

THIS Agreement is made the day of 2025

BETWEEN:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT** of Brent Civic Centre, Engineers Way, Wembley HA9 0FJ ("**Brent**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW** of Harrow Hub, Forward Drive, Harrow, HA3 8FL ("**Harrow**");
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of 2 Bristol Avenue, Colindale. NW9 4EW ("**Barnet**"),

together known as the parties to this Agreement ("**The Parties**").

WHEREAS:

- (A) The Public Health Act 1936 grants local authorities the power to provide a mortuary for the reception and storage of dead bodies together with facilities for post mortem examination in their respective areas and if the Secretary of State requires, local authorities must provide a mortuary.
- (B) The Parties have each decided that their respective strategies and objectives will be best achieved by operating a shared Mortuary Service ("**Shared Service**"), hosted by Brent at Northwick Park Hospital Mortuary. The Parties agree that it will be a genuine shared Mortuary Service for the duration of the Agreement.
- (C) Barnet and Harrow have commissioned Brent to provide the Service on behalf of Barnet and Harrow. Brent has the power to provide mortuary services to Barnet and Harrow by virtue of section 1 of the Local Authorities (Goods and Services) Act 1970.
- (D) The Parties agree that this arrangement will assist in achieving Best Value in Brent, Harrow and Barnet by maximising economies of scale and cost efficiencies for all councils and so have agreed that in order to achieve this the provision of the Shared Service by and for the Parties and the costs of doing so will be shared between the Parties as more particularly set out in this Agreement.
- (E) Brent and Harrow have a pre-existing 99-year lease dated 10 June 1982 (which commenced on 25 December 1981) entered into with the then Secretary of State for Social services at Northwick Park Hospital on which the Mortuary is sited. The Lease permitted Brent and Harrow to erect and operate a public mortuary on that land (hereinafter referred to as "**the Lease**").
- (F) Brent, Harrow and Barnet wish to increase the capacity of the mortuary at Northwick Park Hospital and have agreed to enter into a further lease (hereinafter referred to as "**the Further Lease**") of land adjacent to the current mortuary site with the [insert] for a term equivalent to the unexpired residue of the Lease, with both the Lease and Further Lease expiring on the same date.
- (G) Brent, Harrow and Barnet will fund the fit out of the expanded mortuary at Northwick Park Hospital.
- (H) Barnet and Harrow have therefore resolved to enter into this Agreement for the continued provision of the Shared Service. Brent has resolved to enter into this Agreement to provide the Shared Service to Barnet and Harrow.
- (I) This Agreement sets out the terms on which Brent will manage and deliver the Shared Service to Barnet and Harrow.

IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

The following definitions shall apply and have effect in relation to the words and expressions used in this Agreement and the interpretation and construction of this Agreement.

"1972 Act"

means the Local Government Act 1972;

"1989 Act"

means the Local Government and Housing Act 1989;

"1999 Act"

means the Local Government Act 1999;

"2014 Regulations"

means the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014;

"Agreed Variation Notice"

is a variation notice which has been agreed in accordance with Clause 21;

"Best Value"

means each Party's duty to secure economy, efficiency and effectiveness in delivery of the Shared Services pursuant to section 3 of the 1999 Act;

"Business Continuity Plan"

means any plan prepared pursuant to clause 29 (Business Continuity), as may be amended from time to time. As at the date of this agreement Brent's Business Continuity Plans include: i) Mortuary Service Business Continuity Plan; ii) London Resilience Mass Fatality Plan; iii) Designated Disaster Mortuary Process Map; and

"CEDR"

means the Centre for Effective Dispute Resolution;

"Charges"

means the payments made to Brent by Barnet and Harrow in accordance with Clause 11;

"Codes of Practice"

means any guidance issued by the Human Tissue Authority (as amended or updated from time to time) in connection with the provision of the Services;

"Commencement Date"

means 13 October 2020;

"Consents"

means all permissions, consents, approvals, certificates, permits, licences and authorisations required for the performance of the Service in accordance with this Agreement and consents of Service Users, the court or as may be required to comply with the Codes of Conduct;

"Contract Managers"

means the Senior Officer at Brent appointed in accordance with Clause 3.10, the Senior or Authorised Officer at Barnet appointed in accordance with Clause 3.11, and the Senior Officer or Contracts Manager at Harrow appointed in accordance with Clause 3.12;

"Core Budget"

has the meaning set out at Appendix 2 (Charging Provisions);

“Data”

Means any data (including metadata), record, document or information howsoever stored which is communicated in writing, orally, electronically or by any other means by Brent, its staff, sub-contractors and agents relating to the Service and the Agreement;

“Data Controller” and “Data Processor”

means the same as set out in the Data Protection Act 1998;

“Day(s)”

means a calendar day unless specifically noted to be a Working Day;

“Data Protection Act”

means the Data Protection Act 2018 and any successor legislation;

“Data Protection Legislation”

means the Data Protection Act 2018 and the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time;

“Default”

means a breach of the Agreement which does not amount to a Fundamental Breach;

“Dispute Resolution”

means the dispute resolution process set out in Clause 20;

“Emergency”

means war or terrorism which threatens serious damage to the security of the UK or an event or situation causing or, in the reasonable opinion of a party, threatening to cause serious damage to human welfare or the environment or death or injury to any individual, or serious disruption to the lives of a number of people or extensive damage to property, or contamination of the environment or giving rise to financial losses as specified in the Civil Contingencies Act 2004, in each case on a scale beyond the capacity of the emergency services or preventing the Services operating under normal circumstances and requiring the mobilisation and organisation of the emergency services;

“Employees”

means the employees listed in Appendix 7;

“Employee Liability Information”

means the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE;

“Employment Claim”

has the meaning given in Clause 6;

“EI Regulations”

means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;

“Exit Plan”

means a document agreed between the Parties in accordance with Appendix 5;

“Expansion Costs”

means as described in Appendix 2, Annex 1;

“Expenditure”

has the meaning set out at Appendix 2;

“Expiry Date”

means 12th October 2035;

“Extension Period”

means an extension to the duration of the Agreement in accordance with Clause 2.2;

“Financial Year”

means any year during this Agreement commencing on 1 April and finishing on 31 March;

"FOI Act"

means the Freedom of Information Act 2000;

"Force Majeure"

has the meaning given in Clause 17;

"Fundamental Breach"

means:

- a) a breach of Clause 12.1;
- b) three or more Defaults in a six month period;
- c) a default which is not capable of remedy in accordance with Clause 15 and which has or will have a material adverse impact on the affected Party/Parties;

"Future Provider"

A provider of the Services or part thereof or of services substantially the same as the Services or part thereof upon the cessation of provision thereof by Brent;

"Guidance"

means any applicable guidance or directions with which Brent is bound to comply;

“HTA”

means the Human Tissue Authority

"Intellectual Property Rights"

means any and all patents, trade marks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;

“Legislation"

means any one or more of the following:

- a) any Act of Parliament;
 - b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; and
 - c) any exercise of the Royal Prerogative;
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in each case in the United Kingdom;

"Losses"

has the meaning given in Clause 6.3;

"Material Breach"

means a breach of the terms of this Agreement of sufficient significance to impede the effective delivery of the Service, or which creates a significant risk for a Party, or causes Barnet or Harrow significant losses or costs;

"Mediator"

means a mediator appointed in accordance with Clause 20;

"Major Emergency Plan"

means Barnet's and/or Harrow's procedures for responding to, dealing with and recovering from an incident/Emergency (as updated from time to time);

"Model Procedure"

has the meaning given in Clause 20.4;

"MOP"

means a Mortuary Operating Procedures set out at Appendix 4

"Mortuary Manager" means Brent Council's authorised officer being the Head of Mortuary and Bereavement Operations

"Notice of Termination"

means a notice to terminate this Agreement served in accordance with Clause 16;

"Personal Data"

has the meaning ascribed to it in the Data Protection Act 2018;

"Potential Transferring Employees"

has the meaning given in Appendix 5 Clause 5.3;

"Premises"

Means the public mortuary located on the grounds of Northwick Park Hospital, Watford Road, Harrow HA1 3UJ;

"Redundant"

means redundant as defined in section 139 of the Employment Rights Act 1996;

"Relevant Transfer"

a transfer to which TUPE applies;

"Returning Services"

the Service or part thereof, or services substantially the same as the Service or part thereof upon cessation of provision thereof by Brent, which will continue to be provided by Barnet, Harrow or each of their respective Future Providers

"Senior or Authorised Officer"

means in relation to Barnet either the Head of Service, Assistant Director or Executive Director for Barnet; in relation to Brent Operational Director, Resident Services; and in relation to Harrow the Head of Environmental Operations or Director of Environment

"Service"

means the mortuary service to be delivered by Brent for Barnet and Harrow described at Appendix 1;

"Service Standards"

means the standards to be applied at all times in the provision of the Service by Brent, including the service standards set out in Appendix 1 (Description of the Service) and Appendix 4 (Operational Matters);

"Service User(s)"

means relatives of the deceased, undertakers, general practitioners, pathologists and emergency services with whom the Shared Service will liaise, co-operate or interact with in the provision of the Services.

"Staff"

means any employee who delivers the Service (including the Employees);

"Strategic Monitoring Board" or "SMB"

means the board established in accordance with Clause 3.6 and Appendix 3;

"Term"

means the duration of the Agreement from the Commencement Date to the Expiry Date or the end of the Extension Period agreed in accordance with Clause 2;

"Termination"

means termination of the Agreement in accordance with Clause 16;

"Transferring Employees"

an employee who transfers to Barnet, Harrow or a Future Provider on a Relevant Transfer;

"TUPE"

the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended;

"Variation Notice"

means a notice served in accordance with Clause 21.2;

"Working Day(s)"

means a day on which clearing banks in the City of London are (or would be but for strike, lock-out or other stoppage affecting particular banks generally) open during banking hours.

1.2 In this Agreement except where the context otherwise requires:

1.2.1 the masculine includes the feminine and vice-versa;

1.2.2 the singular includes the plural and vice-versa;

1.2.3 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;

1.2.4 any reference to any enactment, order, regulation, code, guidance or other similar instrument shall be construed as a reference to the enactment, order, regulation, code, guidance or instrument as amended, replaced, consolidated or re-enacted;

1.2.5 headings are for convenience of reference only;

1.2.6 words preceding include, includes, including and included shall be construed without limitation by the words which follow those words; and

1.2.7 the Appendices to this Agreement form part of this Agreement.

1.3 Save as otherwise expressly provided, nothing contained or implied in this Agreement shall prejudice, affect or otherwise fetter the rights, powers, duties and obligations of any Party in the exercise of its functions as a local authority.

1.4 Notwithstanding any other provisions of this Agreement, no Party shall be entitled to claim an amount, include a figure in a calculation, or recover a cost to the extent that it had already been accounted for, included, or recovered pursuant to this Agreement or otherwise.

2 Start and duration of this Agreement

2.1 Subject to Clause 2.2 this Agreement will start on the Commencement Date and will remain in force for a minimum period of ten years until the Expiry Date unless terminated earlier in accordance with the provisions of this Agreement.

2.2 The Parties will review the Agreement at the expiry of eight (8) years and six (6) months after the Commencement Date. Following such review, the Parties may agree to extend the terms of this Agreement for a further period of up to five (5) years and if so a Party shall serve written notice on the other Parties no later than twelve (12) months before the Expiry Date of any intention to extend the term by offering an Extension Period under this Clause 2.2.

2.3 Within 56 Days of receiving an offer of an Extension Period the Parties to whom the offer is made shall serve written notice on the other Parties indicating whether that Party wishes to continue to participate in the Shared Service arrangement under this Agreement during the proposed Extension Period.

2.4 If one Party does not accept the offer of an Extension Period, this Agreement will terminate on the Expiry Date.

2.5 If the other Parties accept the offer of an Extension Period, this Agreement shall continue in force on the terms set out in this Agreement or on such varied terms as may be agreed in accordance with Clause 21 of this Agreement.

2.6 The Parties acknowledge that should Brent elect during the Term of this Agreement to step down as Lead authority with regards to the management of the Shared Service, then it (Brent) shall be entitled to offer Barnet or Harrow the opportunity to act as the lead party to continue the Shared Service provision. Any such decision by Brent, shall be communicated to the Strategic Monitoring Board as soon as reasonably practicable so as to allow the other parties the opportunity to consider their options.

3 Governance

3.1 Barnet warrants that it has validly resolved to enter into this Agreement, and copies of the relevant resolutions of Barnet are attached at Appendix 6 of this Agreement and that to the best of its knowledge and belief it has not received notification of any call in, scrutiny or legal challenge to that resolution and that such resolution remains valid.

- 3.2 Harrow warrants that it has validly resolved to enter into this Agreement, and copies of the relevant resolutions of Harrow are attached at Appendix 6 of this Agreement and that to the best of its knowledge and belief it has not received notification of any call in, scrutiny or legal challenge to that resolution and that such resolution remains valid.
- 3.3 Brent warrants that it has validly resolved to enter into this Agreement and copies of the relevant resolutions of Brent are attached at Appendix 6 of this Agreement and that to the best of its knowledge and belief it has not received notification of any call in, scrutiny or legal challenge to that resolution and that such resolution remains valid.
- 3.4 The Parties confirm that the Service shall be delivered through the Shared Service under the terms of this Agreement.
- 3.5 The Parties confirm that subject to the terms of this Agreement the delivery of the Service and the expenditure of the costs directed to the provision of the Service in accordance with Appendix 2 shall be the responsibility of the Shared Service.
- 3.6 The Parties will establish a Strategic Monitoring Board with the overall purpose of monitoring, directing, advising and securing adherence to the effective performance of the Agreement and the delivery of the Service.
- 3.7 The Strategic Monitoring Board will have the membership and terms of reference as set out at Appendix 3 of this Agreement provided always that the Parties may agree at any time to amend the membership and/or the terms of reference of the Strategic Monitoring Board.
- 3.8 The Parties agree that they shall seek to operate this Agreement through consensus wherever possible and shall use the Strategic Monitoring Board as a forum for discussing and seeking to resolve any issues, concerns or complaints arising in relation to the operation of this Agreement.
- 3.9 The Parties agree that they will therefore use reasonable endeavours to seek to resolve any issues, concerns or complaints arising in relation to the operation of this Agreement through the Strategic Monitoring Board before seeking to invoke any of the provisions of this Agreement relating to Default, Termination or Dispute Resolution.
- 3.10 Brent will appoint a Senior Officer who will take day to day management decisions relating to the Service.
- 3.11 Barnet will appoint a Senior Officer as the Contract Manager for the Service in relation to delivery of the Service to Barnet.
- 3.12 Harrow will appoint a Senior Officer as the Contract Manager for the Service in relation to delivery of the Service to Harrow.

4 The Agreement

- 4.1 This Agreement sets out all the terms and conditions which the Parties have agreed regarding the provision of the Service and supersedes any representations, documents, negotiations or understandings, whether oral or written, made, carried out or entered into before the date of this Agreement.
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4.2 The Parties have satisfied themselves in relation to any matters or information which they are relying upon in deciding to enter into this Agreement save where the Parties have warranted matters, in Clauses 3.1, 3.2 , 3.3 and 6.2.

4.3 The Parties agree that (except for any liability which a Party has under or in respect of any breach of this Agreement in particular but not limited to the provision of the Service in accordance with the Service Standards, of any liabilities relating to fraud, death, personal injury or any other liability which cannot be excluded or limited by law and Clauses 10.6 and 10.7), no Party shall owe any duty of care or have any liability in tort or otherwise to any other Party in respect of, arising out of or in any way relating to the transactions contemplated by this Agreement, provided that nothing in this Clause 4 shall exclude any liability for, or remedy in respect of, fraudulent or negligent misrepresentation.

5 **Objectives and Partnership Working**

5.1 The Parties shall establish, develop and implement their collaborative relationship with the objective of:

5.1.1 implementing the Service from the Commencement Date and within the Core Budget agreed by Strategic Monitoring Board at the start of the year set out in Appendix 2;

5.1.2 providing high quality Service and in accordance with the Service Standards;

5.1.3 commitment to people including Staff and Service Users of the Service; and

5.1.4 delivering long term savings and benefits to all Parties equally.

5.2 The objectives are to be kept under review through meetings and effective communication.

5.3 The Parties agree to adopt a systematic approach to partnership working and problem resolution which is based on:

5.3.1 achieving solutions for the benefit of Service Users and to achieve Best Value for each Party equally;

5.3.2 trust, fairness, mutual co-operation, dedication to agreed common goals and an understanding of each Party's expectations and values;

5.3.3 seeking solutions without apportioning blame;

5.3.4 mutually beneficial outcomes;

5.3.5 treating the Parties as equals in the dispute resolution process;

5.3.6 a mutual acceptance that adversarial attitudes waste time and money; and

5.3.7 all Parties being equal stakeholders.

6 **Staffing**

- 6.1 The Parties acknowledge the provision by Brent of the Service to Barnet and Harrow through the Shared Service from the Commencement Date and that Brent employs the employees listed in Appendix 7 ("the Employees") for the delivery of the Services.
- 6.2 The Employees shall be entitled to be members of the Local Government Pension Scheme ("LGPS") during the Term.
- 6.3 Brent hereby indemnifies Barnet and Harrow and/or any Future Provider against all costs, claims, liabilities and expenses (including reasonable legal expenses) ("Losses") suffered or incurred by it or them which arise from claims by Employees or Transferring Employees by any trade unions, elected employee representatives or staff associations in respect of all or any such employees which losses relate to pension rights in respect of periods of employment on and after the Commencement Date until the date of termination or expiry of this Agreement or arise out of the failure of Brent to comply with the provisions of this Clause 6 before the date of termination or expiry of this Agreement and the Parties agree that Clause 24 (Contracts (Rights Third Parties)) of this Contract shall not apply to this 6.3.
- 6.4 Brent shall be responsible for:
- 6.4.1 all remuneration, benefits, entitlements and outgoings in respect of the Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, from the Commencement Date to the expiry or termination of this Agreement;
- 6.4.2 for the avoidance of doubt, all liabilities of the LGPS in respect of the current Employees from the Commencement Date up to and including the expiry or termination of this Agreement and any contributions required in accordance with the regulations supporting the LGPS. In the event that prior to, or on the termination of the Agreement, some or all of the provision of the Service provided by Brent to Barnet or Harrow is provided by Barnet or Harrow or a Future Service Provider, the Transferring Employees shall be entitled to join, or in the case of Transferring Employees who are employed by a Future Service Provider, shall be offered membership of, the LGPS after the transfer of their employment pursuant to TUPE. Any pension deficit which is payable to the LGPS by Barnet or Harrow in connection with the transfer of the Transferring Employees shall be paid by Barnet or Harrow as the case may be to the LGPS in periodic instalments ("Pension Deficit Payment"). Brent shall reimburse Barnet and / or Harrow for the cost of the Pension Deficit Payment through a lump sum payment of such amount as determined by the actuary to the relevant fund of the LGPS by electronic transfer within (7) Days of Brent receiving written notification that such payment shall be made, which shall be deemed to cover the full Pension Deficit Payment.
- 6.5 Unless otherwise agreed between Brent and the trade unions recognised in respect of the Employees, Brent agrees that if it seeks to vary the terms and conditions of employment of any Employee following the Commencement Date, it shall comply with its consultation obligations as the employer of the Employees and conduct all reasonable negotiations with such recognised trade unions. The Parties agree that Brent may make such changes to the Employees' terms and conditions of employment as are necessary for economic, technical or
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operation reasons to effectively manage the organisational structure of its workforce provided always that Brent complies to the fullest extent its legal obligations including without limitation TUPE and the 2014 Regulations.

- 6.6 Brent shall indemnify Barnet and / or Harrow against all Losses incurred by Barnet or Harrow in connection with or as a result of any claim or demand by or on behalf of any of the Staff (whether in contract, tort, or under statute) including, without limitation, any Employment Claims in each case arising directly or indirectly from any act, fault or omission of Brent in respect of any such employee for the period from the Commencement Date to expiry or termination of this Agreement, provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of Barnet and / or Harrow.
- 6.7 If the circumstances under which the Services are provided are such that Brent's officers, employees, agents or sub-contractors are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974 working on those Services (for the purposes of this sub-Clause the "Act"), by virtue of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (for the purposes of this sub-Clause the "Order"), then Brent shall to the extent permitted by Legislation or Guidance use reasonable endeavours to ensure that such officers, employees, agents or sub-contractors shall provide information in accordance with the Act and Order about convictions which would otherwise be spent under the provisions of the Act and shall undertake checks of the appropriate level with the Disclosure and Barring Service, in respect of all such individuals ("DBS Checks").
- 6.8 Brent shall to the extent permitted by Legislation or Guidance disclose to Barnet and Harrow the details of all convictions and DBS Checks of such officers, employees, agents or sub-contractors and in the event that such checks reveal that any of them have relevant convictions or other relevant criminal record(s), Barnet and / or Harrow may direct that such persons should be removed from the provision of the Services, provided always that, if such person is an Employee and such convictions or other criminal record(s) are revealed within the period of 3 months from the Commencement Date, Barnet and / or Harrow shall indemnify Brent against all Losses and/or Employment Claims incurred by Brent in connection with or as a result of any removal from the provision of the Services.
- 6.9 On expiry or termination of this Agreement the Parties agree that it is their intention that TUPE shall apply in respect of the provision thereafter of any service equivalent to a Service (including the Returning Services) by Barnet and / or Harrow or any Future Provider but the position shall be determined in accordance with the law at expiry or termination and this clause is without prejudice to such determination. The Parties agree that the provisions of Appendix 5 will apply.
- 6.10 The Parties agree that during the Term were any vacancy arises in the Shared Service (including where the Shared Service requires additional or replacement Staff or otherwise) any vacancy shall, in the first instance, be advertised internally and Brent shall provide employees of Barnet and Harrow with an opportunity to apply for the vacancy.
- 6.11 If, as a result of a reduction in Brent's own service requirements at any time, Brent makes any Staff redundant, then Brent shall bear the cost of such redundancies including the cost of any actuarial strain due to early retirement associated with such redundancy and such costs shall not be counted towards or treated as Expenditure.
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- 6.12 If, as a result of changes in Legislation or Guidance or other external forces such as changes introduced in any Code of Practice issued by the Human Tissue Authority/Department of Health, it is necessary for Brent to make any Staff who are its employees redundant, then Brent will manage this in accordance with its “Managing Change” procedures (or such other procedures or policies as are from time to time in force) while consulting with Barnet and/or Harrow (as the case may be) on the proposed criteria and terms of any such redundancy programme and taking all reasonable steps to avoid redundancies and mitigate any costs. The costs incurred through such redundancies including the cost of any actuarial strain due to early retirement associated with such redundancy, shall be apportioned between the Parties according to the percentage share that each party contributes to the Core Budget as set out in Appendix 2, or as otherwise agreed between the Parties at the SMB.

7 Application of section 113 Local Government Act 1972

The Parties agree that where the employees of the Shared Service are engaged on work for Barnet or Harrow (as the case may be) the provisions of section 113 of the 1972 Act will apply and that those employees will be placed by Brent at the disposal of Barnet or Harrow (as appropriate) for the purposes of their functions, and such employees shall be treated at all times as an officer of Barnet or Harrow whilst so engaged and Brent undertakes that it shall have duly consulted such employees prior to placing them at Barnet's or Harrow's disposal and that Brent shall continue to treat such employees as its own employees.

8 Accommodation

- 8.1 The Parties agree that the Shared Service is to be hosted at the Premises and Brent accordingly undertakes to make available all necessary accommodation, working space, and associated facilities and services, including such telephone systems and meeting rooms as shall be necessary to host the Shared Service unless otherwise agreed by the Parties.
- 8.2 If at any time in the ten (10) year period after the Parties have paid the Expansion Costs (detailed at **Appendix 2** (Charging Provisions) **Annex 1** (Expansion Costs)) or following payment by Barnet and Harrow of Capital Costs to Brent the Agreement is terminated for any reason, then the Parties shall calculate (in good faith) the residual value of the tangible assets at the Premises funded by the Expansion Costs or any subsequent Capital Contribution made by Barnet and Harrow. Brent shall repay the agreed residual value of assets at the Premises derived from the Expansion Costs and/or any subsequent Capital Contribution made by Barnet and Harrow. If the Parties cannot agree the residual value of such assets the parties shall seek to resolve the dispute in accordance with Clause 20 (Dispute Resolution Procedure).
- 8.3 The Parties acknowledges that Brent and Harrow have the benefit of the Lease and Brent and Harrow and Barnet have the benefit of the Further Lease relating to the Premises. For the purpose of this Agreement, Brent and Harrow provides a licence for Barnet and its employees to occupy and access the Premises for the Term of the Agreement pursuant to the provision of Services. Such licence shall automatically end on expiry or termination of the Lease or on expiry or termination of this Agreement (whichever occurs earlier).

9 Equipment and Information Technology

- 9.1 Barnet and Harrow undertake to the Shared Service to license free of charge (insofar as it is able to legally and contractually do so) the Staff as reasonably necessary in order to enable the Shared Service and its employees to access its Data systems, records, information
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technology systems, computer systems, telephone and other systems as may be necessary from time to time as to deliver the Service to Barnet and Harrow; and to allow and facilitate free of charge (insofar as it is able to legally and contractually do so), the transfer of necessary data records and information as may be held by Barnet and / or Harrow to the Shared Service for the purposes of the delivery of the Service to Barnet and Harrow.

- 9.2 No Shared Service employee shall access Barnet or Harrow systems unless prior written approval is granted by Barnet and / or Harrow (as the case may be) at its absolute discretion, in order to preserve confidentiality or prevent and manage a potential or actual conflict of interest.

10 **Intellectual Property**

- 10.1 Nothing in this Agreement is intended to transfer to Brent any Intellectual Property Rights owned by Barnet or Harrow whether solely or jointly as at the Commencement Date.
- 10.2 Barnet and Harrow hereby grants to Brent for the purposes of the Shared Service a non-exclusive, revocable, royalty-free licence to use and copy materials the Intellectual Property Rights in which vest solely in Barnet and / or Harrow solely for the purpose of providing the Service through the Shared Service to Barnet and Harrow for the duration of this Agreement.
- 10.3 All and any Intellectual Property Rights in materials developed for or on behalf of the Shared Service during the Term of this Agreement shall (as between the Parties) vest in equal shares between the Parties unless agreed otherwise.
- 10.4 Brent shall on expiry or termination of this Agreement, if required, grant Barnet and/or Harrow (as the case may be) a non-exclusive, perpetual, irrevocable, royalty-free licence to use and copy materials the Intellectual Property Rights which, vest in Brent for the purpose of providing or having provided the Service to Barnet/Harrow through the Shared Service.
- 10.5 Nothing in this Clause 10 shall require a Party to provide or disclose to the other Parties any materials to the extent that they contain confidential information or attract legal professional privilege or Intellectual Property Rights where such provision or disclosure would amount to a waiver of privilege or put any Party or any employee in breach of any legal obligation or Codes of Conduct or infringe any Intellectual Property Rights.
- 10.6 Where a claim or proceeding is made or brought against Barnet and/or Harrow which arises out of the infringement of any Intellectual Property Rights or because the use of any materials, Data, plant, machinery or equipment in connection with the Service infringes any Intellectual Property Rights of a third party then, unless such infringement has arisen out of the use of any Intellectual Property by or on behalf of Barnet and/or Harrow otherwise than in accordance with the terms of this Agreement, Brent shall indemnify Barnet and/or Harrow (as the case may be) at all times from and against all direct and indirect losses arising as a result of such claims and proceedings.
- 10.7 Where a claim or proceeding is made or brought against Brent which arises out of the infringement of any Intellectual Property Rights or because the use of any materials, data, plant, machinery or equipment in connection with the Service infringes any Intellectual Property Rights of a third party then, unless such infringement has arisen out of the use of any Intellectual Property by or on behalf of Brent otherwise than in accordance with the terms of
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this Agreement, Barnet and/or Harrow shall indemnify Brent at all times from and against all direct and indirect losses arising as a result of such claims and proceedings.

11 Financial provisions, Revenue Contributions and Contingency Fund Operation

- 11.1 In return for Brent carrying out its obligations under this Agreement, Barnet and Harrow shall pay to Brent the Charges relating to the Service in accordance with Appendix 2.

Revenue Costs Contributions

- 11.2 The Parties agree and undertake to meet their respective contributions towards the Revenue Costs (as defined in paragraph 2.2 of Appendix 2).

Capital and Revenue Contingency Fund Contributions

- 11.3 Should the Parties consider it appropriate, from the Commencement Date, a Capital and Revenue fund respectively shall be established by Brent which, shall be credited with a contribution from each of the Parties to cover any future capital costs and revenue costs (the “**Capital Contingency Fund**” and the “**Revenue Contingency Fund**”). The contribution amount shall be determined and agreed by the Strategic Monitoring Board at their initial meeting. Before determining the contribution amount Brent shall make available to Strategic Monitoring Board copies of the most recent year end accounts and a revenue and capital maintenance schedule for the next financial year.
- 11.4 Brent shall be entitled to draw monies from the Capital Contingency Fund to meet the Shared Service’s future capital costs and expenses for the provision of the Services provided that Strategic Monitoring Board has agreed such expenditure.
- 11.5 Brent shall be entitled to draw monies from the Revenue Contingency Fund to meet the Shared Service’s future revenue costs and expenses for the provision of the Services provided that Strategic Monitoring Board has agreed such expenditure.
- 11.6 Brent shall account to Barnet and Harrow for its use of all monies held in the Capital and Revenue Contingency Funds in accordance with good accounting practice.
- 11.7 For the avoidance of doubt, without prejudice to clause 18.5, where a Party withdraws from the Shared Service in accordance with the provisions contained under this Agreement, that Party shall be entitled, on exit, to withdraw their contribution share (calculated in accordance with Appendix 2) with respect to the monies ascribed to the Party contained in either the Capital Contingency Fund and/or Revenue Contingency Fund.

12 The Service Standard, Adherence to Policies and Service User Satisfaction Surveys

- 12.1 Brent shall ensure that Shared Service provides the Service in accordance with its obligations under this Agreement including the Service Standards and with all the skill, care and diligence to be expected of a competent local authority mortuary service including compliance with the Public Health Act 1936, the Human Tissue Act 2004, the Coroners and Justice Act 2009 (all as amended or replaced) together with any subordinate legislation or regulations made under those acts and the Codes of Practice.
- 12.2 Failure to comply with Clause 12.1 shall constitute a Fundamental Breach of this Agreement.
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- 12.3 In providing the Service Brent shall ensure that the Shared Service:
- 12.3.1 complies with any and all codes of practice, performance ratings and quality standards that are laid down in this Agreement or that are issued to Brent as part of an Agreed Variation Notice;
 - 12.3.2 complies with any Legislation, statutory or regulatory provisions which apply to the Service;
 - 12.3.3 obtains, maintains and complies with all Consents;
 - 12.3.4 allocates sufficient and appropriately qualified and experienced resources to provide the Service at all times in accordance with the terms of this Agreement;
 - 12.3.5 proactively manages the performance of the Staff including but not limited to effective appraisal and review mechanisms, supervision and one-to-one meetings between Staff and supervisors, setting and regular monitoring of personal performance targets;
 - 12.3.6 implements an effective risk management procedure in accordance with Appendix 9; and
 - 12.3.7 provides the Service in accordance with the Codes of Practice.
- 12.4 Brent shall notify Barnet and Harrow forthwith where any Staff become subject to investigatory or disciplinary or criminal proceedings and where appropriate, shall ensure that such member of Staff is not engaged in the provision of the Service.
- 12.5 Brent shall ensure that sufficient numbers of Staff are available with appropriate levels of experience and expertise to provide the Service to Barnet and Harrow in accordance with Appendix 1 and Appendix 4 and procedures are in place to ensure the Service is not disrupted by staffing issues (unless this is outside of Brent's control).
- 12.6 In delivering the Service, the Shared Service shall comply with those policies of Barnet and Harrow listed in Appendix 8 (if any), together with any additional Brent policies relevant to the delivery of the Service which are introduced by Brent during the operation of the Agreement.

Coroner/Undertaker Satisfaction Surveys

- 12.7 Brent shall carry out Coroner/Undertaker surveys annually (or more frequently as agreed by the Parties) and shall carry out any other surveys reasonably required by Barnet or Harrow in relation to the provision of the Services. The form, frequency and method of reporting such surveys shall be reviewed and approved by the Strategic Monitoring Board.
- 12.8 Brent shall review the results of the Coroner/Undertaker surveys and provide a written report to Barnet and Harrow on request on the results of each survey carried out under clause 12.7 and identify any actions reasonably required to be taken by Brent in response to the surveys. Brent must implement such actions as agreed with Barnet and Harrow as soon as reasonably practicable SUBJECT ALWAYS to Brent obtaining the necessary internal Cabinet and/or Chief Officer approval where such actions require approval in accordance with Brent's Constitution.
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12.9 Brent shall on request provide copies of completed Service User surveys to Barnet and/or Harrow.

13 **Proceedings and Insurance**

13.1 Brent shall be solely liable for all proceedings, claims, damages, fines, penalties, expenses, compensation, court or tribunal orders (including and order for reinstatement or re-engagement), awards, costs and all other liabilities whatsoever payable or incurred which arise out of or are connected with this Agreement ('the Liabilities') save where Barnet and/or Harrow has directly contributed to the Liabilities in which case Barnet and/or Harrow (as the case may be) shall also be liable for the Liabilities to the extent that it has directly or indirectly contributed to the Liabilities.

13.2 Brent shall effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

13.2.1 public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims;

13.2.2 employer's liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims;

13.2.3 professional indemnity insurance with a limit of indemnity of not less than five million pounds £5,000,000 in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;

("the Required Insurances") in respect of all risks which may be incurred by Brent, arising out of Brent's performance of the Agreement, including death or personal injury, loss of or damage to property.

13.3 Brent shall give Barnet and/or Harrow, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, provided that Brent shall only be required to provide a broker's verification in the event that disclosure of any of the policies would invalidate any terms of its insurance policies.

13.4 If, for whatever reason, Brent fails to give effect to and maintain the Required Insurances, Barnet and/or Harrow (as the case may be) may make alternative arrangements to protect its interests and may recover the reasonable costs of such arrangements from Brent.

13.5 The terms of any insurance or the amount of cover shall not relieve Brent of any liabilities under the Agreement.

14 **Monitoring of the Service**

14.1 The Service will be monitored in accordance with the procedures and service standards referred to in Appendix 2 (Charging Arrangements), Appendix 3 (Governance Arrangements) and Appendix 4 (Operational Arrangements).

14.2 Brent shall endeavour to make available to Barnet and/or Harrow, for the Term of the Agreement, access to Brent's mortuary systems so as to allow reviewing of Brent's statistical reports pursuant to the delivery of the Services by Brent.

15 Defaults

15.1 If a Party commits a Default then they shall as soon as reasonably practicable notify the other Parties in writing and take such steps as are necessary to rectify the Default.

15.2 If the Default has not been rectified to the reasonable satisfaction of the other Parties within thirty (30) Working Days or such longer period as the Parties may agree, then the matter shall be referred to the Strategic Monitoring Board.

15.3 The Parties shall use reasonable endeavours to resolve the Default through the Strategic Monitoring Board in accordance with Clauses 3.8 and 3.9 of this Agreement.

15.4 If the Parties cannot resolve the Default through the Strategic Monitoring Board within a reasonable time any of the Parties can refer the matter for resolution, in accordance with Clause 20 (Dispute Resolution).

16 Termination

16.1 If Brent,

16.1.1 commits or causes the commission of any criminal offence in providing the Service (except for any minor offence or minor traffic offence);

16.1.2 or any person employed by it or acting on its behalf, in relation to this Agreement, commit(s) an offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the 1972 Act;

16.1.3 commits a default which is identified by any term of this Agreement as being a Fundamental Breach or is otherwise a fundamental breach of its obligations under this Agreement, or

16.1.4 invalidates the insurance referred to in Clause 13.2 and/or does not otherwise provide sufficient cover to Barnet or Harrow against the risk of potential claims against Barnet or Harrow from Service Users or third parties arising directly or indirectly from provision or omission in the provision of the Service by the Shared Service.

then Barnet or Harrow will be entitled to give Brent a Notice of Termination with a notice period of at least three (3) months.

16.2 If Barnet or Harrow terminates this Agreement under Clause 16.1 then Brent will continue to provide the Service during the period of notice unless Barnet or Harrow request otherwise.

16.3 Barnet and Harrow shall be entitled (provided the same is not in dispute):

16.3.1 to retain any monies owed to Brent under this Agreement until Brent has paid any monies owed to Barnet or Harrow under this Agreement; or

16.3.2 to deduct any such monies owed to Barnet or Harrow under this Agreement from the monies owed to Brent under this Agreement.

16.4 If:

16.4.1 on three (3) separate occasions in any period of twelve (12) months (whether consecutive or not) Barnet or Harrow have failed to pay Brent any undisputed Charges on time, then Brent may terminate this Agreement by giving Barnet and/or Harrow (as the case may be) not less than three (3) months written notice or such other notice period agreed by the Parties or otherwise agreed by Strategic Monitoring Board;

16.4.2 Barnet or Harrow has committed a Default which is identified by any term of this Agreement as being a Fundamental Breach, then Brent may terminate this Agreement by giving Barnet or Harrow not less than twelve (12) months written notice or such other notice period agreed by the Parties or otherwise agreed by Strategic Monitoring Board;

16.5 Subject to Clause 16.6 below, if this Agreement or its application to a particular Service is terminated, whether under Clause 15 (Defaults), this Clause 16 (Termination) or Clause 2.4 (Extending the Partnership) then Barnet and Harrow shall continue to pay Brent the Charges throughout the notice period (whether or not Barnet or Harrow have requested Brent to stop providing the Service during such period).

16.6 Nothing in Clause 16.5 shall entitle Brent to receive the Charges for the notice period a second time if Brent has already received the Charges for this period.

Break Clause

16.7 It is also provided that any Party may terminate this Agreement before the end of the Term, by giving the other Parties not less than twelve (12) months written notice by serving a Notice of Termination such Notice not to be given prior to 1 September 2026.

16.7.1 For the avoidance of doubt, where Barnet elects to terminate this Agreement pursuant to clause 16.7 then it acknowledges and agrees that it will not be permitted to recover the agreed residual value of its assets pursuant to clause 8.5 should termination occur earlier than the period referred to in clause 8.5.

Exit Arrangements

16.8 The Parties shall comply with the exit arrangements set out in Appendix 5 and any current Exit Plan in the period leading up to Termination or the Expiry Date.

17 Force Majeure and Non-Performance

17.1 If Barnet or Harrow believes that Brent is failing to provide the requisite Service detailed in the Agreement, then the dispute resolution procedures outlined in Clause 20 will apply.

17.2 If an event of Force Majeure occurs then Barnet and Harrow shall meet with Brent to discuss how best Brent can continue to provide the Service until the Force Majeure event ceases, which may include Barnet and/or Harrow providing Brent with assistance, where possible.

- 17.3 Clause 17 is subject to the proviso that whichever Party is affected shall have given the other Parties notice that such failure is the result of Force Majeure within ten (10) Working Days of such failure occurring. If notice is not given in accordance with this Clause 17 then the failure may be regarded as a Default.
- 17.4 If any Party fails to carry out its respective obligations under this Agreement as a result of Force Majeure then whichever Party is affected shall not be liable under this Agreement for any such failure.
- 17.5 In this Clause Force Majeure means:
- 17.5.1 acts of war;
 - 17.5.2 acts of God;
 - 17.5.3 decrees of Government;
 - 17.5.4 riots; and
 - 17.5.5 civil commotion
 - 17.5.6 and any event or circumstance which is both beyond the control of whichever Party is affected and which could not have been prevented by acting prudently, diligently or with reasonable foresight.
- 17.6 Force Majeure shall not include any labour dispute between Brent and Staff, any other staffing problem or the failure to provide the Service by any of Brent's sub-contractors.
- 17.7 In the event that a Party is prevented from carrying out its obligations under the Agreement by any act of Force Majeure which continues for a period of thirty (30) Days, the other Parties may terminate the Agreement by notice in writing giving seven (7) Days notice.
- 17.8 The Parties shall at all times following an act of Force Majeure, use all reasonable endeavours to mitigate the effects of the event of Force Majeure and facilitate the continued performance of this Agreement.
- 17.9 If Brent does not provide or only partially provides the Service for a period of at least thirty (30) Days as a consequence of Force Majeure, the Senior Management Board shall consider whether and if so how the charges payable by Barnet and Harrow in accordance with clause 11 shall be reduced in a proportion commensurate with the Service actually provided to Barnet and Harrow and/or whether any and if so how much reimbursement shall be made by Brent to Barnet and Harrow in respect of the charges paid during the period of the event of Force Majeure, the consideration of the issue by the Senior Management Board to be based on the principle that the impact of the period of Force Majeure shall as far as reasonably possible be the same for all Parties.
- 18 **Consequences of Termination**
- 18.1 Following the service of a Notice of Termination for any reason, Brent shall continue to provide the Service in accordance with this Agreement and shall ensure that there is no degradation and diminution in the Service between the date of the Notice of Termination and the date of termination.
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- 18.2 Between the service of a Notice of Termination and the date of termination, Brent shall ensure that comprehensive handover and attendance notes are compiled, all correspondence, files, records, documents and other information in whatever format which are part of and connected with the provision of the Service for Barnet and Harrow respectively shall be filed; either electronically or as paper documents as Barnet or Harrow may require and the Shared Service shall put into good and proper order for handover to whichever officers or other agents representing each of Barnet and Harrow as notified to Brent. The Shared Service shall make arrangements for the nominated officer or agent by Barnet to collect such files and documents that relate to the Service provided to Barnet and for the officer or agent nominated by Harrow to collect the files and documents that related to the Service provided to Harrow.
- 18.3 Barnet and Harrow each hereby undertake that in the event of such termination and the return of such documents and files these same shall be stored in accordance with the Data Protection Act, whether by Barnet, Harrow or by their agents and that Barnet and Harrow shall allow Brent reasonable access on demand free of such charge to such documents records and files, however held and whether electronic or paper documents.
- 18.4 Barnet and Harrow each hereby undertake to reimburse Brent for any reasonable, proper and mitigated costs which may arise in respect of the transfer of electronic or other Data from the Shared Service to Barnet and Harrow that have arisen as a result of the early termination of the Agreement, other than where termination is due to a Fundamental Breach by Brent.
- 18.5 In the event of Termination of this Agreement, the Parties agree that (unless such Termination follows a Fundamental Breach (where Brent is the perpetrator) in which case Brent shall bear its own costs and shall be liable for the entirety of Barnet's and Harrow's reasonable costs) they will share in accordance with the provisions of **Appendix 2**, all of the financial liabilities (other than any liability owed to any other Parties under the terms of this Agreement) which have arisen as a result of the Agreement save for any financial liabilities resulting from the Shared Service's fraudulent or negligent act or omission; which liabilities shall include, but not be confined to, the following:
- 18.5.1 leasehold or tenancy payments where the Shared Service has by prior agreement between the Parties taken on additional premises outside the Premises and where a liability arises due to the early termination of the Agreement;
 - 18.5.2 payments for the leasing of equipment for the Shared Service where a liability arises due to the early termination of the Agreement.
 - 18.5.3 losses, expenses or liabilities in connection with works to expand, improve or maintain the Premises which have been agreed by the parties as being necessary in order for the provision of the Shared Service (if any) which have commenced at the time of termination and cannot be cancelled, provided that at all times Brent shall mitigate any such losses, expenses or liabilities to the fullest extent possible.
- 18.6 The Parties shall individually and collectively use reasonable endeavours to reduce and mitigate the amount of financial liabilities which may arise in the event of Termination
- 18.7 Brent shall repay to Barnet and Harrow within thirty (30) Working Days any element of the Charges attributable to any part of the Service which has not been provided due to termination of the Agreement.
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18.8 Clause 6 (Staffing) and Appendix 5 shall apply in relation to the staffing consequences of the expiry or termination of the Agreement.

19 **Operational matters, Undertakings and Indemnities**

19.1 The day to day operation of the provision of the Service shall be in accordance with Appendix 4 (including without limitation the annex to Appendix 4).

19.2 The Parties agree that:

19.2.1 during the continuance of this Agreement all transactions entered into by them shall be conducted in good faith and on the basis set out in this Agreement;

19.2.2 that at all times they will act in good faith towards the other and use reasonable endeavours to ensure the observance of the terms of this Agreement;

19.2.3 that they shall use reasonable endeavours to give effect to this Agreement provided always that any disagreement between the Parties shall be resolved in accordance with the Dispute Resolution Clause 20,

where any Party fails to meet its responsibilities and liabilities under this Agreement at any time during the Term of this Agreement the cost of any resulting losses, liabilities or loss or failure of the Shared Service which is caused to the other Parties shall be passed to the defaulting Party and shall be apportioned equitably.

20 **Dispute Resolution**

20.1 This Clause 20 is subject to Clauses 3.8 and 3.9 of this Agreement.

20.2 If there is a dispute between Brent, Barnet and Harrow (or between any two Parties) concerning the interpretation or operation of this Agreement, then a Party may notify the other Parties in writing that it wishes the dispute to be referred to a meeting of the Strategic Monitoring Board to resolve, negotiating on the basis of good faith.

20.3 If after twenty-eight (28) Days (or such longer period as the Parties may agree) of the date of the notice referred to in Clause 20.2 (above), the dispute has not been resolved then any Party may notify the other Parties that it wishes the dispute to be referred to a meeting of the Chief Executive of Barnet, (or a person appointed by him or her to act on his or her behalf), the Chief Executive of Harrow (or a person appointed by him or her to act on his or her behalf) and the Chief Executive of Brent (or a person appointed by him or her to act on his or her behalf), to resolve, negotiating on the basis of good faith.

20.4 If after twenty-eight (28) Working Days (or such longer period as the Parties may agree) of the date of the notice referred to in Clause 20.3 (above), the dispute has not been resolved then any Party may notify the other Parties that it wishes to attempt to settle the dispute by mediation, in accordance with the CEDR Model Mediation Procedure 2003 (the "Model Procedure") or such later edition as may be in force from time to time.

20.5 If Barnet, Harrow and Brent do not agree on the identity of the Mediator then any Party may request CEDR to appoint one.

20.6 The procedure in the Model Procedure will be amended to take account of:

- 20.6.1 any relevant provisions in this Agreement; or
- 20.6.2 any other agreement which Barnet, Harrow and Brent may enter into in relation to the conduct of the mediation.

20.7 The Parties must:

- 20.7.1 use their reasonable endeavours to ensure that the mediation starts within twenty (20) Working Days of service of the notice referred to in Clause 20.4 (above); and
- 20.7.2 pay the Mediator's fee in equal shares.

20.8 Any agreement the Parties reach as a result of mediation shall be binding, as set out in the Model Procedure, but if the dispute has not been settled by mediation within ten (10) Working Days of the mediation starting then any Party may commence litigation proceedings (but not before then).

20.9 No Party shall be precluded by Clause 20.8 (above), from taking such steps in relation to court proceedings as they may deem necessary or desirable to protect their respective positions. This shall include:

- 20.9.1 issuing or otherwise pursuing proceedings to prevent limitation periods from expiring; and
- 20.9.2 applying for interim relief.

20.10 The use of the dispute resolution procedures set out in this Clause 20, (Dispute Resolution) shall not delay or take precedence over the provisions for termination set out in Clause 15 (Default) and Clause 16 (Termination).

21 **Variations To The Agreement**

- 21.1 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.
- 21.2 If any of the Parties wishes to vary this Agreement then 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.
- 21.3 If any Party receives a Variation Notice then within twenty-eight (28) Days of receipt it shall notify the other Parties in writing whether or not it agrees to the variation and if not, the reasons.
- 21.4 If the variation is agreed it will be incorporated into the Agreement.

22 **Waiver**

- 22.1 If any Party fails to exercise or delays in exercising any right or remedy to which it is entitled under this Agreement or at law then this shall not constitute a waiver of any such right or remedy.
 - 22.2 If any Party waives a Default on the part of another Party or Parties then this shall not constitute a waiver of any future Default.
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- 22.3 No waiver shall be effective unless it is:
- 22.3.1 expressly stated to be a waiver;
 - 22.3.2 in writing; and
 - 22.3.3 signed by the relevant Senior Officer.

23 **Contracts (Rights of Third Parties) Act 1999**

No Party intends to confer any right or benefit upon a third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

24 **Best Value**

Brent undertakes that it will seek to achieve a continuous improvement in economy, efficiency and effectiveness (including productivity of the Staff) in carrying out its obligations throughout the term of the Agreement to deliver the savings agreed by the Parties and will seek to deliver outcomes in less time and at less cost whilst maintaining quality; Barnet and Harrow each undertake that they will use their reasonable endeavours to assist Brent in achieving this on the basis that the improvements will benefit the communities of Brent, Barnet and Harrow.

25 **Notices**

- 25.1 Any notice or other communication under this Agreement must be in writing and can only be sent by:
- 25.1.1 Pre paid 1st class post;
 - 25.1.2 Recorded delivery post; or
 - 25.1.3 Personal delivery,
- no notices under this Agreement will be accepted by email.
- 25.2 For the purposes of sending notices by post or personal delivery or other communication by post, or personal delivery:
- 25.2.1 Barnet's address is 2 Bristol Avenue, Colindale. NW9 4EW;
 - 25.2.2 Harrow's address is Harrow Hub, Forward Drive, Harrow, HA3 8FL;
 - 25.2.3 Brent's address is Brent Civic Centre, Engineers Way, Wembley, HA9 0JF
- all notices and communications must be sent to the relevant Senior Officer.
- 25.3 If the address of any Party changes, it must notify the other Parties in accordance with this Clause 25.
- 25.4 Subject to Clauses 25.2 and 25.3, all notices and communications shall be deemed to have been served:
- 25.4.1 if posted, two (2) Working Days after the date when posted; or
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25.4.2 if personally delivered, on the date of delivery.

25.5 Notwithstanding Clause 25.4, if by applying its provisions a notice is deemed to have been served on a Day which is not a Working Day or it is not received between the hours of 9am to 5pm on a Working Day then it shall be deemed to have been served on the next immediately following Working Day.

26 Confidentiality and Data

26.1 Brent undertakes that the Shared Service will respect the confidentiality of information provided to it. Exceptionally the Shared Service may need to disclose this information where required to do so by the Court or under FOI legislation in which case Brent shall inform Barnet and Harrow of such proposed disclosure as soon as reasonably practicable.

26.2 Brent shall ensure that all Data held on behalf of Barnet and all Data held on behalf of Harrow (save for such information as may be returned to Barnet or Harrow on Expiry or Termination) is retained for disclosure for at least six (6) years (from the date it is acquired) and shall permit Barnet and Harrow to inspect such Data as requested from time to time.

26.3 Brent shall permit all Data to be examined and copied from time to time by Barnet's auditors and Harrow's auditors (whether internal or external) and their representatives upon reasonable notice.

27 Data Protection, Freedom of Information and Environmental Information Regulations

27.1 The Parties shall comply with the Data Protection Act, the FOI Act and the EI Regulations and will enter into a data sharing agreement in the terms set out at Appendix 10.

27.2 Barnet and Harrow shall co-operate with and provide assistance to Brent at its own cost in enabling Brent to comply with Clause 27.1 relating to disclosure of information arising from the performance of the Service by the Shared Service.

28 Audit and Provision of Information

28.1 Except where an audit is imposed on Barnet or Harrow by a regulatory body Barnet or Harrow may, not more than once in any Financial Year and for a period of 12 months following the Term; conduct an audit for the following purposes unless otherwise agreed by the Strategic Monitoring Board:

28.1.1 to verify the accuracy of Expenditure (and proposed or actual variations to them in accordance with this Agreement) and any cost reduction and income generation initiatives carried out pursuant to clause 5.1;

28.1.2 to review the integrity, confidentiality and security of Barnet or Harrow Data;

28.1.3 to review the Shared Service compliance with the Data Protection Act, FOIA and any other legislation applicable to the Service;

28.1.4 to review the Shared Service compliance with its obligations in Appendix 4;

28.1.5 to review any records created during the provision of Service;

- 28.1.6 to review any books of account kept by Brent or the Shared Service in connection with the provision of the Service;
 - 28.1.7 to carry out the audit and certification of Barnet's or Harrow's accounts;
 - 28.1.8 to carry out an examination of the economy, efficiency and effectiveness with which the Shared Service has provided the Service;
 - 28.1.9 to verify the accuracy and completeness of any management information delivered or required by this agreement;
 - 28.2 Barnet and Harrow shall each use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Shared Service or delay the provision of the Service.
 - 28.3 The Shared Service shall on demand provide Barnet, Harrow and any relevant regulatory body (and/to their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
 - 28.3.1 all information requested by Barnet or Harrow within the permitted scope of the audit;
 - 28.3.2 reasonable access to any premises controlled by Brent and to any equipment used (whether exclusively or non-exclusively) in the performance of the Service and
 - 28.3.3 access to the Staff.
 - 28.4 Barnet and Harrow shall each endeavour to provide at least fifteen (15) Working Days notice of their intention to conduct an audit;
 - 28.5 The Party who required an audit in accordance with this Clause 28 shall reimburse the Shared Service's reasonable costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a Material Breach of the terms of the Agreement by the Shared Service in which case the Shared Service shall reimburse Barnet or Harrow (as the case may be) for all Barnet's or Harrow's reasonable costs incurred in the course of the audit.
 - 28.6 If an audit identifies that:
 - 28.6.1 the Shared Service has failed to perform its obligations under this Agreement in any material manner, the Parties shall agree and implement a remedial plan. If the Shared Service's failure relates to a failure to provide any information to Barnet or Harrow about the Charges, proposed Charges or the Shared Service's costs, then the remedial plan shall include a requirement for the provision of all such information;
 - 28.6.2 Barnet or Harrow has overpaid any Charges, the Shared Service shall pay to Barnet or Harrow (as the case may be) the amount overpaid within thirty (30) Days. Barnet or Harrow may deduct such amount from the Charges if the Shared Service fails to make this payment; and
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28.6.3 Barnet or Harrow has underpaid any Charges, Barnet or Harrow (as the case may be) shall pay to the Shared Service the amount of the under-payment less the cost of audit incurred by Barnet or Harrow if this was due to a Default by the Shared Service in relation to invoicing within thirty (30) Days.

28.7 The Shared Service shall respond to any reasonable request by Barnet or Harrow to provide information in relation to the operation of the Shared Service in order to assist Barnet or Harrow in responding to reasonable and legitimate inquiries about the operation of the Shared Service provided that the collection and provision of such information by the Shared Service does not unreasonably disrupt the Shared Service or delay the provision of the Service and the costs of the collection and provision of information are reimbursed by the Party who requested such information to the Shared Service if these are material.

29 **Business Continuity**

29.1 The parties shall comply with the provisions of the Business Continuity Plan(s) and Brent shall ensure that it is able to implement the Business Continuity Plan at any time in accordance with its terms.

29.2 Brent shall review, update and test the Business Continuity Plan(s) on a regular basis (and in any event not less than once in every twelve (12) month period and within six (6) months before the expiry of this Agreement). Barnet and/or Harrow may require Brent to conduct additional reviews and tests of the Business Continuity Plan(s) where Barnet or Harrow considers it necessary, (acting reasonably) including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan(s).

29.3 Following each review/test, Brent shall send to Barnet and Harrow a written report summarising the results of the review/test and shall promptly implement any actions or remedial measures which Barnet, Harrow and Brent (acting reasonably) consider to be necessary as a result of those review/tests.

30 **Emergencies**

30.1 Where Barnet or Harrow requires Brent to assist it to comply with, or otherwise satisfy, its obligations pursuant to the Civil Contingencies Act 2004 and the Major Emergency Plan, in connection with the Services Brent shall:

30.1.1 ensure that plans and procedures are in place to enable the continued operation of the Services during any surge in demand or any form of Emergency or other disruption on the basis set out in such plans and procedures;

30.1.2 co-operate with HM Coroner and other London boroughs in relation to mutual aid arrangements (including other relevant public sector bodies and their successors) during any form of Emergency or other disruption;

30.1.3 where necessary during any form of Emergency or other disruption, at the direction of HM Coroner assist with the Designated Disaster Mortuary; or National Emergency Mortuary Association including equipping a nominated site or sites,

30.1.4 ensure that it is able to provide emergency data recovery and data backup services; and

30.1.5 ensure that it is able to provide increased support for the provision of the Services and any emergency support and/or backup to enable the continued provision of the Services; the cost of which shall be shared equally between the Parties.

30.2 Brent shall undertake a test of their continued operation plans and procedures annually, or more frequently as required by Barnet and/or Harrow; and

30.2.1 Brent shall inform Barnet and Harrow when such tests or exercises are scheduled (providing at least one (1) months notice) and provide details of the proposed tests or exercises. Brent shall consider any reasonable comments made by Barnet and Harrow before undertaking such tests or exercises. If requested to do so, Brent shall provide the outcomes of these tests or exercises to Barnet and Harrow in writing;

30.2.2 Barnet and Harrow reserves the right to audit Brent's continued plans and procedures, but at its discretion may accept as an alternative audits that cover the Services carried out by a United Kingdom Accreditation Service (or equivalent) accredited auditor, provided that the scope of the audit covers the Services delivered by the Agreement; and

30.2.3 Brent shall promptly (and in any case within three (3) months notice), subject to the proviso contained in clause 12.8, implement any actions or remedial measures which Brent, Harrow or Barnet reasonably considers to be necessary as a result of audits, tests or exercises, business interruptions, emerging risks, or a change to the Services.

30.3 If an Emergency arises at any time during the Term, Barnet and/or Harrow may instruct Brent to use all reasonable endeavours to procure that such additional or alternative services are undertaken by Brent as and when required by HM Coroner or Barnet or Harrow to ensure that the Emergency is dealt with and normal operation of the Services resumes as soon as is reasonably practicable.

31 **Sub-Contracting and Assignment**

This Agreement is personal to the Parties (save for any statutory successors) and assignment and sub-contracting is not permitted.

32 **Counterparts**

This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement.

33 **Law and Jurisdiction**

33.1 This Agreement shall be construed as a contract made in England and shall:

33.1.1 be governed by and shall be construed in accordance with English law; and

33.1.2 be subject to the exclusive jurisdiction of the courts of England, to which all Parties shall submit.

In witness whereof the Parties have executed this deed the day and year set out above

Executed **as a Deed** by)
The Mayor and Burgesses of)
The London Borough of Brent)
By affixing its **Common Seal** hereunto)
In the presence of:)

Authorised Officer

Executed **as a Deed** by)
The Mayor and Burgesses of)
The London Borough of Harrow)
By affixing its **Common Seal** hereunto)
In the presence of:)

Authorised Officer

Executed **as a Deed** by)
The Mayor and Burgesses of)
the London Borough of Barnet)
By affixing its **Common Seal** hereto :)
In the presence of:)

Authorised Officer

Authorised Officer

APPENDIX 1

DESCRIPTION OF THE SERVICE

PART A – GENERAL

1. This Appendix defines the Mortuary service and the partnering principles and behaviours that underpin the delivery of this service, which together are deemed to be the Service to be provided by Brent under this Agreement. The Service shall also include the provision of advice and services which are incidental to the description contained within this Appendix 1.

PART B – PARTNERING PRINCIPLES & BEHAVIOURS

- 2 The Parties shall establish, develop and implement their collaborative relationship as described earlier in Clause 5 Objectives and Partnering Working of this Agreement. The services will be underpinned by five key partnering principles and behaviours, these are of equal standing and are detailed as follows:
 - 2.1 **Mutuality** – The SMB will agree (via a joint service planning process) service objectives, outcomes and performance that mutually benefit Barnet, Harrow and Brent. There is a clear commitment from all Parties to have a shared ambition to deliver a service that is of high quality, efficient, value for money and is valued by relatives of the deceased.
 - 2.2 **Sustainable commitment and teamwork** – All Parties will commit their support to the agreed contractual period, and proactively encourage a positive attitude towards joint teamwork for all officers and staff directly or indirectly delivering the defined services. Through this service partnership staff will share a pride in what they do, jointly develop ideas and continually improve the service they deliver to the deceased and their relatives.
 - 2.3 **Open communication, trust and openness** – All Parties will commit to high ethical standards, without prejudice, and will (where reasonably possible) be totally transparent with each other, and ultimately be accountable for all actions relating to the delivery of the defined services;
 - 2.4 **Commitment to continuous improvement** – The SMB will continually seek opportunities to improve the quality and performance of services delivered to Clients, be responsive to changes in law and regulation and provide clear value for money;
 - 2.5 **Clarity and communication** – All Parties will be clear on what is expected from them to ensure the optimum delivery of defined services, and ensure that all communication both internally and to third parties emanates from the same source and is clear, consistent and accurate.

PART C – CATEGORIES OF SERVICE

3. The following areas of the mortuary service shall constitute the Service, and will be provided by Brent (in its role as partnership shared services provider).

It is accepted by all parties that during the Agreement period there may be agreed variations to services in accordance with Clause 21.

Corporate and Governance

- Formal advice within the area of professional expertise of Mortuary services to Barnet Council Officers, Council, Cabinet, Committees and other decision making bodies of Barnet or Harrow ;
- Formal advice to Barnet or Harrow officers through agreed and secure protocols;

Statutory Services

Brent shall provide the Service in accordance with all relevant Legislation including but not limited to the Public Health Act 1936, the Coroners and Justice Act 2009 and the Human Tissue Act 2004. Without prejudice to the generality of the foregoing, Brent shall provide a shared mortuary service which provides for:

- The reception and storage of dead bodies before interment;
- A post-mortem room for the reception of dead bodies during the time required to conduct any post-mortem examination ordered by the Coroner or other duly authorized authority; and
- the lawful release of deceased persons

PART D – SERVICE STANDARDS

4. Standards

In addition to provisions described in Clause 12 of the Agreement, Brent will ensure the standards used to deliver the services described earlier in this Appendix will include:

- 2.6 **Service User Focus** – the service shall be delivered with a continual regard to the needs and satisfaction of the deceased's relatives, the coroner, pathologists, undertakers, general practitioners and/or the emergency services;
 - 2.7 **Leadership** – the service will have clearly defined and professionally based leadership;
 - 2.8 **People Involvement** – members, stakeholders and staff will be involved with the continual improvement and delivery of the service;
 - 2.9 **Process Approach** – all service standards and processes will be defined, continually reviewed and communicated to staff;
 - 2.10 **Systematic Service Delivery** – processes will be integrated, consistent and aligned to ensure a comprehensive and efficient delivery of services;
 - 2.11 **Continual Improvement** – the service shall be subject to continual review and improvement;
 - 2.12 **Clear Decision Making** – all key decisions will be timely, clearly communicated and made subject to a defined delegation of responsibility.
-

5. Quality

- 3.1 Brent shall use all reasonable care, consideration and skill in providing the Service to the Clients.
- 3.2 All quality standards used will strictly comply with those defined by the Human Tissue Act 2004 guidelines and other regulatory bodies.
- 3.3 Where relevant and applicable quality standards for the services will align them with recognised and agreed 'best practice'.

PART E – SERVICE PERFORMANCE AND OPENING HOURS

- 6. Under the Public Health Act 1936, all local authorities are empowered to provide Mortuary facilities for the reception, storage, legal medical examinations and lawful release of deceased persons.
 - 4.1 Service data will be collected and reported to the Contract Manager, on a monthly cycle, who will then use this as a part of monitoring the performance of the service and the achievement of pre-set targets and objectives.
 - 4.2 Service data will be collected by the Contract Manager and reported to SMB, on a quarterly cycle, who will then use this as a part of monitoring the performance of the service and the achievement of pre-set targets and objectives.
 - 4.3 Where performance targets for KPI's have not been achieved and reported to the Contract Manager as a part of the agreed monthly reporting cycle, it is the responsibility of the Contract Manager to inform members of the SMB of the situation and agree remedial action.
 - 4.4 Where performance targets have not been achieved, Brent will provide Barnet with a detailed report of the cause together, with a remediation plan that will be a basis for a path for agreed improvement, and a return to the achievement of pre-set targets and objectives.
 - 4.5 The SMB will determine the communication process to other stakeholders who need to be made aware of situations when performance has not been achieved and remediation plans are in place,
 - 4.6 Unless otherwise agreed by the parties Brent shall ensure the Shared Service is operational between the hours of 09:00 and 17:00 on Working Days and operates an out of hours 'on-call' rota to provide the Services at all other times outside on normal operational hours (24 hours per day, seven days per week).
 - 4.7 The performance indicators to be used are detailed as follows:
 - Meet minimum HTA Standards and Licence Requirement and ensure that any inspection of the Shared Service by the Human Tissue Authority does not identify shortfalls in compliance with HTA standards.
-

- Satisfaction of HM Coroner
 - Maintaining a disaster/emergency plan
 - Business continuity
 - Customer Service – No complaints against the Shared Service and satisfactory results from Service User satisfaction surveys.
-

APPENDIX 2

CHARGING PROVISIONS

1 This Appendix sets out the details of the charging arrangements agreed by the Parties.

1.1 Definitions

In this Appendix the following definitions shall apply:

“Barnet Budget Contribution” means for the 2025/26 Financial Year the sum of [insert] pounds sterling (£[insert]) (which shall then be apportioned in accordance with paragraph 1.2.2), and for subsequent Financial Years a sum agreed by the Strategic Monitoring Board

“Brent Budget Contribution” means for the 2025/26 Financial Year the sum of [insert] pounds sterling (£[insert]) (which shall then be apportioned in accordance with paragraph 1.2.2) and for subsequent Financial Years a sum agreed by the SMB.

“Capital Costs” includes but is not limited to: repairs and renovations to the Premises and mortuary equipment with a cost of £7,500 and above and other furnishings and equipment. All Capital Costs require the approval of all Parties before expenses are incurred.

“Core Budget” means the annual expenditure budget for the Shared Service for a Financial Year agreed between the Parties and which shall comprise the Barnet Budget Contribution, the Harrow Budget Contribution and the Brent Budget Contribution. The Core Budget shall include a 5% administration fee which shall be incorporated into the Brent Budget Contribution, the Barnet Budget Contribution and the Harrow Budget Contribution.

“Harrow Budget Contribution” means for the 2025/26 Financial Year the sum of pounds (£) (which shall then be apportioned in accordance with paragraph 1.2.2) and for subsequent Financial Years a sum agreed by the SMB.

“Expenditure” means for any Financial Year the total of incurred costs against the Core Budget in relation to the Shared Service including Revenue Costs and Capital Costs.

“Revenue Costs” means the general running costs of the Shared Service and shall include but not be limited to: staff costs, training, premises running costs including utilities, business rates, equipment purchases below £7,500, equipment maintenance and repairs, cleaning materials, protective clothing, IT running costs, Licence costs together with a share of the management costs consisting of 50% of Mortuary Manager/HTA-DI plus a fixed administration fee for 25/26 of £25,714. cleaning, refuse collection, telephone and broadband charges, printing and stationery, telephone and facsimile machines, computer equipment, other office expenses, storage, building maintenance, fittings, rates, property insurance and legal costs. The revenue costs will exclude depreciation and other corporate overheads not mentioned above.

“Quarter” means a period of three months beginning on 1st April, 1st July, 1st October and 1st January in any Financial Year.

1.2 Key Principles

1.2.1 The Core Budget for a Financial Year shall be agreed by the Strategic Monitoring Board (“SMB”) and will be channelled through the Shared Service in order to maximise economies of scale and

cost efficiencies for all Parties in accordance with the principles behind the Agreement. The SMB will decide how the Core Budget is best spent to deliver the service needs of all Parties.

- 1.2.2 In consideration of Brent providing the Service, Barnet will pass the Barnet Budget Contribution and Harrow will pass the Harrow Budget Contribution to Brent during the Term. The Barnet Budget Contribution and the Harrow Budget Contribution shall be apportioned for any period of the Term that is less than one Financial Year.
- 1.2.3 Brent will use its best endeavours to deliver the Service and to manage the costs of the Shared Service within the agreed Core Budget and in accordance with the annual service plan agreed by the SMB.
- 1.2.4 The Parties will act in good faith towards each other in implementing the charging arrangements in this Appendix and shall supply on request to the other Parties any information required to ascertain payments that become due.

2 Charging arrangements

- 2.1 In respect of financing the Shared Service, Brent shall:
 - 2.1.1 keep a separate record of the income and expenditure it incurs for the purpose of this Agreement and provide a copy of such record to the Senior Officers of Barnet and Harrow in the form of a monitoring report on a quarterly basis within 30 days of the end of the relevant quarter including the final quarter in the form of an end of year outturn;
 - 2.1.2 calculate the net estimated Expenditure it incurs in connection with the provision of the Shared Service in accordance with the current recommendations of the Chartered Institute of Public Finance and Accountancy ("CIPFA"); and
 - 2.1.3 ensure that its Director of Finance submits an estimate of the net expenditure to be incurred in the subsequent financial year for the purposes of this Agreement to the Chief Operating Officer of Barnet and the Director of Finance of Harrow of Harrow by the 30th September in each year together with a detailed estimate of all Expenditure including programmed forward maintenance, and shall provide such details and explanations as may reasonably be requested. Such estimate to be considered and approved by Strategic Monitoring Board.
 - 2.2 The net expenditure Brent incurs for the provision of the Shared Service in each financial year (ending on 31 March) shall be attributed to and borne by the Parties in proportion to each boroughs usage of the facility in the preceding calendar year . The Brent Budget Contribution, Barnet Budget Contributions and the Harrow Budget Contribution shall be calculated in accordance with this paragraph 2.2.
 - 2.3 Brent shall invoice Barnet and Harrow respectively for payment of 95% of the Barnet Budget Contribution and 95% Harrow Budget Contribution approved by Strategic Monitoring Board, no later than the 31 August in each financial year. All invoices submitted to Barnet shall be directed to the Barnet and Harrow Senior Officers or Authorised Officers.
 - 2.4 Barnet and Harrow shall each respectively pay any undisputed Charges no later than the 30 September in the financial year to which the estimated expenditure relates.
 - 2.5 Where any Party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with Clause 20 (Dispute Resolution).
-

- 2.6 Brent shall provide full details of income and expenditure at the end of each financial year ("Annual Income and Expenditure Details") for submission to Barnet and Harrow as soon as possible and no later than 30 June following the end of each financial year for approval by SMB, Barnet and Harrow. Such approval shall be confirmed, or refuted, no later than four calendar weeks after submission.
- 2.7 If the Annual Income and Expenditure Details shows that the net Expenditure attributable to Barnet or Harrow calculated in accordance with clause 2.2 above has exceeded the sums paid by Barnet or Harrow as per clause 2.3 above, Barnet and/or Harrow (as the case may be) shall pay to the Brent within 30 Days after receipt of the Annual Income and Expenditure Details, that residual amount of unpaid net expenditure (such residual amount shall be apportioned between Brent, Barnet and Harrow on the same basis set out in clause 2.1.3).
- 2.8 However, if the Annual Income and Expenditure Details shows that the sums paid by Barnet or Harrow as per clause 2.3 exceeds the net Expenditure attributable to Barnet and/or Harrow as estimated in accordance with clause 2.2 above, then Brent shall within 30 days of the Annual Income and Expenditure Details repay Barnet and/or Harrow such overpayments.
- 2.9 On an annual basis, Brent shall provide to Barnet and Harrow with a copy of its records relating to the Shared Service and the Staff or kept for the purposes of this Agreement that are subject to audit by a District Auditor.
- 2.10 Where Staff costs change during a Financial Year after the Core Budget for that year has been set due to nationally agreed pay rises for local government staff, all Parties agree to adjust the Core Budget by an equivalent amount pro rata to their contributions.

3 Expansion costs

- 3.1 The agreed items of costs for the expansion and refresh of the mortuary together with an estimate of costs to be incurred (together "the Expansion Costs ") are set out in Annex 1 to this Appendix.
- 3.2 The Parties shall bear the Expansion Costs in proportion to latest ONS population data per borough.
- 3.3 Barnet and Harrow shall refund the actual set up costs reasonably and properly incurred by Brent in accordance with the Expansion Costs within thirty (30) Days of Barnet and Harrow receiving an invoice from Brent. Any further costs, which fall outside of the agreed items set out in Annex 1 or materially exceed the estimates given, shall be agreed by the SMB before Brent requests payment for these additional items. Barnet and/or Harrow shall pay any agreed additional amount in full within thirty (30) Days of receiving an invoice from Brent.
- 3.4 Where there is any dispute as to the eligibility of an item to qualify as a Expansion Costs or a dispute as to the quantum involved, this will be resolved between the senior finance directors of the Parties or if the senior finance directors fail to reach agreement, in accordance with Clause 20 in this Agreement.
-

Annex 1

Expansion Costs

- 1 The following Expansion Costs have been identified:

Spend	£
Construction	1,535,000
Fees	200,000
Surveys	30,000
Statutory	10,000
FFE & ICT	350,000
<i>Sub-total</i>	<i>2,125,000</i>
Contingency	500,000
Overall Total	2,625,000

- 2 Owing to the early design stage of the design proposals, a contingency figure of 20 per cent has been proposed as part of the Expansion Costs. This is to cover any further inflationary pressures as well as provide contingency as the design develops and further details are identified.
- 3 It is proposed that the Parties contribute their own SCIL or capital contributions to the project costs listed above, using the population share proportions set out in the Agreement between the Parties. This would represent the following contributions:
- Barnet: £1,031,818 (39.31%)
 - Brent: £900,621 (34.31%)
 - Harrow: £692,561 (26.38%)

APPENDIX 3

GOVERNANCE

- 1 As detailed in Clause 3.7 of this Agreement, the Parties shall set up and maintain the following governance arrangements:

1.1 Strategic Monitoring Board ("SMB")

- 1.1.1 The SMB shall be a senior level forum for oversight, consultation, discussion, resolution of issues and recommendation back to the Parties on all aspects of the delivery of the Shared Service.
- 1.1.2 The SMB as a group shall have no decision-making powers vested in it by any of the Parties. No issue shall be deemed to be decided by the Parties at the SMB without the agreement of all Senior Officers. Brent will keep minutes of the SMB meetings and shall fully record all decisions taken by the members.

1.2 The membership of the SMB shall be:

- 1.2.1 the Senior Officers;
- 1.2.2 the Mortuary Manager; or
- 1.2.3 the Contract Manager.

As agreed any other membership from time to time in accordance with Clause 3.7 of this Agreement. Meetings of the SMB shall only go ahead when all Senior Officers are present, however all members of the SMB will be entitled to send a deputy to make decisions on his or her behalf which shall be as valid as if made by the member.

1.3 The terms of reference of the SMB shall include but not be limited to responsibility to:

- 1.3.1 Monitor the delivery of the service and in particular compliance with statute, regulation and guidelines provided by the HTA and Coroners office.
- 1.3.2 Receive, scrutinise and comment on regular reports on the performance of the Shared Service;
- 1.3.3 Review and approve the proposed Core Budget of the Shared Service for subsequent years;
- 1.3.4 Review and approve any proposal to undertake planned maintenance at the Premises which is proposed to be funded through Capital Cost contributions by the Parties and if planned maintenance is agreed, SMB will required during the term, review and approve the estimated costs of undertaking such planned maintenance;
- 1.3.5 Ensure that service risks are managed and that mitigation actions are in place;
- 1.3.6 Ensure and enforce the effective performance of the Shared Service in accordance with agreed service performance standards;
- 1.3.7 Ensure that when there is failure to meet the Service Standards, an achievable plan for rectification is drawn up and approved by the SMB members, which is communicated to the appropriate parties and fully implemented;

- 1.3.8 Where there are sufficient grounds and evidence where the performance of the Shared Service fails to deliver the Services in accordance with this Agreement or meet agreed levels and remediation actions have failed to improve the underperformance, SMB will agree to apply Clause 15 (Defaults) of the Agreement;
- 1.3.9 Receive, scrutinise and comment on all draft versions of the annual service plan for the Shared Service (the Mortuary Manager has the responsibility to prepare this);
- 1.3.10 Receive, review and comment on any reports during each Financial Year where it is considered that a change in statutory requirements, a change in policy or a change in financial circumstances requires the service plan (and potentially the charges) to be revisited and to recommend appropriate action to Brent, to Harrow and to Barnet;
- 1.3.11 Receive, review and comment on reports on any proposed policy changes in connection with the delivery of the Service and to recommend any revised policy to Brent, to Harrow and to Barnet;
- 1.3.12 Consider, scrutinise and comment on any reports about issues, concerns or complaints relating to the delivery of the service and to seek to resolve these;
- 1.3.13 Stipulate any necessary action to Brent, to Harrow or to Barnet to resolve any concerns about the delivery or quality of the service which may include but not be limited to recommending changes in practice or operational matters, further training, mentoring, disciplinary action or in severe cases, replacement redeployment or removal of staff or replacement of equipment or IT systems as appropriate;
- 1.3.14 Review of Service User satisfaction surveys and ensure that the service implements a response to their findings and to consider and make recommendations as to the form, frequency and method of reporting of Service User satisfaction surveys for the remainder of the Term; and
- 1.3.15 Take part in any future recruitment process and approve the appointment of any future Mortuary Manager which the Parties agree shall be advertised internally at Brent, Barnet and Harrow before being externally advertised.
- 1.4 Brent shall pay due regard to any comments of the SMB and ensure any adverse issues are fully addressed or any stipulated actions are implemented within the timescales to be agreed between the Parties.
- 1.5 The SMB will meet quarterly or more frequently as agreed.
- 1.6 If the SMB cannot agree an issue on which it is required to give a decision on, then such issue may be referred to Dispute Resolution under clause 20 of the Agreement.

APPENDIX 4

OPERATIONAL MATTERS

1 Mortuary Operation Procedures

- 1.1 Brent shall from the Commencement Date ensure that the Shared Service provides the Services in compliance with the Mortuary Operation Procedures (MOPs) listed and attached at Appendix 4, Annex 1 and throughout the Term. Before 1st April for each subsequent Financial Year, the Shared Service shall review the MOPs and make any necessary updates or amendments to such MOPs as agreed by the Parties and the Strategic Monitoring Board. The MOPs shall be in a form agreement between Brent, Harrow and Barnet and shall set out the expected performance of the Shared Service which shall be provided within the overall Core Budget.
- 1.2 The MOPs shall cover the provision of the service as detailed in Appendix 1 and are summarised in the following service groupings:
- Admission of Deceased
 - Safe & Regulated Storage
 - Control of valuables, histology, organs and medical reports
 - Post Mortems
 - Release of Deceased
- or such other areas of Shared Service as agreed from time to time with the Parties to reflect agreed changing requirements for the scope of MOPs, change in statute/regulation, change in the needs of Service Users and/or organisational change.
- 1.3 The services provided shall be monitored monthly against the anticipated workload levels in each of the MOPs, and the Mortuary Manager will provide such reasonable information about the month to month delivery of the Services to the SMB.

2 Quality and Standards

- 2.1 Brent shall comply fully with the standards required by the Human Tissue Authority, HM Coroner and other agreed (and nationally recognised) best practice, which applies to every aspect of the Service provided.
- 2.2 Brent shall comply with the standards required to maintain existing corporate and service related accreditations.
- 2.3 Brent shall provide training to all Staff on the Parties' anti-money laundering, anti-bribery and FOI Act procedures.
- 2.4 In cases involving a Service User and/or third party dispute that may lead to court or tribunal proceedings against Barnet or Harrow, the need to comply with court/tribunal rules places responsibilities on the Parties involved including Brent as its service provider. Failure by a Party to comply with its responsibilities may lead to the imposition of sanctions for which the defaulting Party will be responsible.
- 2.5 Where negligence or misconduct by Brent results in an adverse costs order being made against Barnet or Harrow, the liability for meeting such costs shall be met by Brent and shall not be included within the Charges.

3 Key Contacts

- 3.1 The Key Representative in respect of this Agreement for Barnet shall be the Contract Manager. The Key Representative in respect of this Agreement for Harrow shall be the Divisional Director – Commercial Services. The Key Representative in respect of this Agreement for Brent shall be the Brent Senior Officer.
- 3.2 The Key Representatives shall be responsible for the overall operation of this Agreement and the relationship between the Parties.
- 3.3 For 'day to day' queries concerning financial matters including service volumes, performance and financial management relating to the delivery of the Shared Service Barnet or Harrow should contact the Mortuary Manager.
- 3.4 The Mortuary Manager shall keep updated full information as to its people, structure and the service that it provides, and update it, according to Brent procedures.

4 Managing this Agreement

- 4.1 The Mortuary Manager will welcome and shall actively seek feedback and comments from Barnet and Harrow.
- 4.2 The Mortuary Manager will deal with and attempt to resolve all complaints from Service Users in accordance with Brent's complaint's policy. Where the complaint is upheld, Brent shall review its working practices to reduce the risk of a reoccurrence.
- 4.3 The SMB shall meet on a quarterly basis to review the operation of this arrangement as set out in Appendix 3.

5 Instructions and Communication

- 5.1 As at the Commencement Date, Barnet and Harrow will provide Brent, with what Barnet and what Harrow considers to be the relevant background information. The Mortuary Manager (and/or other appointed officers) shall discuss this with Barnet and Harrow and identify any additional information requirements. If there is requirement for further information it shall let Barnet and Harrow know, who will respond within an agreed timescale.
- 5.2 When Brent needs to communicate to Barnet, Harrow and others, in writing it shall seek to maximise the use of digital media and communicate through e-mail and virtual meeting spaces wherever possible. The Mortuary Manager (and/or other appointed officers) shall meet with Barnet when there is a mutually agreed objective and that the outcomes from the meeting will add value. Otherwise the Mortuary Manager (and/or other appointed officers) shall speak to Barnet and Harrow over the telephone. Attendance at meetings may exceptionally be required at short notice but wherever possible reasonable notice will be given.
- 5.3 When any significant risk to Barnet or Harrow is identified as a result of a proposed course of action, the Mortuary Manager (and/or other appointed officers) shall discuss with Barnet and Harrow whether the proposed course of action shall justify the expense or risk involved including, if relevant, the risk of having to bear a third party costs. The Mortuary Manager (and/or other appointed officers) shall inform Barnet and Harrow in writing of any circumstances of which it becomes aware which will or may affect the degree of risk involved or cost benefit to Barnet and Harrow of continuing with the matter.
- 5.4 As a key part of this Shared Service, Barnet and Harrow will expect Brent to be committed to a culture, which promotes equality and values diversity. The Shared Service shall be accessible to all. This shall include staff of Barnet and Harrow who deal with the Shared

Service and members of the public and other third parties who deal directly when representing Barnet or Harrow.

- 5.5 The Mortuary Manager (and/or other appointed officers) shall work with Barnet and Harrow to ensure that no person is disadvantaged in accessing the Shared Service as a result of the way the partnership shared services arrangement deliver them.

6 Dispute resolution

If a dispute arises between the Parties, the Senior Officers will normally be expected to resolve it. In the case of a serious complaint or any other special circumstances (such as the Key Representatives being involved in the disputes) then the matter will be resolved in accordance with Clause 20 (Dispute Resolution) of the Agreement.

7 Variations to the service

As detailed in Clause 21.1 of the Agreement, variations to service shall only be valid if it has been agreed in writing and signed by duly authorised representatives of each Party.

- 7.1 Brent will be responsible for the provision of business cases that determine a variation to the Shared Service, where there are known factors that will increase or decrease the operational and financial performance of the Shared Service.
- 7.2 In such circumstances, the Mortuary Manager shall immediately communicate this to the appointed Senior Officers and the SMB shall then decide an action plan moving forward.
- 7.3 The SMB will decide the materiality of the proposed variation and will commission a business case if required.
- 7.4 Where it is deemed that a business case is required, it should provide clear evidence of an opportunity for the overall increase in a net surplus or a cashable benefit. This will require the Mortuary Manager to include in the business case a statement of gain share, which will determine how the accrued benefit will be realised by Barnet, Harrow and Brent.
- 7.5 The statement of gain share will provide information and financial statements that will provide the Barnet Contract Manager, Harrow Divisional Director – Commercial Services and SMB with the following information:
- 7.5.1 A service description;
 - 7.5.2 Metrics of the increased/new activity by geographical area of delivery;
 - 7.5.3 Projected income or savings resulting from the increased activity by geographical area of delivery;
 - 7.5.4 Investment and/or set-up costs;
 - 7.5.5 Projected increases in service Revenue Costs;
 - 7.5.6 Expected net surplus or cashable benefit resulting from the variation in service;
 - 7.5.7 An analysis of the risks relating to service variation; and
 - 7.5.8 A proposed gain share between Brent, Harrow and Barnet that will impact the Core Budget available to run the service;

- 7.6 There will be a broad acceptance by the Parties that any proposed gain share between Brent, Harrow and Barnet will recognise there is an equitable allocation of net revenue or savings between Brent, Harrow and Barnet.
- 7.7 Where the business case provides evidence of an accruing risk that will result in the overall decrease in existing net surplus or a cashable benefit not detailed in the Core Budget, it will be recognised that this is will require the Mortuary Manager to include in the business case a statement of service reduction, which will determine how the accrued loss in net revenue will impact both Barnet and Brent.
- 7.8 The statement of service reduction will provide information and financial statements that will provide the Contract Manager and SMB with the following information:
- 7.8.1 A service description;
 - 7.8.2 Metrics of the decrease in planned activity by geographical area of delivery;
 - 7.8.3 One-off costs relating to the variation in service;
 - 7.8.4 Projected decreases in service revenue costs;
 - 7.8.5 Expected net deficit or cashable loss resulting from the variation in service;
 - 7.8.6 An analysis of the risks relating to service variation; and
 - 7.8.7 Any proposed cost Share between Brent and Barnet that will impact the Core Budget available to run the service.

Annex 1

Mortuary Operation Procedures

Summary Updated Mortuary Operation Procedures - consequential on introduction of HTARI s

Procedure	Title
MOP 002	HTARI
MOP 003	Air Conditioning
MOP 005	Barrier Lines
MOP 006	Bodies in Store
MOP 007	Body Identification Discrepancy
MOP 008	Body Storage Maint. And Repair
MOP 009	Body, Tissue, Fluid Identification
MOP 010	Bodies with Similar Names
MOP 011	Cleansing and Decontamination of PM rooms
MOP 012	Cleansing of Ancillary area of Mortuary
MOP 014	Disinfectants and Chemical uses
MOP 015	Disposal and Collection of Laundry
MOP 016	Disposal of Waste
MOP 017	Disposal of Tissue
MOP 018	Forensic Specimens
MOP 019	Freezing of Bodies
MOP 020	Fridge Monitoring
MOP 022	Histology
MOP 023	Hospital Medical Notes
MOP 024	Hydraulic Trolleys
MOP 025	Identification and Viewings
MOP 026	Infectious Cases
MOP 028	Mortuary Database
MOP 029	Movement of Tissue Samples
MOP 030	Obese Cases
MOP 031	Opening Preparation Closure
MOP 033	Equipment Servicing and Repairs
MOP 034	Overflow
MOP 036	Pathologists Histories
MOP 037	Preliminary Autopsy
MOP 038	Property Collected by Relatives
MOP 039	Properties or Valuables discrepancy
MOP 040	Receipt of Bodies from NBS
MOP 041	Receipt of Deceased during working hours
MOP 042	Releasing bodes to funeral directors
MOP 043	Removal of Pacemaker or ICD

MOP 044	Repatriation of Tissues
MOP 045	Retention of Mortuary Documents
MOP 046	Retention of Tissue for DNA
MOP 047	Return bodies to store
MOP 048	Routine Coroners
MOP 051	Suspicious Deaths
MOP 052	Toxicology
MOP 053	Transfer from NPH
MOP 054	Document Control
MOP 055	Internal Audits
MOP 056	General Safety Precautions
MOP 057	General Staff Arrangements
MOP 058	FD Reception Process
MOP 059	Contingency Procedures

APPENDIX 5

EXIT ARRANGEMENTS

1 Overriding objectives

- 1.1 Within 3 (three) months of the date of this Agreement the Parties shall prepare a draft exit plan and shall have two overriding objectives in planning and implementing such exit plan. These are to ensure:
- 1.1.1 a smooth transition so that there is no interruption in the provision of the highest quality Services to Service Users, sufficient and comprehensive handover arrangements and business continuity for the Parties.
 - 1.1.2 that Service Users and the Staff affected by the exit are fairly treated, receive adequate communication, are involved in the process and are not adversely affected.

2 Procedure on termination or expiry

- 2.1 On receipt of notice that the Agreement is to be terminated (whether in whole or in part) in accordance with the terms of the Agreement, the Parties shall implement the exit plan which shall contain details as outlined below:
- 2.1.1 Governance structure for the transition phase;
 - 2.1.2 Subject to the provisions of this Agreement, identification of any equipment, files, file notes, correspondence, records, documents and other papers used by, produced by or stored by Brent to deliver the Services (which may include equipment not solely used for the provision of the Services);
 - 2.1.3 Transfer of any data (whether in hard copy or electronic);
 - 2.1.4 TUPE Lists and pension details (subject to data protection law);
 - 2.1.5 The roles of each Party during the period leading up to Termination;
 - 2.1.6 Sub licence or sub lease to Barnet to make use of the original mortuary premises as may be reasonably required.

3 Review of Exit Plan

- 3.1 The exit plan shall be reviewed by the Parties annually throughout the Term of the Agreement or at such other times as may be reasonably requested by a Party.
- 3.2 Such reviews shall examine the procedures and methodologies set out in the exit plan and assess their suitability in light of any changes to the Services that have occurred since the later of the original approval of the exit plan or the most recent review.

4 **Handover Period**

The Parties shall take all such reasonable steps as shall be necessary for the orderly hand-over of the Services such that the Services can be carried on with the minimum of interruption and inconvenience to Service Users and all Parties which shall include but not be limited to preparation of detailed handover notes summarising the status of each case or matter including relevant time limits and outstanding actions.

5 **Employment issues during exit period**

5.1 The Parties will during the exit period establish an exit group comprising staff of each of the Parties to manage transition of the Services, and to implement the provisions of the exit plan (the "Exit Group"). The Parties will make available sufficient resources to meet the requirements of the Exit Group. The Exit Group will manage all the activities needed for the transfer of the Returning Services from Brent to Barnet, Harrow or any Future Provider so that the transition is carried out as seamlessly as possible.

5.2 On expiry or earlier termination of this Agreement, as part of the exit plan the Parties agree that it is their intention that TUPE shall apply in respect of the provision thereafter of any service equivalent to a Service to Service Users by Barnet, Harrow or any Future Provider but the position shall be determined in accordance with the Law during the exit period and this paragraph 5 is without prejudice to such determination.

5.3 The Parties agree that during the exit period, the Exit Group shall work to identify those staff engaged by Brent who would:

5.3.1 if they remained employed by Brent at the end of the exit period, be the subject of a Relevant Transfer to Barnet, Harrow or any Future Provider in respect of the Returning Services for which Barnet, Harrow or any Future Provider shall become responsible at the end of the exit period, or

5.3.2 be offered employment pursuant to the provisions of clause 5.8 below,

together the Potential Transferring Employees.

5.4 During the exit period, to the extent that any Potential Transferring Employees resign or their employment is terminated by Brent, the Exit Group will agree that in the event that this creates any vacancies within the workforce delivering the Returning Services during the exit period, such vacancy shall to the extent possible in light of service delivery requirements in relation to the Returning Services either:

- i not be filled by Brent during the exit period; or
- ii be filled by the engagement by Brent of agency staff or staff engaged on fixed term contracts of employment; or
- iii Barnet, Harrow or any third party shall instead recruit a suitable individual in relation to that vacancy and then second such individual to Brent for the remainder of the exit period to deliver the Returning Services with such secondment to end at the end of the exit period; or

- iv where Brent recruits any suitable individuals in relation to that vacancy, such recruitment shall be on the basis that the individual will only be engaged in the delivery of the Returning Services and it shall be made clear as part of such recruitment that the individual will be subject to a Relevant Transfer to Barnet or any third party at the end of the exit period.

- 5.5 At the start of the exit period, to the extent possible under TUPE and/or the applicable Law at the relevant time, the Exit Group shall use all reasonable endeavours to consult upon and agree a reorganisation process with the Potential Transferring Employees and/or their appointed employee representatives or trade unions, to confirm who will be the subject of a Relevant Transfer to Barnet, Harrow or any Future Provider at the end of the exit period;
- 5.6 The Exit Group shall use all reasonable endeavours to agree and implement any other steps, measures, processes and/or procedures in order to minimise the potential for any Potential Transferring Employees not being the subject of a Relevant Transfer to Barnet, Harrow or any Future Provider at the end of the exit period.
- 5.7 Where, despite the requirements of paragraphs 5.4 – 5.6 having been complied with, there remain any Potential Transferring Employees who may not be the subject of a Relevant Transfer, the provisions of paragraphs 5.8 to 5.11 below shall apply.
- 5.8 If TUPE does not apply on the expiry or termination of this Agreement to any Potential Transferring Employees, Barnet and/or Harrow shall or shall procure that each Future Provider shall as far as possible offer employment to the Potential Employees employed by Brent in the provision of the Returning Services immediately before the end of the exit period.
- 5.9 If an offer of employment is made in accordance with paragraph 5.8, the employment shall be on the same terms and conditions as applied immediately before the expiry or earlier termination of this Agreement including full continuity of employment.
- 5.10 Where any such offer as referred to in paragraph 5.8 is accepted, Brent shall indemnify and keep indemnified in full Barnet, Harrow and/or any Future Provider on the same terms and conditions as those set out in paragraph 5.17 as if there had been a Relevant Transfer in respect of each and every employee who has accepted any such offer and for the purposes of paragraphs 5.14 - 5.20 each and every such employee shall be treated as if they were a Returning Employee.
- 5.11 Where Barnet, Harrow or any Future Provider does not make any such offer or any such offer as referred to in paragraph 5.8 is not accepted and TUPE does not apply, the provision of paragraph 5.12 below shall apply regarding any redundancy or reorganisation costs incurred by Brent.

Redundancy and Reorganisation Costs

- 5.12 Where Barnet, Harrow or any Future Provider does not make any such offer or any such offer as referred to in paragraph 5.8 is not accepted and TUPE does not apply to any Potential Transferring Employee, then:
 - (a) Brent shall be entitled to dismiss any or all of the Potential Transferring Employees by reason of redundancy or for some other substantial reason provided that Brent shall carry out in the required manner any obligation to

consult with the Potential Transferring Employees or any of them, or their respective representatives, and shall use all reasonable endeavours to mitigate the amount of any costs payable in respect of the said employees or their dismissal; and

- (b) Barnet and Harrow shall each indemnify Brent against all Losses and/or Employment Claims relating to the dismissals referred to in paragraph 5.12(a) above reasonably incurred by Brent (including any additional costs incurred in relation to the Local Government Pension Scheme). Losses and Employment Claims shall be apportioned between Barnet and Harrow in proportion to the population figure for their respective areas according to the most recent population estimates issued by the Registrar General's estimate (CIPFA statistics).

5.13 Without prejudice to the provisions of clauses 5.1 - 5.12 above, and in any event,

5.13.1 during the twelve (12) months prior to the expiry of the Agreement or after Barnet or Harrow has given notice to terminate the Agreement and within twenty one (21) Days of being requested to do so, Brent shall fully and accurately disclose to Barnet and Harrow any and all information in relation to all persons engaged in providing the Service including:

- (a) a list of employees employed by Brent or any sub-contractor in the provision of the Services;
- (b) a list of agency workers, agents and independent contractors engaged by Brent or any sub-contractor in the provision of the Services;
- (c) the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of those persons; and
- (d) the terms and conditions of employment or other contract with such persons

and shall notify Barnet and Harrow as soon as reasonably practicable of any variation in the information provided under this clause 5.13 and shall provide Barnet and Harrow with the revised and accurate information. Brent warrant that such information is complete and accurate as far as it is aware or should reasonably be aware as at the date it is provided.

5.13.2 during the twelve (12) months prior to expiry of the Agreement or where notice to terminate this Agreement for whatever reason has been given, save where it is as a result of a decision by the Exit Group, Brent shall not and shall procure that any sub-contractor shall not without the prior written consent of Barnet and Harrow (such consent not to be unreasonably withheld or delayed) unless in the ordinary course of business:

- (a) vary or purport or promise to vary the terms and conditions of employment of any employee employed in connection with the Services;
- (b) materially increase or decrease the number of employees employed in connection with the Services; or

- (c) assign or re-deploy any employee employed in connection with the Services to other duties unconnected with the Services or assign or re-deploy any employee employed to carry out duties unconnected with the Services to the duties connected with the Services.

5.14 Brent shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the date of any Relevant Transfer in respect of such Transferring Employees on expiry or termination of this Agreement.

5.15 Barnet and Harrow shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of those Transferring Employees returning to Barnet and Harrow respectively, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, for the period on or after the date of any Relevant Transfer in respect of such Transferring Employees on expiry or termination of this Agreement.

5.16 Brent shall indemnify and keep indemnified Barnet, Harrow and any Future Provider against any Losses caused to Barnet, Harrow or any Future Provider by any inaccuracy or incompleteness in such information as is provided under 5.13 above or by any changes in the information which have not been communicated to Barnet or Harrow (whether relating to the number, identity or details of the Transferring Employees or otherwise) which occur prior to the Relevant Transfer Date.

5.17 Brent shall indemnify Barnet, Harrow and any Future Provider in full from and against all Losses and/or Employment Claims which Barnet, Harrow and/or any Future Provider incurs arising from:

- (a) any act or omission of Brent or any sub-contractor in relation to the Transferring Employees,
- (b) subject to the provisions of paragraph 5.12 above, any claim by an employee or former employee of Brent or any sub-contractor who is not a Returning Employee, and
- (c) any representations made by Brent or any sub-contractor in relation to employment by Barnet and/or any Future Provider, provided that such Losses and/or Employment Claims are not payable as a result of any act or omission by Barnet, Harrow and/or any Future Provider.

5.18 Barnet shall indemnify Brent against all Losses and/or Employment Claims incurred by Brent in connection with or as a result of any claim or demand

- (a) by an employee of Brent who would, had it not been for the termination of that employee's employment pursuant to the provisions of TUPE Regulation 4(9) and/or 4(11), have been an employee with a right to transfer to Barnet under TUPE,
- (b) arising out of Barnet's failure to comply with its obligations under TUPE Regulation 13(4).

- 5.19 Harrow shall indemnify Brent against all Losses and/or Employment Claims incurred by Brent in connection with or as a result of any claim or demand
- (a) by an employee of Brent who would, had it not been for the termination of that employee's employment pursuant to the provisions of TUPE Regulation 4(9) and/or 4(11), have been an employee with a right to transfer to Harrow under TUPE,
 - (b) arising out of Harrow's failure to comply with its obligations under TUPE Regulation 13(4).
- 5.20 Barnet shall indemnify Brent in full from and against all Losses and/or Employment Claims which Brent incurs arising from any act or omission of Barnet and/or any Barnet Future Provider in relation to the Transferring Employees. Harrow shall indemnify Brent in full and against all Losses and/or Employment Claims which Brent incurs arising from any act or omission of Harrow and/or any Harrow Future Provider in relation to the Transferring Employees.

APPENDIX 6
CABINET DECISIONS

[insert list of 2025 decisions for the various Parties]

APPENDIX 7

[insert details of Employees employed at the Commencement Date]

APPENDIX 8

POLICIES

In accordance with Clause 12.6 the Shared Service will comply with the following Barnet Policies (as amended and updated from time to time) in the delivery of the Service.

- Health and Safety
- DBS checks
- Data protection
- Freedom of Information
- Equalities
- Prevention of Fraud

APPENDIX 9

RISK MANAGEMENT

- 1 **This Appendix sets out the risk management procedure, which the Shared Service should maintain in the delivery of the Shared Service. Barnet and Harrow acknowledge that Brent, as a Local Authority in England and Wales, already operates a compliant and comprehensive corporate and operational Risk Management process.**
- 2 **Risk registers, review and risk management**
 - 2.1 The SMB will consider all matters of risk, both external and internal, and agree and implement policies and procedures to deal with them where necessary, which the Mortuary Manager will be responsible for implementing.
 - 2.2 The Mortuary Manager shall ensure that there is a fully managed risk register that details and identifies the position, assessment and mitigation of all risks relating to his/her delivery of the Shared Service.
 - 2.3 A full assessment of risks relating to the service should be included in the annual service plan.
 - 2.4 The Mortuary Manager and Contract Manager shall review monthly, the service risk register to ensure that mitigation actions are progressing to plan.
 - 2.5 A report summarising the key risks managed through the risk register will also be made available to SMB at their quarterly meetings, or sooner via an interim report, if agreed with the Contract Manager.
 - 2.6 Brent shall at all times manage the Service so as to minimise any third-party claims for compensation, damages or otherwise or any legal liability to Clients or third parties arising in connection with or incidental to the carrying out of the Service through the negligence, defaults, acts or omissions of the Shared Service Staff. Brent shall immediately notify Barnet and Harrow of any liability or claim of which it becomes aware for which Barnet and / or Harrow may be liable.
- 3 **Risk audit**
 - 3.1 As detailed in Clause 28 of the Agreement, Brent shall comply with the requirements of Barnet's and / or Harrow's annual internal audit programme, and the Mortuary Manager (subject to request and reasonable notice) will provide the service risk register to Barnet's and / or Harrow's internal audit team..
 - 3.2 Where it is agreed that that where Brent's internal audit undertake a review on behalf of Barnet and / or Harrow, the Mortuary Manager (subject to request and reasonable notice) will provide the service risk register to Brent's internal audit team.

APPENDIX 10
DATA SHARING AGREEMENT

[insert]