

**DATED**

**1<sup>st</sup> September 2007**

---

**Agreement between  
Brent Council, Environment & Culture  
&  
Brent Council, Salusbury Primary School**

---

**MEMORANDUM OF AGREEMENT**

**For the use of part of Paddington Cemetery for Environmental Study**

---

Borough Solicitor  
Brent Legal Services  
Brent Town Hall Annexe  
Forty Lane  
Wembley  
Middlesex HA9 9HD

**MEMORANDUM OF AGREEMENT** dated this 1st day of September 2007

**BETWEEN**

**The Head of the Cemetery & Mortuary Services of Brent Council**

**AND**

**Salisbury Primary School**

**NOW IT IS HEREBY AGREED by both parties as follows:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“Agreement” Means this Memorandum of Agreement;

Both Parties Means the Cemetery & Mortuary Service and Salisbury Primary School

“the Commencement Date” Means the date that this Agreement starts, as stated in clause 2.1;

“the Existing Cemetery Staff” Means those persons who as at the Commencement Date of this Agreement are employed by Brent Council to work at the Cemetery;

“Revenue Costs” Means those costs described at clause 6.2.1

1.2 Words in the singular include the plural and vice versa.

1.3 Words importing masculine shall be deemed also to include the feminine and vice versa.

1.4 Headings are included for ease of reference only and shall not affect the construction of the Agreement.

1.5 Any references to clauses and schedules are references to clauses and schedules of this Agreement.

1.6 A reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any subsequent amendments or re-enactments.

## **2. DURATION OF THE AGREEMENT**

- 2.1 This Agreement shall commence on the 1<sup>st</sup> September 2007 “the Commencement Date”).
- 2.2. The expiry of this Agreement shall not prejudice any right that either Side may have against the other arising from this Agreement.

## **3. MANAGEMENT OF SECTION 3E PADDINGTON CEMETERY**

- 3.1 Cemetery staff will carry out grounds maintenance in accordance with the Cemetery Guidance & Schedules handbook, of which a copy will be supplied to Salusbury School. Amendments to the Cemetery Guidance & Schedules handbook, where applicable, will be discussed at an annual meeting
- 3.2 The School will have the use of section 3E during term time from 9.00am until 6.00pm, in accordance with cemetery opening hours.
- 3.3 Cemetery staff conducting grounds maintenance works will work from 8.00am until 9.00am as necessary. Should it be necessary to deviate from these measures then prior arrangement will be made with the School.
- 3.4 The Cemetery Service will inform the School, with as much notice that is possible, should a funeral be taking place in a location of the cemetery that is close to section 3E (Sections 3C, 3D, 2/3E and 3A) and that the school will refrain from using the designated area while the funeral is taking place. It is also with the expectation that the school will be respectful to mourners and the funeral process at other times.
- 3.5 In accordance with Burial Law no excavations will be made that exceed 2’ 6” or 750mm anywhere within the designated area.
- 3.6 No ponds or water features will be allowed in the designated area

## **4. CEMETERY STAFF**

- 4.1 Brent Council shall continue to employ the existing Cemetery Staff to maintain section 3E in accordance with the conditions of service and employment practices in force and applied to such staff by Brent Council prior to the Commencement Date. After the Commencement Date, such conditions of service and employment practices shall vary in accordance with the conditions of service and employment practices that Brent Council may from time to time apply to its employees.

## **5. SUPPLIES, EQUIPMENT AND FITTINGS**

- 5.1 Brent Council shall provide, maintain and replace such equipment as may be required for the grounds maintenance of the environmental

study area (Section 3E) and shall make arrangements for and pay the costs of the security, business rates and any other associated cost.

## **6. FINANCE**

6.1 In respect of financing the management and operation of the environmental study area, The Cemetery service shall:

6.1.1 Keep a separate record of the expenditure it incurs for the purpose of this Agreement and provide a copy of such record to Salusbury School on request;

6.1.2 Calculate the net estimated expenditure it incurs for the purposes of this Agreement in accordance with the current regulations and;

6.1.3 Ensure that the Head of the Cemetery & Mortuary Services submits an estimate of the net expenditure to be incurred in the subsequent financial year and shall send a copy of that estimate to the Head of Salusbury School and shall provide such details and explanations as may reasonably be requested.

6.2 The net expenditure Brent Council incurs for the purposes of this Agreement will only include Revenue costs.

6.2.1 Revenue Costs are the general running costs of the Cemetery and shall include but not be limited to: staff costs, Equipment running costs, refuse collection, rates, cost of running vehicles, security costs and legal costs.

6.3 The net expenditure Brent Council incurs for the purposes of this Agreement in each financial year (ending on 31 March) shall be invoiced to the school each quarter. 1<sup>st</sup> of July, October, December and the 31<sup>st</sup> of March.

## **7. ANNUAL REVIEW**

7.1 There will be an annual meeting scheduled between the Cemetery & Mortuary Service and Salusbury School to review and discuss quality standards, performance standards, the financial position and any other matter relevant to the operation and management of the Environmental study area that both parties may wish to discuss. [The annual meeting shall take place no later than 1<sup>st</sup> January each fiscal year.]

7.2 Present at the meeting will be the Head of the Cemetery & Mortuary Services, Cemetery Area Manager, Head Teacher and Chair of Governing Body or appointee, a curriculum co-ordinator (a Teacher) and a representative from the PSA.  
The school to provide Agenda and circulate seven days prior to meeting. School will also provide person to write minutes.

7.3 The meeting shall be held at Salusbury School and shall be run in accordance with a meeting process to be agreed between the parties.

7.4 During the first year of the agreement it may be necessary to have additional meetings in view of changes to schedules and practices.

## **8. COMPLAINTS**

8.1 Complaints about the service provided by the Cemetery Staff or the arrangements under this Agreement shall be handled in accordance with the appropriate complaints procedure of Brent Council.

## **9. INSURANCE**

9.1 The terms of the Brent Insurance Scheme shall apply to the use by the school of the Cemetery.

## **10. TERMINATION**

10.1 The Agreement may be terminated by both parties by mutual agreement at any time throughout the duration of the Agreement.

10.2 In addition to clause 10.1, either party may terminate this Agreement subject to giving the other party at least 12 months prior written notice that they wish to terminate the Agreement.

## **11. DISPUTE RESOLUTION**

11.1 If any dispute arises in respect of the interpretation of any of this Agreement's provisions, the Annual Account, any suggestion or proposal raised by one of the Parties, or any matter relating to the Agreement, such dispute shall be referred in the first instance to Head of the Cemetery & Mortuary Services and the Head Teacher and Chair of Governing Body of Salusbury Primary School who shall use all reasonable efforts to resolve it by agreement within 28 days.

## **12. VARIATION**

This Agreement shall only be varied in writing and by signature of the Authorised representatives of each Party. Any such variation shall be annexed to this Agreement.

**IN WITNESS WHEREOF** this Memorandum of Agreement has been executed on the date set out above.

In the presence of:

.....  
Head of the Cemetery & Mortuary  
Services of Brent Council

.....  
Head Teacher of Salusbury  
Primary School

**DATED** 2007