations. Upon expiry or termination of this Agreement for whatever reason (such date being termed the “Return Date”), the provisions of this clause 14.10 will apply:

14.10.1 TRDC shall or shall procure that all wages, salaries and other benefits of the Returning Employees and other employees or former employees of TRDC (who have been engaged in the provision of the Services) and all PAYE tax deductions, pension contributions and national insurance contributions relating thereto are satisfied;

14.10.2 TRDC shall remain responsible for all the Employees (other than the Returning Employees) on or after the time of expiry or termination of this Agreement and shall indemnify the other Parties and any Future Provider against all cost, claim, liability, expense or demand incurred by the other Parties or any Future Provider resulting from any claim whatsoever whether arising before on or after the Return Date by or on behalf of any of TRDC’s employees who do not constitute the Returning Employees;

14.10.3 TRDC shall in respect of those Employees who constitute Returning Employees indemnify any Future Provider against all Direct Losses incurred by any Future Provider resulting from any claim whatsoever by or on behalf of any of the Returning Employees in respect of the period on or before the Return Date (whether any such claim, attributable to the period up to and on the Return Date, arises before, on or after the Return Date) including but not limited to any failure by TRDC to comply with its or their obligations under Regulations 13 and 14 of TUPE and any award of compensation under Regulation 15 of TUPE save to the extent that any such failure to comply arises as a result of an act or omission of any Future Provider;

14.10.4 if, on the expiry or earlier termination of this Agreement, all or any of the Services cease to be required by the Joint Committee such that any Employee who is wholly or mainly assigned to such Services is redundant, TRDC will bear Redundancy Costs associated with such person's redundancy subject to the Contractor or Sub-Contractor complying with the obligations described in

clause 14.10.5 (Redundancy on Expiry or Termination) provided always that TRDC shall be entitled to reimbursements of its costs in complying with this clause 14.10.4 from the Joint Committee Budget;

14.10.5 TRDC shall use all reasonable endeavours to redeploy any person who is redundant in circumstances described in clause 14.10.4 above;

14.10.6 the Parties shall procure that any Future Provider shall indemnify and keep indemnified in full TRDC against each and every cost, claim, liability, expense or demand in connection with or as the result of:

(a) any failure by the Future Provider before or after the Termination Date to comply its legal obligations in respect of the employment or termination of employment of any Returning Employees or their representatives;

(b) any proposed or actual change by the Future Provider to the Returning Employees' working conditions, terms or conditions or any proposed measures of the Future Provider which are to any of the Returning Employees' material detriment or to the material detriment of any person who would have been a Returning Employee but for their objection or resignation (or decision to treat their employment as terminated under Regulation 4(9) of the TUPE Regulations) on or before the Termination Date as a result of any such proposed changes or measures, and whether such claim arises before, on or after the Termination Date; and

(c) any claim arising out of any misrepresentation or mis statement whether negligent or otherwise made by the Future Provider to the Returning Employees or their representatives whether before on or after the Termination Date and whether liability for any such claim arises before on or after the Termination Date.

14.10.7 if the TUPE Regulations do not apply on the on the Termination Date and the Joint Committee continues to require the Services, the Parties shall procure that the Future Provider shall offer employment to the Assigned Employees on the same terms and conditions as applied immediately before the Termination Date (save in relation to any change which would otherwise be in accordance with Regulation 4(5) of TUPE) including full continuity of employment.

14.10.8 the Lead Authority shall promptly provide to the Scheme and to the successor lead authority such documents and information as may reasonably be required in advance of the Termination Date and shall fully co-operate with the reasonable requests of the Scheme and the successor lead authority relating to any administrative tasks necessary to deal with the pension rights of and

aspects of any onward transfer of any of the Returning Employees on the Termination Date.

14.11 The Lead Authority shall not without consent from the other Parties (such consent not to be unreasonably withheld or delayed) agree to exercise any discretion under the LGPS 2013 Regulations where this would result in any cost arising out of or in connection with the exercise of such discretion. Where the Lead Authority exercises a discretion without consent of the other Parties, the Lead Authority shall not be entitled to reimbursement of any cost or contribution from the Joint Committee budget.

15. ACCOMMODATION, FACILITIES, SUPPORT SERVICES AND ASSETS

15.1 In accordance with its Mandatory Policies the Lead Authority (and / or another Party in accordance with its relevant policies and in agreement with the Lead Authority) shall accommodate and make available working space, associated facilities and support services (including without limitation ICT equipment and internet connection to facilitate remote access to the Lead Authority) to Employees engaged in the provision of the Services (including as may be required by an Officer seconded or otherwise provided to the Lead Authority by another Party for the purpose).

15.2 The Lead Authority and / or another Party (as the case may be) may charge its reasonable costs in providing such accommodation, facilities and support services to the Joint Committee budget on a cost recovery basis.

15.3 Each Party shall retain its ownership or interest in any of its assets which have been utilised pursuant to this clause 15 or otherwise for the purpose of the provision of the Services.

16. INSURANCE AND INDEMNITIES

16.1 The Lead Authority shall ensure that adequate insurance cover is effected and maintained in accordance with its Mandatory Policies and notified annually to the Joint Committee and the other Parties if requested in respect of:

16.1.1 the Hemel Hempstead Crematorium (buildings and contents) in the minimum sum of £9.8 million;

16.1.2 the West Herts Crematorium (buildings and contents) in the minimum sum of £15.5 million;

16.1.3 employer's liability in the minimum sum of £10 million;

16.1.4 public liability in the minimum sum of £5 million;

16.1.5 officials indemnity in the minimum sum of £2 million; and

16.1.6 professional indemnity in the minimum sum of £2 million.

as applicable.

16.2 The Lead Authority shall notify the other Parties and the Joint Committee of any claims or legal proceedings arising from or in connection with the provision of the Services and shall institute and defend all such claims or legal proceedings as it finds reasonable to do so **PROVIDED ALWAYS** that **EXCEPT** in relation to claims or proceedings in respect of which insurances provide full indemnity and cover, the Lead Authority shall consider any advice offered by the other Parties in relation to the prosecution, defence, compromise or settlement of any proceedings taken or defended in accordance with this clause 16 to which another Party is a party in the High Court of Justice, the Court of Appeal or the Supreme Court but the Lead Authority shall not be obliged to take any step or any action that may compromise any claim under any insurance it holds.

16.3 The Lead Authority shall use its reasonable endeavours to undertake to provide the Services in such a way as to minimise third party claims for compensation, damages or otherwise for any legal liability arising from or in connection with or incidental to the provision of the Services through the negligence, default or neglect of the Lead Authority.

16.4 In the event of failure by any Party to reasonably comply with the requirements of this Agreement which results in another Party incurring additional expenditure then the Party at fault shall indemnify and reimburse the other Party for the reasonable expenditure so incurred.

16.5 For the purposes of clause 16.4 above the Party at fault shall be provided with evidence of the costs incurred by the other Party as a result of such failure.

17. ACCOUNTING, REPORTING AND SCRUTINY

17.1 The Parties agree that the provisions of clause 25 (*Accounting*) of the Joint Committee Agreement are hereby incorporated into this Agreement pursuant to which and without limitation:

17.1.1 the Joint Committee accounts shall be held by the Lead Authority in accordance with its relevant Mandatory Policies;

17.1.2 the Lead Authority shall provide such information and reports to the Joint Committee as may be required pursuant to the Joint Committee Agreement.

17.2 For the purpose of this Agreement the provisions of clause 25 (*Accounting*) of the Joint Committee Agreement shall survive the termination of the Joint Committee Agreement and remain of effect.

17.3 Without prejudice to the generality of this Agreement or the Joint Committee Agreement each Party shall apply its own overview and scrutiny arrangements or equivalent for the purpose of the overview and scrutiny of the provision of the Services.

18. TERMINATION

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

18.1.1 by the Lead Authority serving not less than 12 (twelve) months' notice in writing upon the other Parties of it ceasing to fulfil the role of lead authority; or,

18.1.2 by the Lead Authority serving notice in accordance with the Joint Committee Agreement to withdraw from the Joint Committee Agreement; or,

18.1.3 by not less than 4 (four) of the Parties (other than the Lead Authority) each serving not less than 12 (twelve) months' notice in writing on each of the other Parties; or,

18.1.4 by 4 (four) or more of the Parties serving notice to withdraw from this Agreement under clause 20 (*Withdrawal*); or,

18.1.5 as may otherwise be agreed by the Parties.

18.2 No Party may serve a notice under this clause 18 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.

18.3 On the termination of this Agreement clause 19 (*Provisions on Termination*) shall apply.

18.4 The Parties acknowledge that the Joint Committee may be dissolved and the Joint Committee Agreement terminated as a consequence of statutory local government reorganisation in one or more of their areas pursuant to which the Parties shall, to the extent possible and without prejudice to the generality of this Agreement, any Relevant Agreement or legislation enabling the reorganisation, agree such arrangements as necessary to ensure the continuation of the discharge of the Functions and the provision of the Services by the Parties or their statutory successors.

19. PROVISIONS ON TERMINATION

19.1 Without prejudice to the Joint Committee Agreement or any Relevant Agreement unless otherwise agreed by the Parties where a notice terminating this Agreement has been served, during the Termination Period:

19.1.1 the Joint Committee shall remain convened and the Joint Committee Agreement shall remain in full force and effect unless and until it is terminated in accordance with its particular terms;

19.1.2 the Lead Authority shall continue to provide the Services and the other Parties shall continue to receive the Services pursuant to this Agreement, the Joint Committee Agreement and any Relevant Agreement and any Relevant Agreement shall remain in full force and effect unless and until terminated, novated or assigned (as the case may be) in accordance with its particular terms;

19.1.3 where the Lead Authority has terminated this Agreement pursuant to clause 18.1.1 or clause 18.1.2 the Parties in consultation with Joint Committee shall agree which one of the Parties (other than the Lead Authority) shall be the "successor lead authority" and shall fulfil the role of lead authority on and subsequent to the Termination Date upon which the Lead Authority shall cease to fulfil the role of lead authority;

19.1.4 the Parties 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 may regard Employees, accommodation, support services, support staff, current and / or future liabilities, financial contributions, budget deficits or surpluses and the termination, novation or assignment (as the case may be) of any Relevant Agreement; and,

(b) for the provision of the Services (by the Lead Authority or otherwise) on and subsequent to the Termination Date.

19.2 In complying with the requirements of this clause 19 the Parties shall have regard to and comply with their liabilities and obligations under this Agreement, the Joint Committee Agreement and any Relevant Agreement and shall have regard to and effect the Lead Authority's compliance with its obligations thereunder.

19.3 Each Party 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 on and subsequent to the Termination Date.

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

19.5 The Parties shall share equally the costs of the termination of this Agreement.

19.6 The following provisions of this Agreement remain in full force and effect on the termination of this Agreement.

19.6.1 clause 1 (*Interpretation*)

19.6.2 clause 18 (*Termination*)

19.6.3 this clause 19 (*Provisions on Termination*)

19.6.4 clause 23 (*Confidentiality, Freedom of Information Act 2000 and the Environmental Information Regulations 2004*)

19.6.5 clause 24 (*Data Protection*)

19.6.6 clause 25 (*Dispute Resolution*)

19.6.7 clause 26 (*Entire Agreement*)

19.6.8 clause 27 (*Variation and Waiver*)

19.6.9 clause 32 (*Notice*)

19.6.10 clause 33 (*Severance*)

19.6.11 clause 35 (*Costs*)

19.6.12 clause 36 (*Governing Law and Jurisdiction*)

20. WITHDRAWAL

20.1 Except where clause 20.4 below applies a Party (other than the Lead Authority) may withdraw from this Agreement with effect from the last day of a Financial Year:

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

20.1.2 as may otherwise be agreed by the Parties;

PROVIDED THAT without prejudice to the Joint Committee Agreement:

- 20.1.3 where a notice is served under this clause 20 the Party serving the notice shall be deemed to be serving concurrent notice to withdraw from the Joint Committee Agreement;
 - 20.1.4 where a Party has served notice to withdraw from the Joint Committee Agreement that Party shall be deemed to have served concurrent notice to withdraw from this Agreement for the purpose of which clause 21 (*Provisions on Withdrawal*) shall apply;
 - 20.1.5 where the Lead Authority has served notice to withdraw from the Joint Committee Agreement the Lead Authority shall be deemed to have served concurrent notice to terminate this Agreement and clause 19 (*Provisions on Termination*) shall apply.
- 20.2 No Party may serve a notice under this clause 20 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.
- 20.3 Except where clause 20.4 below applies where a Party serves a notice to withdraw from this Agreement clause 21 (*Provisions on Withdrawal*) shall apply.
- 20.4 Where 4 (four) or more Parties serve notice to withdraw from this Agreement, this Agreement shall be deemed terminated in accordance with clause 18.1.4 (*Termination*) and clause 19 (*Provisions on Termination*) shall apply.

21. PROVISIONS ON WITHDRAWAL

- 21.1 Except where clause 20.4 above applies unless otherwise agreed by the Parties 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:
- 21.1.1 the “Withdrawing Party”, for the duration of the Withdrawal Period;
 - 21.1.2 the “Remaining Parties”, until this Agreement is terminated.
- 21.2 Unless otherwise agreed by the Remaining Parties during the Withdrawal Period:
- 21.2.1 the Lead Authority shall continue to provide the Services to the Withdrawing Party (and the Remaining Parties) and the Withdrawing Parties (and the Remaining Parties) shall continue to receive the Services pursuant to this Agreement, the Joint Committee Agreement and any Relevant Agreement;

- 21.2.2 the Withdrawing Party, the Remaining Parties and the Lead Authority shall agree and implement such actions as may be necessary to effect the Withdrawing Party's withdrawal from this Agreement and the Joint Committee Agreement including without limitation as regards accommodation, support services, support staff, and current and / or future liabilities, financial contributions, budget deficits or surpluses; and
- 21.2.3 the Withdrawing Party, the Remaining Parties and the Lead Authority shall effect the withdrawal of the Withdrawing Party from any Relevant Agreement in compliance with its particular terms.
- 21.3 Except where clause 20.4 above applies, subsequent to the expiry of the Withdrawal Period the Lead Authority shall continue to provide the Services to the Remaining Parties pursuant to this Agreement and any Relevant Agreement which shall each continue in full force and effect.
- 21.4 In complying with the requirements of this clause 21 the Parties shall have regard to and comply with their liabilities and obligations under this Agreement and any Relevant Agreement and shall have regard to and effect the Lead Authority's compliance with its obligations thereunder.
- 21.5 Each Party 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 Lead Authority's provision of the Services subsequent to the withdrawal of the Withdrawing Party.
- 21.6 Any rights and liabilities which vested before a withdrawal from this Agreement shall remain so vested as if the withdrawal had not occurred.
- 21.7 Unless otherwise agreed by the Lead Authority and the Remaining Parties the Withdrawing Party share bear its own costs and the reasonable costs of the Lead Authority and the Remaining Parties arising from or in connection with drawing from this Agreement.

22. FORCE MAJEURE

- 22.1 None of the Parties shall be liable to each other to any extent in relation to any "Force Majeure Event" (which for this purpose shall mean a failure by any Party to fulfil its obligations under this Agreement due to reasons beyond its reasonable control). Without limiting the meaning of that expression, "reasons beyond its reasonable control" may include industrial disputes of any kind, whether involving the employees of any Party or those of any other person, government intervention, act of war and other hostilities, storm, fire, flood, theft, riot earthquake and pandemic.

22.2 As soon as any Party becomes aware that a Force Majeure Event has occurred or is likely to occur, that Party will notify the other Party. The Parties shall then agree as soon as possible what action should be taken to avoid or mitigate the effects of the Force Majeure Event.

23. CONFIDENTIALITY, FREEDOM OF INFORMATION ACT 2000 AND THE ENVIRONMENTAL INFORMATION REGULATIONS 2004

23.1 The Parties agree to respect the confidentiality of information concerning any individual or organisation which may from time to time become available to them from or in connection with this Agreement and shall safeguard it accordingly.

23.2 The Parties acknowledge that they are each subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (together the "Information Legislation") and the Parties each agree to assist and co-operate with each other (at their own expense) to enable each Party to comply with its information disclosure obligations under the Information Legislation.

24. DATA PROTECTION

24.1 Each Party shall comply with its own data protection policies and procedures and shall otherwise comply with the Data Protection Legislation.

25. DISPUTE RESOLUTION

25.1 The Parties agree that the provisions of clause 37 (*Dispute Resolution*) of the Joint Committee Agreement are hereby incorporated into this Agreement and where a dispute arises from or in connection with the provision of the Services or this Agreement it shall be managed and resolved in accordance with the provisions of clause 37 (*Dispute Resolution*) of the Joint Committee Agreement.

25.2 For the purpose of this Agreement the provisions of clause 37 (*Dispute Resolution*) of the Joint Committee Agreement shall survive the termination of the Joint Committee Agreement and remain of effect.

26. ENTIRE AGREEMENT

26.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede all previous arrangements, understandings and agreements between them, whether oral or written, relating to their subject matter.

26.2 Each Party acknowledges that in entering into this Agreement, and any documents referred to in it, it does not rely on, and shall have no remedy in respect of, any

representation or warranty (whether made innocently or negligently) that is not set out in this Agreement or those documents.

26.3 Nothing in this clause 26 shall limit or exclude any liability for fraud.

27. VARIATION AND WAIVER

27.1 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 Party.

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

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

27.4 If the variation is agreed it shall be incorporated into this Agreement.

27.5 No waiver (whether expressed or implied) by any Party of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent a Party from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

28. NO PARTNERSHIP OR AGENCY

28.1 The Parties to this Agreement are not in partnership with each other and there is no relationship of principal and agent between them.

29. GOOD FAITH

29.1 All transactions arising from or in connection with this Agreement entered into between the Parties shall be conducted in good faith and on the basis set out or referred to in this Agreement, or as may otherwise be agreed by the Parties and, in the absence of such agreement, on an arm's length basis.

17.2 Each Party shall at all times act in good faith towards each other Party and shall use all reasonable endeavours to ensure that this Agreement is observed.

17.3 Each Party shall do all things necessary and desirable to give effect to the spirit and intention of this Agreement.

30. THIRD PARTY RIGHTS

30.1 A person who is not a Party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted in this Agreement.

31. ASSIGNMENT

31.1 No Party shall assign, transfer, delegate, subcontract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of each other Party.

32. NOTICE

32.1 References to notices or other communications under this Agreement must be in writing and shall be duly served if given by a Party’s chief executive officer (or equivalent) and served on the other Parties’ chief executive officer (or equivalent) in accordance with the following table with the date of service and method of proof being as set out in it:

Method of service	Date of service	Proof of service
Personal delivery to the chief executive officer (or equivalent)	Day of delivery.	Proof of handing to the Named Contact.
Personal delivery of a letter addressed to the chief executive officer (or equivalent) at the address for service.	Day of delivery if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of delivery.
First class letter addressed to the chief executive officer (or equivalent) at the address for service.	48 hours after posting if that is a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of posting unless returned through the Post Office undelivered service within 21 days of posting.
Email to chief executive officer (or equivalent) at the email address notified to the Parties for the service of notices.	Day of transmission if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Transmission report showing a successful transmission to the correct email address and evidence of the email having been opened.

20.2 Each Party's address for service is the address set out at the start of this Agreement or such other address or email address as it notifies to each other Party in writing.

20.3 Each Party may change its address or email address for service by prior written notice to each other Party.

33. SEVERANCE

33.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

33.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the intention of the Parties.

34. COUNTERPARTS

34.1 This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document.

35. COSTS

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

36. GOVERNING LAW AND JURISDICTION

36.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

36.2 The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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

SCHEDULE 1 JOINT COMMITTEE BUDGET [2023/2024]

[Place Holder]

SCHEDULE 2 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 a variation to this Agreement.

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

Garden of Remembrance 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 3 HEMEL HEMPSTEAD CREMATORIUM OPERATIONAL ARRANGEMENTS AND PROPERTY SERVICES

As the Lead Authority TRDC on behalf of the Joint Committee shall manage and operate the Hemel Hempstead Crematorium for the purpose of providing the Services and shall deliver and perform the property services as set out below.

Except where expressly defined, any capitalised words or phrases in this schedule 3 shall have the same meaning as the same are defined in clause 1.1 of this Agreement.

For the purpose of this schedule 3 "Property" means the Hemel Hempstead Crematorium as defined in clause 1.1 of this Agreement.

1. REPAIR AND MAINTENANCE

- 1.1 To keep the Property, all additions thereto in good and substantial repair and condition.
- 1.2 Subject to DBC paying 75% (seventy-five per cent) and the Lead Authority paying 25% (twenty-five per cent) of the proper and reasonably incurred costs, to keep the Shared Access Road in good and substantial repair.
- 1.3 Subject to DBC and the Lead Authority paying an equal share of the proper and reasonably incurred costs, to keep the Car Park, Roads and Paths in good and substantial repair.
- 1.4 To keep the Outdoor Space in good and substantial repair.
- 1.5 Costs incurred by the Lead Authority pursuant to this paragraph 1 shall be recharged to the Joint Committee budget.
- 1.6 For the avoidance of doubt DBC shall at its own expense maintain in good and substantial repair the Balancing Pond access road (the Cemetery Reserved Rights).

2. ALTERATIONS

- 2.1 The Lead Authority shall not carry out structural alterations to the Property without the prior written consent of DBC and subject to such consent having been granted the approval of the Joint Committee.

3. INSURANCE

- 3.1 To effect and maintain the following insurances:
 - 3.1.1 public liability insurance;

- 3.1.2 employer's liability insurance;
- 3.1.3 plate glass insurance (if applicable);
- 3.1.4 building insurance of the Property (with reputable insurers) in the joint names of all the Councils. Such insurance shall be against loss or damage caused by any of the Insured Risks for a sum equal to the full reinstatement cost subject to:
 - 3.1.4.1 any reasonable exclusions, limitations, conditions, or excesses that may be imposed by the insurer; and,
 - 3.1.4.2 insurance being available on reasonable terms in the London insurance market.
- 3.2 If the Property or any part of it is damaged or destroyed by an "Insured Risk", the Lead Authority shall:
 - 3.2.1 promptly notify DBC and the Joint Committee and make a claim under the insurance policy for the Property;
 - 3.2.2 notify DBC and the Joint Committee immediately if the insurer indicates that the reinstatement value will not be recoverable in full under the insurance policy; and,
 - 3.2.3 promptly take such steps as may be necessary and proper to obtain all planning and other consents that are required to repair (or as the case may be) rebuild or reinstate the Property.
- 3.3 Subject to obtaining such consents as required under paragraph 3.2.3 the Lead Authority shall:
 - 3.3.1 use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Property and make good any shortfall out of the Lead Authority's own monies;
 - 3.3.2 reinstate or rebuild the Property in a manner equivalent in size, quality, layout and facilities to the Property before the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Property in a manner and with facilities that are reasonably equivalent to those previously at the Property.
- 3.4 Costs incurred by the Lead Authority pursuant to this paragraph 3 shall be recharged to the Joint Committee budget.

3.5 For the purpose of this schedule 3 “Insured Risk” means except to the extent any of the following are not **insured** against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Lead Authority and Dacorum Borough Council at the time the insurance policy was entered into) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the [Lead Authority decides to insure against from time to time and **Insured Risk** means any one of the **Insured** Risks.

4. OPENING AND CLOSING GATES

4.1 To open and close the gates to the Shared Access Road and the Car Park in accordance with the agreed opening and closing times and to make keys available for the access to be utilized by the Lead Authority or DBC in the case of emergency.

4. EXTERIOR SIGNAGE

5.1 To the extent not already provided, to install and maintain signage with the name of the Hemel Hempstead Crematorium and sign posting at the Property in such manner and in such place on such nameboard as DBC may reasonably designate.

6. HEALTH AND SAFETY

6.1 To ensure that all relevant health and safety requirements at the Property are met.

7. FIRE RISK ASSESSMENT

7.1 To procure and maintain at all times an appropriate and legally compliant fire risk assessment for the Property.

8. EMERGENCY EVACUATION

8.1 To work with DBC to agree, document and maintain an emergency evacuation plan for the Property

9. BUSINESS RATES AND OUTGOINGS

- 9.1 To pay (or in the absence of direct assessment on the Property to pay to DBC) on demand all existing and future rates taxes duties assessments charges and impositions levies and outgoings whatsoever whether parliamentary local or otherwise now or hereafter payable by law in respect of the Property or any part thereof by DBC or the Lead Authority including for the avoidance of doubt and without limitation Business Rates.
- 9.2 Business Rates and outgoings paid by the Lead Authority pursuant to this paragraph 9 shall be recharged to the Joint Committee budget.

10. USE OF CAR PARK

- 10.1 It is agreed and acknowledged that the spaces within the Car Park shall be used on a first come first served basis.

11. EXTERNAL LIGHTING, CCTV AND FENCING

- 11.1 To agree with DBC and the Joint Committee as appropriate a strategy for the installation of external lighting, CCTV and fencing at the Property.
- 11.2 To pay on demand a fair proportion of the cost of maintaining in good repair and condition all boundary features between the Property and the Cemetery the cost of which to the Joint Committee shall be recharged to the Joint Committee budget.

[Place Holder]

HH Crem & Poppy Fields Cemetery Site Plan

SCHEDULE 4 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 a variation to this Agreement. **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

As the Lead Authority TRDC on behalf of the Joint Committee shall manage and operate the West Herts Crematorium for the purpose of providing the Services and shall deliver and perform the property services as set out below.

Except where expressly defined, any capitalised words or phrases in this schedule 5 shall have the same meaning as the same are defined in clause 1.1 of this Agreement

1. REPAIR AND MAINTENANCE

1.1 To keep the Property and all additions thereto in good and substantial repair and condition the costs of which shall be recharged to the Joint Committee budget.

1.2 For the purpose of this schedule 5 "Property" means the West Herts Crematorium as defined in clause 1.1 of this Agreement.

2. ALTERATIONS

2.1 The Lead Authority shall not carry out structural alterations to the Property which:

2.1.1 shall or may affect the provision of the Services including without limitation the performance of its obligations under this schedule 5; and / or,

2.1.2 shall or may be charged to the Joint Committee budget;

without the prior approval of the Joint Committee.

3. INSURANCE

3.1 To effect and maintain the following insurances:

3.1.1 public liability insurance;

3.1.2 employer's liability insurance;

3.1.3 plate glass insurance (if applicable);

3.1.4 building insurance of the Property (with reputable insurers) in the joint names of the all the Parties. Such insurance shall be against loss or damage caused by any of the Insured Risks for a sum equal to the full reinstatement cost subject to:

3.1.4.1 any reasonable exclusions, limitations, conditions, or excesses that may be imposed by the insurer; and,

3.1.4.2 insurance being available on reasonable terms in the London insurance market.

- 3.2 If the Property or any part of it is damaged or destroyed by an “Insured Risk”, the Lead Authority shall:
- 3.2.1 promptly notify the Joint Committee and make a claim under the insurance policy for the Property;
 - 3.2.2 notify the Joint Committee immediately if the insurer indicates that the reinstatement value will not be recoverable in full under the insurance policy; and,
 - 3.2.3 promptly take such steps as may be necessary and proper to obtain all planning and other consents that are required to repair (or as the case may be) rebuild or reinstate the Property.
- 3.3 Subject to obtaining such consents as required under paragraph 3.2.3 the Lead Authority shall:
- 3.3.1 use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Property and make good any shortfall out of the Lead Authority’s own monies;
 - 3.3.2 and facilities to the Property before the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Property in a manner and with facilities that are reasonably equivalent to those previously at the Property.
- 3.4 Costs incurred by the Lead Authority pursuant to this paragraph 3 shall be recharged to the Joint Committee budget.
- 3.5 For the purpose of this schedule 5 “Insured Risk” means except to the extent any of the following are not **insured** against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Lead Authority at the time the insurance policy was entered into) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Lead Authority decides to insure against from time to time and **Insured Risk** means any one of the **Insured Risks**.

4. OPENING AND CLOSING GATES

4.1 To open and close the gates to the Property in accordance with the agreed opening and closing times and to make keys to the gates and the Property available to TRDC (as the freeholder of the Property) to be utilized in the case of emergency.

5. EXTERIOR SIGNAGE

5.1 To the extent not already provided, to install and maintain signage with the name of the West Herts Crematorium and sign posting at the Property in such manner and in such place on such nameboard as required in accordance with the Lead Authority's Mandatory Policies.

6. HEALTH AND SAFETY

6.1 To ensure that all relevant health and safety requirements at the Property are met.

7. fire risk assessment

7.1 To procure and maintain at all times an appropriate and legally compliant fire risk assessment for the Property.

8. EMERGENCY EVACUATION

8.1 To document and maintain an emergency evacuation plan for the Property.

9. BUSINESS RATES AND OUTGOINGS

9.1 To pay all existing and future rates taxes duties assessments charges and impositions levies and outgoings whatsoever whether parliamentary local or otherwise now or hereafter payable by law in respect of the Property or any part thereof by the Lead Authority including for the avoidance of doubt and without limitation Business Rates.

9.2 Business Rates and outgoings paid by the Lead Authority pursuant to this paragraph 9 shall be recharged to the Joint Committee budget.

Annex A

[Place Holder]

West Herts Crematorium Plan

SCHEDULE 6 TRANSFERRING EMPLOYEES

The employment of the Employees detailed in the below table transferred to Three Rivers District Council on the Service Transfer Date.

**SCHEDULE 7 HEMEL HEMPSTEAD CREMATORIUM PERFORMANCE MONITORING
ARRANGEMENTS**

[Place Holder]

To be agreed and inserted within 12 months of Commencement Date

**SCHEDULE 8 WEST HERTS CREMATORIUM PERFORMANCE MONITORING
ARRANGEMENTS**

[Place Holder]

Space Saver To be agreed and inserted within 12 months of Commencement Date

The Common Seal of the
THREE RIVERS DISTRICT 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

The Common Seal of the
HERTSMERE BOROUGH 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

WATFORD BOROUGH COUNCIL

was affixed in the
presence of

Authorised officer