

Appendix 1

Section	Suggested Change	Reason for Change
Cover Page p.1	Agreement with Erewash Borough Council Establishing The Joint Committee for Bramcote crematorium Bereavement Services	To reflect the change of name of the Service.
(1) p.2	THIS DEED OF AGREEMENT is made the day of Two Thousand and Twenty Four	Removal of the unnecessary word 'deed' and provide the correct date.
1. p.2	Bereavement Services at Bramcote Crematorium	'Crematorium' inserted to define what the Services relate to
1.1 p.2	"Bereavement Services" the Services related to the provision, maintenance and management of Bramcote Crematorium	Inserted for clarification
1.1 p.3	"Clerk" the person appointed by virtue of paragraph 16.1 to carry out certain duties allocated by this Agreement or one of the Clerk's nominated deputies in the case of absence or illness	For reasons of contingency
1.1 p.3	"Monitoring Officer" Broxtowe's Monitoring Officer being the person designated under Section 5 of the Local Government and Housing Act 1989 or one of the Monitoring Officer's nominated deputies in the case of absence or illness	For reasons of contingency
1.1 p.4	Addition of: "Treasurer" the person appointed by virtue of paragraph 16.1 to carry out certain duties allocated by this Agreement or one of the Treasurer's nominated deputies in the case of absence or illness	For reasons of contingency
3 p.6	Addition of Bereavement Services	
9 p.8	<u>Voting</u> Every motion or question at a meeting of the Joint Committee shall be decided by a majority vote	To include motions for debate.

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10.1 and 10.4 p.9	Minutes The Clerk to the Joint Committee	For reasons of clarification
13.1 p.9	If the Joint Committee shall at any time determine require to that incur capital expenditure shall be incurred for	To clarify financial roles
13.1.3 p.10	unless the Joint Committee shall in their discretion decide to delay defray such expenditure out of revenue	To clarify financial roles
14.1 p.10	All expenses incurred by the Joint Committee out of income arising out of the provision of the Bereavement Services in any financial year shall be borne equally by the Authorities	To clarify financial roles
14.2 p.10	the Joint Committee might may estimate as half of the expected deficit incurred in connection with the provision of the Bereavement Services for that financial year	To clarify financial roles
14.3 p.10	As soon as possible after the end of any financial year the Joint Committee shall calculate the exact amount of net revenue and net expenditure in connection with the provision of the Bereavement Services for the preceding financial year and shall make the appropriate adjustment of in relation to the payments already made to the Joint Committee by each Authority	To clarify financial roles
14.4 p.10	The Joint Committee may use or carry forward part or all of any profit or surplus arising out of the provision of the Bereavement Services made in any financial year for the purpose of	To clarify financial roles
16.3 p.11	The functions Joint Committee shall delegate the provision of the Bereavement Services to be dealt with by Broxtowe Officers in accordance with the attached Schedule.	Rewording
19. p.12	<u>Termination</u> If either of the Authorities wish to terminate this Agreement they shall be required to give to the other authority not less than 24 months' notice to expire [at any time/on 31 March in any year]	Clarification of the termination of the Agreement.

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20. p.12	<u>Variation</u> No variation of this Agreement shall be effective unless it is in writing and signed by the authorised representatives of the parties.	Clarification of the variation of the Agreement.
21 p.12	<u>Arbitration</u> Any dispute between the Authorities under or arising out of this Agreement shall be referred to a single arbitrator to be agreed upon by the Authorities or in default of Agreement to be nominated by the Secretary of State for Communities and Local Government or such other Government Minister as shall be appropriate in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof of them for the time being in force	To reference the year of the Act.
22 p.12	<u>Complaints</u> Any complaint received by the Joint Committee or either or both of the Authorities relating to the Bereavement Services or any Officer of the Authority employed thereat or to the performance of functions under arising out of the provision of the Bereavement Services this Agreement shall be dealt with in the first instance in accordance with Broxtowe's formal complaints procedure and if the complaint is not resolved as a result of that process. or if a complaint is received from the Local Government Ombudsman by the Monitoring Officer	Updates to the term 'Bereavement Services' To reflect the current complaints procedure.
24 p.12	General The Contracts (Rights of Third Parties Authorities) Act 1999 shall not apply to this Agreement	
Schedule p.14	Various updates to post titles	