

Dated: _____ 2012

THAMES VALLEY POLICE AUTHORITY

-and-

BRACKNELL FOREST BOROUGH COUNCIL

-and-

READING BOROUGH COUNCIL

-and-

ROYAL BOROUGH OF WINDSOR & MAIDENHEAD

-and-

SLOUGH BOROUGH COUNCIL

-and-

WEST BERKSHIRE DISTRICT COUNCIL

-and-

WOKINGHAM BOROUGH COUNCIL

AGREEMENT

relating to the Coroner's Service

THIS AGREEMENT is made the 1st day of April 2012

BETWEEN THAMES VALLEY POLICE AUTHORITY (TVPA) OF

(1) BRACKNELL FOREST BOROUGH COUNCIL (BFBC) (2) READING BOROUGH COUNCIL (RBC) (3) ROYAL BOROUGH OF WINDSOR & MAIDENHEAD (RBWM) (4) SLOUGH BOROUGH COUNCIL (SBC) (5) WEST BERKSHIRE COUNCIL (WBC) (6) and WOKINGHAM BOROUGH COUNCIL (WOK BC) (7)

RECITALS

1. In 2010 TVPA employed Coroner's Officers providing Services for the former County of Berkshire comprising the six local authorities BFBC RBC RBWM SBC WBC and WOK BC and the parties have agreed that with effect from 1 June 2010 the service is hosted by RBC and the staff providing the Services were transferred to RBC as Host Authority
2. This Agreement is made in accordance with the following powers and all other powers enabling the Parties to do so:-

The Local Authorities (Goods & Services) Act 1970 Section 1

Local Government Act 1972 Section 101

Local Government Act 1972 Section 111

Local Government Act 1972 Section 113

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

1. **DEFINITIONS**

- 1.1. In this Agreement where the context allows:

"the Approved Budget" means the budget approved by the Parties for the provision of the Services

"Proper Level of Competence"	means the level of professional competence reasonably and properly expected of a Coroner's Officer
"Finance Officers"	means those officers designated by the Parties for the purposes of S.151 of the Local Government Act 1972 or any replacement thereof from time to time in force
"Financial Year"	the period commencing on the 1 April and ending on the succeeding 31 March
"the Insured Risks"	fire lightning explosions storm tempest flood bursting and overflowing of water tanks apparatus or pipes earthquake aircraft and other aerial devices dropped from aircraft riot and civil commotion and such other risks as the Host Authority may consider it prudent to insure
"Local Government Ombudsman"	means the person or persons appointed for the purposes of Part 3 of the Local Government Act 1974 (as amended)
"the Host Authority"	means Reading Borough Council
"Local Authorities"	means the Host Authority BFBC RBWM WBC SBC & WOK BC
"the Nominated Contact"	means an officer nominated by a Local Authority as the principal point of contact for each of the Other Parties and the Host Authority

"the Other Parties"	means such one or more of the Parties as the context requires excluding the Host Authority and excluding TVPA
"the Parties"	means Parties to this Agreement
"the Payment Dates"	means the 15 May 15 August 15 November and 15 February in each Financial Year
"the Services"	means the Services described in Part 2 of the Schedule to this Agreement
"the Team"	means those members of staff who are detailed in the Schedule transferring to the Host Authority on 1 June 2010 and thereafter the staff employed by the Host Authority for the purpose of providing the Service pursuant to Clause 3 hereof
"Relevant Employees"	the employees who are the subject of a Relevant Transfer
"Relevant Transfer"	a relevant transfer for the purposes of the Transfer of undertakings (Protection of Employment) Regulations 2006
"Relevant Workforce Information"	the employees liability information details required by Regulation 11 of TUPE affecting each of these Relevant Employees
"Transfer Date"	means 1 June 2010

"TUPE" means the Transfer of undertakings (Protection of Employment) Regulations 2006 as amended from time to time and EU Acquired Rights Directive 2001/23/EC and any other relevant European Directives.

"Staffing Costs" means the part or parts of the Budget which the Host Authority incurs in relation to employees (including staff salaries wages and other emoluments together with the employer's contribution for National Insurance and any applicable pension fund) providing the Services.

2. THE SERVICE

- 2.1 Subject as hereinafter provided the Host Authority shall provide the Service and shall use all reasonable endeavours to keep the cost of the Service within the Approved Budget.
- 2.2. The Service shall comprise the Coroner's Service as more particularly detailed in the Part 2 of Schedule hereto

2A TRANSFERRING PERSONNEL AND THE REGULATIONS

- 2A.1 The Parties recognise and acknowledge that the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the EU Acquired Rights Directive 2001/23/EC (collectively referred to in this Agreement as "TUPE") may apply in respect of this Agreement.
- 2A.2 TVPA agrees that as at the Transfer Date it had complied with all of its obligations under TUPE.
- 2A.3 The Parties agree that a Relevant Transfer took effect on the Transfer Date and that the contracts of employment for the Relevant Employees (being those employees employed by TVPA who are wholly or mainly assigned in the Services immediately before the Transfer Date and are listed in the list in Part

1A of the Appendix hereto) took effect as intended by TUPE including the transfer of their employment to the Host Authority.

2A.4 TVPA warrants that only the Relevant Employees as listed in the Appendix were entitled to transfer their employment contracts to the Host Authority and no other employee or former employee of TVPA was entitled to transfer to the Host Authority.

2A.5 TVPA warrants that it had not changed the number of personnel or service delivery structure during the last three months of the delivery of the service from the Transfer Date other than for bona fide economic or operational reasons.

2A.6 TVPA warrants that Relevant Workforce Information provided for the purposes of TUPE was full and accurate.

2A.7 TVPA agrees to indemnify and keep reasonably indemnified the Host Authority from and against all actions, proceedings, claims, expenses, awards, costs, legal fees and all other liabilities whatsoever in the following circumstances:

2A.7.1 claims made that are in any way connected with or arising from or relating to the provision of Relevant Workforce Information or a failure to provide such information to the Host Authority relating to the transfer;

2A.7.2 claims made that arise from any failure by TVPA to comply with any obligations to consult or to assist in consultation in respect of the Relevant Employees and/or their appropriate representatives under TUPE, save to the extent that failure is determined by an Employment Tribunal to be attributable to a failure of the Host Authority to comply with its obligations under Regulation 13 of TUPE and in which case the Host Authority shall to the same extent and in the same respects indemnify TVPA;

- 2A.7.3 any claim in respect of any lawful change made by the Host Authority to the working conditions or contract of employment of any Relevant Employee of TVPA after the Commencement Date that necessarily arises by virtue of the transfer of the Services, including for the avoidance of doubt and without prejudice to the generality of the foregoing, claims in respect of constructive dismissal and breach of contract; and
- 2A.7.4 any claim made in connection with or as a result of any claim or demand by a Relevant Employee or any other person subsequently deemed to be an employee of TVPA arising as a result of matters in existence before the Transfer Date whether such claim or claims are brought before or after the Transfer Date , and including without prejudice to the generality of the foregoing, negligence claims, unfair or wrongful dismissal, redundancy, unlawful discrimination, breach of contract, unlawful deduction of wages, breach of TUPE and equal pay.
- 2A.8 In the event that the information provided by TVPA becomes inaccurate for whatever reason, TVPA agrees to immediately notify the Host Authority of the inaccuracies and provide the correct information.
- 2A.9 Without prejudice to any other provision of this Agreement, TVPA agrees to fully co-operate with and assist the Host Authority in complying with all and any legislation and statutory obligations including Sections 100 and 101 of the Local Government Act 2003 and any statutory guidance issued thereunder insofar as they are applicable to this Agreement.
- 2A.10 The Host Authority hereby indemnifies and shall keep indemnified TVPA in relation to all reasonable legal costs incurred as a result of any proceedings resulting from a fault or omission in relation to any Relevant Employees that is wholly attributable to the Council on or after the Transfer Date.

2A.11 In connection with Termination of this Agreement the Parties agree to fully co-operate with each other in relation to any future possible transfer of staff to a third party or to TVPA and will, inter alia, provide information of the type required by Regulation 11 of TUPE upon reasonable request.

2B **PREMISES**

TVPA shall permit insofar as it has the capability to permit the Host Authority to use by way of licence the various office and other accommodation at the locations and police stations referred to in the Schedule for the Relevant Employees for a minimum period of twelve months from 1 June 2010 and thereafter TVPA may give six months written notice at any time to terminate such licence/s. On the expiration of such licence/s the Host Authority shall be responsible for providing office accommodation for the Team including the Relevant Employees

3. **STAFFING**

3.1 Subject to the provisions of Clause 2B above the Host Authority will employ and provide office accommodation for staff in the Team. The Host Authority may request any of the Local Authorities to assist in providing or securing such office accommodation in their area. The Host Authority will be responsible for paying salaries and incidental salary costs (including employers' national insurance and superannuation contributions, subsistence, expenses, and will provide office equipment and supplies. The Host Authority will also provide accounting, line management and corporate support, and will be responsible for authorisation and payment of minor disbursements and recovery of charges payable hereunder by the Other Parties.

3.2 Each of the Local Authorities shall appoint a Nominated Contact Officer . If the Nominated Contact Officer is employed on a part-time basis then another Nominated Contact Officer shall be appointed by the Host Authority for the remainder of the working week.

3.3 Furthermore, the Host Authority shall ensure that all staff are appropriately trained in the use of computer facilities made available by the Host Authority for the production of accounts and other management information required by this Agreement.

4A. TVPA shall pay to the Host Authority Sums equivalent to the following percentages of the Approved Budget for the Coroner's Officers service :-

4A.1 1/4/10 to 31/3/11 - 83.33% (adjusted to take effect from 1st June 2010)
and

4A.2 1/4/11 to 31/3/12 - 75% and

4A.3 1/4/12 to 31/3/13 - 50% and

4A.4 1/4/14 to 31/3/14 - 25% and

Nil thereafter

4. **THE BUDGET**

4.1. The Approved Budget shall be the subject of annual review by the Host Authority having regard to any increases in the cost of providing the Service and in particular (but not limited to):

4.1.1. the forecast rate of inflation for the Financial Year in question agreed upon by the Finance Officers;

4.1.2 the changes to salaries and wages and other terms and conditions of employment of the relevant staff brought about by national and local negotiations;

4.1.3. changes in law or practice relating to the delivery of the Service;

- 4.1.4 other material changes in the cost of the provision of the Service outside the control of the Host Authority.
- 4.2. The Host Authority shall use its reasonable endeavours to carry out such a review by 31 October in the year preceding the date of operation of the review or as soon as practicable thereafter and shall notify the Other Parties of any increase in the sums payable under Clause 6 upon completion of the review.
- 4.3 The date of operation of the review shall be the 1 April each year.
- 4.4 In addition to and without prejudice to Clauses 4.1 to 4.3 the Host Authority reserves the right to make reasonable increases in charges to the Other Parties at any time where unforeseen changes occur which result in the Host Authority reasonably incurring additional costs.
- 4.5. In addition to and without prejudice to Clauses 4.1 to 4.4 the Host Authority reserves the right to make reasonable increases in charges to or recover costs from an individual Party where that Party is responsible for the occurrence of unforeseen changes or additional work which result in the Host Authority reasonably incurring additional costs.
- 4.6. Provided the Host Authority does not propose to increase the Approved Budget for the previous Financial Year by more than the rate of inflation the Other Parties shall notify the Host Authority of their approval within a period of 1 month from the said 31 October or the date of receipt whichever is the later. If any of the Other Parties fail to do so it shall be deemed to have approved the revisions.
- 4.7. In the event that the draft budget does not comply with Clause 4.6 the Host Authority shall include with its notification under Clause 4.2 above detailed reasons for the increase over and above the said rate of inflation.
- 4.8. Where the Host Authority makes submissions in accordance with Clause 4.7 above the Other Parties shall indicate in writing their approval or otherwise to the Host Authority within a period of 1 month from 31 October or the date of

receipt whatever is the later. If 3 of the Other Parties indicate approval of the draft budget it shall be regarded (but not earlier than the date specified above) as the Approved Budget for the purposes of the provision of the Service during the Financial Year in question.

4.9 If less than 3 of the Other Parties indicate their approval in accordance with Clause 4.8, the Host Authority shall forthwith take measures to reduce the cost of Service so that it does not exceed the maximum permitted under Clause 4.6.

5. CAPITAL EXPENDITURE

5.1 The Host Authority shall submit any proposals for capital expenditure towards the maintenance or improvement of the property in which the Team is located or the acquisition of new property to the Other Parties by the 31 October in the Financial Year before that in which the expenditure is to be incurred.

5.2 No capital expenditure shall be incurred by the Host Authority until the proposals and contributions have been approved by all of the Other Parties. For the avoidance of doubt this shall not apply to any capital expenditure which the Host Authority intends to incur in respect of property which is not subject to any restrictions pursuant to an agreement between the Parties under the provisions of the Property Transfer Regulations and in respect of which the Host Authority does not intend to seek a contribution from the Other Parties.

5.3. Unless otherwise agreed between the Finance Officers all contributions due in accordance with Clause 5.2 shall be made within one month of a written request by the Host Authority.

6. **PAYMENT**

6.1. The charges for the provision of the Coroner's Officers Service will be set from year to year based on a popbase formula (namely 50/50 taxbase/population) with year-end adjustments to reflect variances between forecast and actual work levels.

The charges for the provision of the remainder of the Coroner's Services will be set from year to year based on a formula agreed by the Finance Officers recognising the place of death, where the people have lived and population (equally weighted) or otherwise as agreed

6.2. Unless otherwise agreed by the Finance Officers the Other Parties shall pay the Host Authority a sum calculated in accordance with the provisions of Schedule 2 together with all disbursements incurred on their behalf by the Host Authority on the Payment Dates.

6.3. Not used

6.4 Within three months of the end of each Financial Year the Host Authority shall provide to each of the Other Parties details of the actual cost of the Service and any under or over payment as may have been made by each of the Other Parties shall be carried forward to the Other Parties credit or debit as the case may be to the next Payment Date PROVIDED THAT at the end of the Agreed Period any such underpayments shall be paid by the Other Parties to the Host Authority within 30 days of notice thereof and any overpayments made shall be reimbursed by the Host Authority to the Other Parties within 30 days of notice thereof.

6.5 Failure to make a payment on or before any of the Payment Dates shall incur an additional payment for each month or part of a month during which the payment is unpaid at a rate per annum equivalent to 2% above the base rate of the Host Authority's bank for the time being in force at the date upon which the payment first becomes overdue.

6.6 All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties and taxes.

6.7 Should any VAT or other duty or tax become due or payable in respect of such sums, it shall be payable in addition to such sums.

7. VARIATIONS TO THE SERVICE

7.1. Subject to Clause 7.2 below no variation to the Service shall be made by the Host Authority unless agreed by all of the Other Parties.

7.2. If a proposed variation is not agreed by all of the Other Parties it may nevertheless be made PROVIDED THAT:

7.2.1 it does not affect provision of the Service to any of the Parties not approving the variation;

7.2.2 those Parties agreeing to the variation shall bear any consequential cost equally or as otherwise agreed and the additional cost shall be added to the payments due from them under Clause 6 with effect from the next of the Payment Dates.

7.3. Subject to the provisions of Clause 7.2 the cost of any variations agreed by the Parties shall be added to the Approved Budget and an adjustment made to the payments due from the Other Parties under Clause 6 with effect from the next of the Payment Dates.

7.4 In the event of a variation being made in accordance with Clause 7.2 the costs of that variation shall continue to be met by those Parties agreeing the variation in accordance with the provisions of Clause 7.2.2 and such costs shall be shown separately in the accounts maintained by the Host Authority in relation to the Service. The provisions of Clause 4 shall be applied to these costs but only insofar as they affect the Parties who have agreed to the variation.

8. ASSIGNMENT AND SUB-CONTRACTING

- 8.1. The Host Authority may not assign all or any part of its obligations under this Agreement.
- 8.2. The Host Authority may not sub-contract all or any part of its obligations under this Agreement without the prior written consent of such of the Other Parties as are affected by such sub-contract.
- 8.3. For the avoidance of doubt it is agreed that provision of the following goods services and facilities by means of contracts with external contractors shall not be regarded as a breach of Clause 8.2.
 - 8.3.1 stationery;
 - 8.3.2 computer services;
 - 8.3.3 electric, gas, water and telephone services;
 - 8.3.4. supply of fuels;
 - 8.3.5 the engagement of pathologists, doctors, funeral directors and experts.

9. INDEMNITY AND INSURANCE

- 9.1. The Host Authority will indemnify the Other Parties against all actions, claims and losses in respect of personal injury (including injury resulting in death), loss of or damage to property caused or contributed to by the negligence of the Host Authority or its employees or agents. This indemnity shall apply to direct losses only.
- 9.2. The Host Authority will maintain such insurances as will be necessary to cover its liabilities under Clause 9.1 with a reputable insurance company with whom

the Host Authority places its insurance requirements in carrying out its statutory functions.

10. **DECISIONS**

10.1. Where any question arises concerning the operation of the Service which the Host Authority considers is outside the normal operation of the Service (other than questions arising in connection with the Approved Budget and variations) the Host Authority shall consult the Other Parties and shall take account of the results of such consultation before making any decision with regard to that question.

11. **REDEPLOYMENT OF STAFF**

11.1 In the event that the Service does not continue to be provided jointly at any time and without prejudice to the application of TUPE the Parties shall make every possible effort between them to redeploy where reasonably practicable the staff engaged to provide the Services to one or more of the Parties to posts engaged in the provision of the Service or similar service by the Parties provided that any such redeployment shall only occur with the consent of the member or members of staff concerned.

11.2. In the event of the staff or any of them being made redundant the terms on which such staff are made redundant shall be agreed between the Parties or a majority of them and all costs incurred shall be divided between the Local Authorities on the basis of the average of each of the Local Authorities' contributions to the Approved Budget

12. **MONITORING AND REVIEW**

12.1. The Host Authority shall keep adequate and comprehensive records relating to the provision of the Service and shall make such records available for inspection at reasonable times and on reasonable notice by any authorised officer employed by the Other Parties (in so far as such records apply to the area of the Party concerned) and where required to do so by law by a member of the public.

12.2. Not Used

12.3 Unless otherwise agreed, at intervals of not more than twelve months the Chief Officer of each of the Local Authorities will meet with the Nominated Contact Officer to review the working of the joint arrangement.

12.4. Unless otherwise agreed, in May and September of each Financial Year the Officers for all the Local Authorities will review the working of the joint arrangement to agree:

12.4..1 forecast work levels for the following financial year;

12.4.2 the resulting provisional annual charges to each of the Parties;

12.4.3 year-end adjustments for the preceding year;

12.4.4 any aspects of these joint arrangements which require consideration and review.

12.5 The Host Authority shall provide an Other Party with any other information reasonably required to monitor and review the performance of the Team.

13. **OMBUDSMAN**

13.1. If a complaint relating to the provision of the Service is made to one or more of the Local Authorities the Host Authority shall co-operate fully in dealing

with such a complaint and shall, in particular co-operate in responding to any enquiries or investigations by the Local Government Ombudsman.

- 13.2. Any findings or recommendations made by the Local Government Ombudsman shall be adhered to forthwith by the Host Authority provided that the cost incurred in so doing shall be borne by such one or more of the Local Authorities determined as responsible by the Local Government Ombudsman.

14. **INTELLECTUAL PROPERTY**

- 14.1. The Parties agree not to cause or permit anything which may damage or endanger the intellectual property of the Parties or any one of them or their respective titles to it or assist or allow others to do so.

15. **DISAGREEMENTS AND DISPUTES**

- 15.1. The Parties will act in good faith towards each other in relation to all matters arising under this Agreement and will do whatever is reasonably within their power to give effect to the spirit and intent of the Agreement. Disagreements and disputes will be resolved in accordance with the procedure set out at Appendix C.

16. **DEFAULT IN PERFORMANCE**

- 16.1. Where one or more of the Local Authorities (“the Party Concerned”) consider that the Proper Level of Competence has not been satisfied by the Host Authority in the provision of the Service, the Party Concerned and the Host Authority will attempt in good faith to resolve the issue promptly at a meeting held under Clause 12.2 and if the Party Concerned remains dissatisfied with the performance of the Service then its ***** Officer shall formally raise the matter in writing with the ***** of the Host Authority. The Host Authority will respond in writing within ten working days. If the Party Concerned is not satisfied with the response then its ***** Officer and the ***** Host Authority shall meet within a further ten working days at a mutually agreed time and place to try and resolve the issue. In the event that

a resolution is not agreed within five working days of the said meeting then the issue shall move to Stage One of the Dispute Resolution Process set out in Clause 16.2 below.

16.2. Stage One

If the issue has not been resolved under Clause 16.1 the *****Officer of the Party Concerned and ***** of the Host Authority shall refer the matter to their respective Chief Executives/Heads of Paid Service who shall have the authority to settle the dispute. The said *****Officer and *****shall within ten working days of the meeting referred to in Clause 16.1 prepare and exchange memoranda, stating the issues in dispute, their positions and summarising the negotiations which have taken place and attaching relevant documents. The Chief Executives/Heads of Paid Service of the relevant Parties will meet for negotiations within ten working days of receipt of the memoranda and documents referred to above at a mutually agreed time and place. If the matter has not been resolved within five working days of the meeting of the Chief Executives/heads of Paid Service, then dispute shall move to Stage Two of the Dispute Resolution Process set out in Clause 16.3 below.

16.3. Stage Two

- (a) Within ten working days of the meeting referred to in 16.2 above, either the Party Concerned or the Host Authority may serve Notice (“the Notice”) on the other that the matter shall be referred to the determination of an expert who shall be a Barrister with a minimum of ten years standing and with the relevant expertise in Social Services law. The Notice shall state the name of the expert nominated by the Party serving it and shall define the details of the dispute. For the avoidance of doubt, the expert shall not have previously worked with either the Host Authority, the Team or the Party Concerned. The relevant Party shall within five working days of receipt of the Notice, either agree the nominated expert or shall refer the nomination of the expert to the President of the Law Society. The relevant Party shall at the same time notify the other that they have referred the nomination to the President of the Law

Society and either agree the definition of the dispute or shall set out their definition.

- (b) When the expert has accepted the appointment the Party Concerned and the Host Authority shall within fifteen working days of confirmation of such acceptance, forward to the expert and one another their respective Statements of Case setting out the details of the dispute as defined in Clause 16.3(a) above and annexing all evidence they wish to rely on. Upon receipt of Statements of Case either Party shall have five working days to serve a reply but only insofar as it relates to matters not addressed within its own Statement of Case.
- (c) The expert shall within five working days of the end of the process in Clause 16.3(b) above, confirm to the Parties whether he will decide the matter on the papers before him or call a meeting with them to seek further clarification. The expert will then publish his decision which shall be binding on the Parties. The costs of the reference to the expert shall be payable as the expert determines in his absolute discretion.
- (d) If the decision of the Expert relates to the Host Authority's management of the Team or part of it and either:
 - (i) the Host Authority does not implement the decision to the reasonable satisfaction of the Party Concerned within four weeks, or
 - (ii) if the expert's decision relates to the performance of an individual within the Team and such performance does not improve within four weeks (or such other Period as the Expert may determine) and sustain such improvement

then the Party Concerned may serve Notice of Intended Withdrawal in accordance with Clause 17 below.

16.4 All time limits referred to in this Clause 17 may be extended by mutual agreement between the Party Concerned and the Host Authority.

17. TERMINATION

17.1 If the Host Authority should fail to comply with the requirements of Clause 16(d) above, or if there should be further repeated and serious failure to provide the Service to the Proper Level of Competence the Party Concerned may serve a Notice of Intended Withdrawal ("the Notice of Intended Withdrawal") stipulating:

- (a) either in what way the course of action determined under Clause 16 above has not been Properly implemented or what steps the Party Concerned acting reasonably considers necessary to improve the Service such that it achieves the Proper Level of Competence; and
- (b) a reasonable period of time within which action must be implemented. In assessing whether a period of time is reasonable there shall be taken into account any period of time which is reasonably necessary to comply with any appropriate disciplinary/competency procedures of the Host Authority, but the period shall not in any event extend beyond two calendar months from the date of the Notice of Intended Withdrawal was served.

17.2 If the action has not been fully implemented within the time specified in the Notice of Intended Withdrawal the Party Concerned may upon four weeks' written notice withdraw from this Agreement.

17.3 For the avoidance of doubt, it is agreed that if the Party Concerned withdraws from this Agreement the Other Parties remaining shall not be responsible for any additional costs of the Host Authority in providing the Service and the Host Authority shall not be responsible for any additional costs incurred by the Party Concerned in Providing its part of the Service through other means.

17.4 None of the Parties to this Agreement shall use the provisions of this Clause vexatiously or frivolously or so as to withdraw unreasonably from this Agreement.

18. **ADDITIONAL COSTS**

18.1. If the Host Authority should wilfully totally or largely fail to provide the Service to a Party during any period (but allowing for de minimis periods when members of the Team may be temporarily unavailable) that Other Party may give notice to the Host Authority to resume provision of the Service forthwith and if the Host Authority should fail to comply with such notice the Other Party may make alternative arrangements for core services which should be undertaken by the Team until the Host Authority shall resume provision of the Service and the Host Authority shall be liable for any expenditure reasonably so incurred by the Other Party in excess of the amount which it would have had to pay for the Service under the terms of the Agreement.

THE SCHEDULE

Part 1A

THE RELEVANT EMPLOYEES AS AT 01 JUNE 2010

Paul Cadman	Bracknell Police Station
Janine Prunty	Wexham Park Hospital or Langley Police Station
Maureen Donnison	Royal Berkshire Hospital or Reading Police Station
Tracy Williams	Royal Berkshire Hospital or Reading Police Station
Tracy Lockett	Royal Berkshire Hospital or Reading Police Station
Paul Beecroft	Newbury Police Station

(In addition there are as at the date of this Agreement two vacant posts)

PART 1B

THE RELEVANT EMPLOYEES AS AT 01 NOVEMBER 2011

Tracy Lockett	Royal Berkshire Hospital, Reading
Paul Beecroft	Royal Berkshire Hospital, Reading
Temporary member of staff	Royal Berkshire Hospital, Reading
Annabelle Curtis	Bracknell Police Station
Paul Cadman	Bracknell Police Station
Janine Prunty	Wexham Park Hospital, Slough
Anna Soylemezli	Wexham Park Hospital, Slough

PART 2
THE SERVICES

“The Services”

A. Host Authority’s Responsibilities

The Host Authority is responsible for providing the Berkshire Coroner with sufficient coroner’s officers and associated facilities in accordance with the Coroners and Justice Act 2009 and providing services across Berkshire to the Berkshire Coroner including:-

1. tendering and managing the contract for removal of bodies
2. arranging suitable facilities for the storage of bodies and post mortem facilities in conjunction with the local health authorities
3. paying for post mortems specialist pathology and other analytical tests
4. Providing accommodation for the Coroner his Secretary and Officers
5. appointing and paying Deputy and Assistant Deputy Coroners
6. Remunerating jurors and witnesses who attend inquests
7. providing suitable facilities for inquests to take place

B. Services provided by Coroner’s Officers

Assisting and supporting the Coroner in performing his duties investigating violent, unnatural or sudden deaths of unknown cause and deaths in custody that are reported to him including :-

- a. Enquiring into all cases where bodies are repatriated to the jurisdiction or where there is a request to remove a body to or from England and Wales.
- b. Collating and assembling evidence, statements or information from any person who has knowledge relevant to a death.
- c. Gathering evidence to establish the identity of the deceased and ensuring that personal property is properly secured and stored.
- d. Ensuring the removal of bodies on authority of HM Coroner, so that post mortem examinations can be undertaken and liaising closely with consultant pathologists and their staff.
- e. Gathering information for the Coroner and attending post mortem examinations as directed by the Coroner. Ensuring pathological specimens,

samples, medication and other suspect substances, as well as forensic articles associated with the death are preserved and analysed as necessary.

- f. To inform and provide guidance to other officially interested persons and other agencies as appropriate.
- g. Arranging, supervising and attending all inquests including summoning and warning witnesses and acting as usher on behalf of HM Coroner to ensure the efficient business of the court.
- h. Collating and recording evidence of witnesses including doctors, consultants, pathologists, police officers, registrars, undertakers, solicitors, insurance companies and other professional bodies to ensure correct procedures are followed so that both medical and legal requirements are met. Producing witness lists and evidence bundles for dissemination to interested parties.
- i. Ensuring adequate information is provided to the Coroner to facilitate the release of the body to the person legally entitled and liaising with families regarding causes of death and providing post trauma advice as required.
- j. Providing a full clerical and investigative service of behalf of HM Coroner in respect of enquiries into Treasure Trove including the organisation of inquests.

SCHEDULE 2

Coroners Main Budget

	2008/9	2009/10	2010/11	2011/12	2012/13*
Gross Expenditure	986200	907400	895900	886400	875900
LA Apportionment					
Bracknell	96900	82600	80600	81600	80700
West Berkshire	93900	102400	112600	114000	112700
Slough	137100	149400	141500	143300	141700
RBWM	142100	139400	124400	125900	124500
Wokingham	135200	127700	121900	123400	122000
Reading	380800	304900	314200	298200	294200

Coroner's Officers' Budget

	2010/11	2011/12	2012/13	2013/14	2014/15*
Gross Expenditure	228500	281400	284600	290900	297100
TVP Parachute Payment	226900	204200	136200	68200	0
Total Cost to LAs	1600	77200	148400	222700	297100
Cost Per LA		13124	25228	37859	50507

IN WITNESS whereof the parties have caused their respective Common Seals to be hereunto affixed the day and year first before written:

THE COMMON SEAL of)
)
THAMES VALLEY POLICE AUTHORITY)
)
was hereunto affixed in the)
)
Presence of:-)

Authorised Signatory

THE COMMON SEAL of)
)
BRACKNELL FOREST BOROUGH COUNCIL)
)
was hereunto affixed in the)
)
Presence of:-)

Authorised Signatory

THE COMMON SEAL of)
)
READING BOROUGH COUNCIL)
)
was hereunto affixed in the)
)
Presence of:—)

Authorised Signatory

THE COMMON SEAL of ROYAL)
)
BOROUGH OF WINDSOR & MAIDENHEAD)
)
was hereunto affixed in the)
)
Presence of:-)

Authorised Signatory

THE COMMON SEAL of)
)
SLOUGH BOROUGH COUNCIL)
)
was hereunto affixed in the)
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Presence of:-)

Authorised Signatory

THE COMMON SEAL of)
)
WEST BERKSHIRE DISTRICT COUNCIL)

was hereunto affixed in the)
Presence of:-)
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Authorised Signatory

THE COMMON SEAL of)
WOKINGHAM BOROUGH COUNCIL)
was hereunto affixed in the)
Presence of:-)
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Authorised Signatory