



## Central Durham Crematorium Joint Committee

**Date**        **Wednesday 26 September 2012**  
**Time**        **5.30 pm**  
**Venue**       **Committee Room 1A - County Hall, Durham**

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### Business

#### Part A

1. Minutes of the meeting held 27 June 2012. (Pages 1 - 8)
2. Declarations of Interest, if any.
3. External Auditor's Report: (Pages 9 - 12)  
Small Bodies Annual Return 2011/12.
4. Adoption of New Code of Conduct for Councillors: (Pages 13 - 24)  
Report of the Clerk to the Joint Committee.
5. Review of Terms of Reference: (Pages 25 - 40)  
Report of the Clerk to the Joint Committee.
6. Report of the Superintendent and Registrar. (Pages 41 - 52)
7. Financial Monitoring Report - Spend to 31/08/12 and Projected Outturn to 31/03/13: (Pages 53 - 58)  
Joint Report of Corporate Director of Neighbourhood Services and the Corporate Director of Resources / Treasurer to the Joint Committee.
8. Risk Register Update 2012/13: (Pages 59 - 72)  
Joint Report of Corporate Director of Neighbourhood Services and the Corporate Director of Resources / Treasurer to the Joint Committee.
9. Such other business as, in the opinion of the Chair of the meeting, is of sufficient urgency to warrant consideration.

**Sharon Spence**  
Clerk to the Joint Committee

County Hall  
Durham  
18 September 2012

To: **The Members of the Central Durham Crematorium Joint Committee**

Durham County Council: M Plews (Chair), J Blakey, J Chaplow,  
N Foster, G Holland, D Stoker and  
M Williams

Spennymoor Town Council: J Marr (Vice-Chair), JV Graham and  
JL Wood

**DURHAM COUNTY COUNCIL**

**CENTRAL DURHAM CREMATORIUM JOINT COMMITTEE**

At a Meeting of **Central Durham Crematorium Joint Committee** held in **Spennymoor Town Council, Town Hall, Spennymoor** on **Wednesday 27 June 2012 at 5.30 pm**

**Present:**

**Councillor J Marr (Chair)**

**Durham County Council:**

Councillors J Chaplow, N Foster, K Thompson and M Williams

**Spennymoor Town Council:**

Town Councillor JV Graham

**Apologies:**

Apologies for absence were received from M Plews, J Blakey, G Holland, D Stoker and JL Wood

**A1 Membership of the Joint Committee**

The Clerk to the Joint Committee, Sharon Spence, opened the meeting and asked Members to note the change to the membership of the Joint Committee, with Councillor Amanda Hopgood being replaced by Councillor Kevin Thompson as a Durham County Council representative.

**A2 Appointment of a Chair**

The Clerk to the Joint Committee asked for any nominations for Chair to the Joint Committee for the ensuing year. Councillor J Marr noted that the Constitution for the Joint Committee set out the wherever possible the Chairmanship and Vice-Chairmanship should alternate between the two constituent Authorities making up the Joint Committee. Accordingly, Councillor J Marr proposed Councillor M Plews for the position of Chair to the Joint Committee for the ensuing year and Councillor JV Graham seconded the proposal. No further proposals were made.

**Resolved:**

That by unanimous agreement, Councillor M Plews be appointed Chair for the ensuing year.

### **A3 Appointment of a Vice-Chair**

The Chair asked for any nominations for Vice-Chair to the Joint Committee for the ensuing year.

Councillor M Williams proposed Councillor J Marr for the position of Vice-Chair to the Joint Committee for the ensuing year and Councillor JV Graham seconded the proposal. No further proposals were made.

#### **Resolved:**

That by unanimous agreement, Councillor J Marr be appointed Vice-Chair for the ensuing year.

#### **COUNCILLOR J Marr** in the Chair

The Vice-Chair noted the thanks of the Joint Committee for the contribution of Councillor A Hopgood and welcomed Councillor K Thompson as a new Member of the Joint Committee representing Durham County Council.

### **A4 Minutes**

The Minutes of the Meeting held on 25 April 2012 were confirmed as a correct record and were signed and initialled by the Chair.

Councillor JV Graham asked whether the vacant Crematorium Gardener / Technician post had been filled. The Superintendent and Registrar, Alan José noted that more detail was contained within his report; however, the post had been filled and the new member of staff was settling in.

### **A5 Declarations of Interest**

There were no Declarations of Interest.

### **A6 Report of the Superintendent and Registrar**

The Superintendent and Registrar asked Members to note the performance figures from April 2012 to May 2012 and the comparison to the same period for 2011, highlighting that there was a net increase of 11 cremations, 365 with 124 from Durham and 241 from outside of the area.

Members also noted that the number of memorials sold had decreased slightly in comparison to the same period the previous year, with sales being approximately £2,000 less.

The Joint Committee were reminded that the vacancy for the Crematorium Gardener / Technician post had been filled with the new member of staff, Mr Lewis Baines, taking up the role on 14 May 2012.

The Superintendent and Registrar explained that Mr Stephen Tinkler was presented with a watch and a certificate recognising his 25 years in service at the Crematorium by Councillor J Marr on behalf of the Joint Committee.

Members were updated as regards the process of Job Evaluation as part of the implementation of new pay and grading structures linked to Single Status. Councillors noted that staff who wished to appeal the job evaluation outcome; they could do so within 25 days from receipt of their notification letter.

The Superintendent and Registrar noted that Lynne Lawton was presented with a token of recognition of her helpfulness by Funeralcare North East and that Ian Ramsay had now passed the final module of the Institute of Cemetery and Crematorium Management Diploma and would be presented with his Diploma Certificate by the President of the Institute in October. Members were referred to Appendix 5 to the report which contained a selection of some of many letters of thanks from users of the Crematorium citing the excellent levels of service.

The Joint Committee noted that the latest Cremator Replacement and Crematoria Redevelopment Project Update, Number 9, had been circulated to Members via e-mail and hardcopies were made available at the meeting.

The Superintendent and Registrar noted with some regret that there had been a further two thefts from the construction compound at the Crematorium, with several padlocks being broken and damage to the doors and frame to the Plant Room. Members learned that electrical components belonging to Norstead Limited, scaffolding belonging to IFZW and an amount of scrap metal had been stolen. It was added that the Police had made extensive enquires, however, so far they had not been able to trace the culprits. Members were reassured that the compound area was now free of any materials of value and the padlocks had been replaced with superior items.

The Superintendent and Registrar explained that Durham County Council's Health and Safety Officer, together with colleagues from the County Durham and Darlington Fire and Rescue Authority carried out a review of the Fire Safety Risk Policy and made several recommendations including changes to the fire safety curtain behind the catafalque door and a requirement for a new fire alarm panel and slave panel to be sited next to the main doors to the building. It was noted that the cost of which would be charged to the revenue budget, with sums being drawn from the major works reserves if not covered by corresponding under spends elsewhere during the year. Members also noted that water heaters in the public toilets required replacement in order to comply with health and safety regarding Legionella, with the sum being met from the maintenance budget.

The Joint Committee also noted that upon receipt of a complaint from a member of the public as regards the disabled toilets, advice was sought to ensure the facility met with requirements. Members noted that estimates were being sought for the works and the cost met by the maintenance budget. Councillors were reminded that during the 15 months of the major works taking place, very few complaints of any sort had been received.

The Superintendent and Registrar explained that a number of Funeral Directors and members of the Clergy had noted the improvements to facilities, such as toilets, private vestry and room containing the Book of Remembrance.

In addition, a Funeral Director from the area (Stuart Wright) had written to the Superintendent and Registrar in this regard and a response was given, both set out within the agenda papers. Members noted that the main points related to the relatively small size of the Chapel, the position of the Book of Remembrance, the height of the entrance doors, the old Chapel of Rest being used as a possible overflow from the main Chapel subject to removal of the existing doors and improvements to the toilet facilities. The Joint Committee were informed that in order to best determine the requirements of users of the Crematorium, a survey of the existing facilities would be carried out at the opening of the new Crematory in September. Members noted that Funeral Directors, Clergy and Funeral Celebrants would be able to give their views as regards improvements and feed into an updated Asset Management Plan to be brought back to Members at a future meeting.

The Superintendent and Registrar added that Durham County Council Solicitor, Sarah Grigor was still working with the Financial Services Authority (FSA) as regards the Pre-Payment Bond scheme, the scheme currently remaining unimplemented.

Councillors noted that as previously agreed by the Joint Committee, a Feasibility Study would be undertaken as regards Green Energy and a Project Team, including experts in this field, would be formed in August/September 2012 to explore the possibilities that may allow further use of the waste heat, with an interim report to come back to the Joint Committee in January 2013.

The Chair thanked the Superintendent and Registrar and asked Members if they had any questions.

Councillor J Graham asked whether any future improvements that were proposed would be subject to a formal Tender or would be carried out by the County Council's Direct Services. The Superintendent and Registrar noted that indicative costs would be sought in the first instance then reported back to the Joint Committee for Members to then decide upon. Councillor N Foster noted that works would be carried out in the most cost effective method, concurred with the comments made by the Funeral Directors as regards the room containing the Book of Remembrance and added that it may be worth looking at proposals of green energy after the new cremators have been operating for a year. The Superintendent and Registrar noted a single cremator generated sufficient heat to be used by the Crematorium and Members would be presented with options for the use of the additional heat at a future meeting.

The Chair added that, at various conferences, he and the Superintendent and Registrar had witnessed demonstrations of electronic Books of Remembrance, some with swipe card technology.

Councillor J Graham noted that Appendix 2 to the Superintendent and Registrar's report still did not separate out the "Durham" and "Spennymoor" figures. The Superintendent and Registrar noted that this was the case, with the figures having been recorded for that period such that they were reported together.

It was added that now figures were recorded separately and the appropriate figures to be given for the period June 2012 onwards.

**Resolved:**

That the update report be noted.

**A7 Forward Plan 2012/13**

The Principal Accountant, Durham County Council, Joanne McMahon referred Members to the report within the agenda papers outlining a proposed Forward Plan of meetings for the Joint Committee for the 2012/13 cycle (for copy see file of minutes).

**Resolved:**

That the Forward Plan be approved.

**A8 Review of the Terms of Reference for the Joint Committee**

The Clerk to the Central Durham Crematorium Joint Committee referred Members to the report within the agenda papers outlining a proposed revised and updated Constitution for the Central Durham Crematorium Joint Committee (for copy see file of minutes).

Members were reminded that following audit reviews it was recommended that the Joint Committee undertake a review and update its Terms of Reference.

The Joint Committee noted that there was additional information setting out the terms used within the document; representation of each of the constituent Authorities, with any Member only representing the Authority which appoints them first; the Chair and Vice Chair alternating between the constituent Authorities annually wherever possible; quorum; setting out that substitutes were not permitted; and further notes regarding voting.

The Clerk to the Central Durham Crematorium Joint Committee explained that the draft was for Members to consider and comment upon prior to the final draft going to each of the constituent Authorities for ratification.

Councillor J Graham referred to paragraph 13 within the draft document and asked as regards what was meant by "silent". The Clerk to the Central Durham Crematorium Joint Committee explained that this referred to where the new draft document did not explicitly set out a procedure; the principal Authority's procedure rules would be followed.

The Clerk to Spennymoor Town Council, Pauline Waterson noted that as regards the proposals within the draft document, there were no major issues other than paragraph 13. The Clerk to the Spennymoor Town Council noted the reason being the reference to Durham County Council's Constitution when not set out explicitly in the document for the Joint Committee. The Clerk to Spennymoor Town Council added that this had implications as regards the awarding on contracts as per the County Council's contract procedure rules, for example awarding contracts for civil engineering works to the County Council's Direct Services and, accordingly, she would be advising Spennymoor Town Council of some changes to the draft document that they may wish to consider.

Councillor N Foster added that he could not envisage a situation such that paragraph 13 would need to be used, however, the issue as regards Direct Services being awarded the contract for civil engineering works was discussed and agreed by the Joint Committee. The Chair noted that the Clerk to Spennymoor Town Council was looking from the perspective of protecting the Town Council's position and that each Authority would have a chance to look at the draft document in due course.

Councillor M Williams asked why the notice for termination of the agreement by either party was a year. The Clerk to the Central Durham Crematorium Joint Committee noted that this was already within the existing agreement and was standard for this type of joint arrangement.

The Superintendent and Registrar added that changes in regulations meant that there would need to be a slight amendment to paragraph 15 to refer to the latest legislation, namely The Cremation (England and Wales) Regulations 2008.

**Resolved:**

- (i) That the draft Agreement be noted.
- (ii) That the draft Agreement be considered by each of the constituent Authorities and a Final Draft come back to the Joint Committee in due course.

**A9 Internal Audit Report - Asset Register**

The Principal Accountant referred Members to the report within the agenda papers outlining the Internal Audit Report - Asset Register for Durham Crematorium (for copy see file of minutes).

The Joint Committee noted that last year, the Auditors, BDO had asked for an Asset Register for the Crematorium and this was prepared and checked against the Crematorium itself and the register was confirmed as a true reflection of the assets held by the Crematorium.

**Resolved:**

That the Internal Audit Briefing Note regarding the Asset Register be noted.

## **A10 2011/12 Annual Governance Statement**

The Principal Accountant referred Members to the report within the agenda papers setting out the 2011/22 Annual Governance Statement (AGS) for Durham Crematorium as part of the Small Bodies Return (for copy see file of minutes). It was added that further information additional to the previous year related to:

- Identifying and communicating Central Durham Crematorium Joint Committee's vision of its purpose and intended outcomes for citizens and service users.
- Reviewing Central Durham Crematorium Joint Committee's vision and its implication for its governance arrangements.
- Reviewing and updating financial instructions and supporting procedure notes/manuals, which clearly define how decisions are taken and the processes and controls required in managing risks.
- Conforming with the governance requirements of the CIPFA Statement on the role of the Chief Finance Officer.

The Joint Committee were asked to note that substantial assurance had been provided from the Annual Governance Statement.

### **Resolved:**

That the Annual Governance Statement for consideration within the Statement of Accounts and Annual Return, be approved.

## **A11 Revenue Outturn & Statement of Accounts for the Year Ended 31 March 2012**

The Principal Accountant referred Members to the report within the agenda papers setting out the Revenue Outturn and Statement of Account for the Year ended 31 March 2012 (for copy see file of minutes).

The Joint Committee were asked to note that the Annual Return and Statement of Accounts had been prepared in accordance with CIPFA requirement and Code of Practice.

Members learned that against the prudent revenue budget, there had been an increase of £77,546 in revenue and that, as previously agreed, this would go into the Major Works Reserves.

It was explained that there was a slight revision to paragraph 1.28 "Major Capital Works Reserve", an additional sentence to read:

"Additional surplus transfers will continue into the Major Capital Works Reserve, until its balance totals £1.0m, following which the Joint Committee will undertake a further review of its policy".

The Joint Committee noted the significant variances as set out within the report and was updated as regards the Cremator Replacement and Redevelopment Project, which was on budget.

**Resolved:**

- (i) That the April 2011 to March 2012 Income and Expenditure within the Revenue Financial Monitoring Report and subsequent year balance of reserves be noted.
- (ii) That the proposed treatment of reserves, including the addition at paragraph 1.28 of the Notes to the Financial Statements within the Statement of Accounts be approved.
- (iii) That the Annual Return and Statement of Accounts for the year ended 31 March 2012 be approved.
- (iv) That the Chair and Treasurer sign the Annual Return and Statement of Accounts.

**A12 2011/12 Small Bodies Return**

The Principal Accountant referred Members to the final report within the agenda papers setting out the Small Bodies Return for the year ended 31 March 2012 (for copy see file of minutes).

The Joint Committee were asked to note that the Annual Return, Statement of Accounts and Annual Governance Statement fed into the Small Bodies Return and that the Chair would need to sign the Small Bodies Return on behalf of the Joint Committee and the Return would need to be submitted to the Auditors, BDO.

Councillor J Graham asked whether the reserve amount was generating interest. The Principal Accountant noted that interest was generated and was reinvested into the reserve.

**Resolved:**

- (i) That the Small Bodies Return be noted.
- (ii) That the Chair sign the Small Bodies Return on behalf of the Committee and the Small Bodies Return be submitted to the Auditor, BDO.

Mr D McLure  
County Hall  
DURHAM  
County Durham  
DH1 5UE

12 September 2012

Dear Mr McLure

**Central Durham Crematorium Joint Committee - Audit for the year ended 31 March 2012**

We have now completed the above audit. Please find enclosed the following documents;

- Fee Note
- Notice of Conclusion of Audit
- Notes regarding the advertisement of the Conclusion of the Audit
- Date selection form for 2012/13
- Contact details
- Survey 2011/12
- Annual Return

There were no matters which came to our attention which required the issuing of a separate additional issues arising report.

The enclosed annual return should be presented to the council/body/board, now that our audit opinion has been given, and a minute should be made to show that the annual return has been approved and accepted by the council/body/board. The annual return and notice of conclusion of audit should then be displayed in a conspicuous place(s) for 14 days.

If you have any questions please contact Louise Nyland in the first instance.

Yours sincerely

Paul Bricknell  
For and on behalf of BDO LLP

Enc.





### Section 4 – Annual internal audit report to

CENTRAL DURHAM CREMATORIUM JOINT COMMITTEE

The body's internal audit, acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with relevant procedures and controls expected to be in operation during the financial year ended 31 March 2012.

Internal audit has been carried out in accordance with the body's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of the body.

Internal control objective	Agreed? Please choose from one of the following	
	Yes	No
A Appropriate accounting records have been kept properly throughout the year.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B The body's financial regulations have been met, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C The body assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D The annual taxation or levy or funding requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F Petty cash payments were properly supported by receipts, all expenditure was approved and VAT appropriately accounted for.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G Salaries to employees and allowances to members were paid in accordance with body approvals, and PAYE and NI requirements were properly applied.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
H Asset and investments registers were complete and accurate and properly maintained.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I Periodic and year-end bank account reconciliations were properly carried out.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
J Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, were supported by an adequate audit trail from underlying records, and, where appropriate, debtors and creditors were properly recorded.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

For any other risk areas identified by the body (list any other risk areas below or on separate sheets if needed) adequate controls existed:

Print name of person who carried out the internal audit: AVEL WALKER

Signature of person who carried out the internal audit:

Date: 22.06.12

"Note: If the response is 'no' please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

"Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned, or, if coverage is not required, internal audit must explain why not (add separate sheets if needed).

### Section 1 – Accounting statements for:

CENTRAL DURHAM CREMATORIUM JOINT COMMITTEE

Enter name of reporting body here:

	Year ending		Notes and guidance
	31 March 2011 £	31 March 2012 £	
1 Balances brought forward	1,137,276	1,138,144	Total balances and reserves at the beginning of the year as recorded in the body's financial records. Value must agree to Box 7 of previous year.
2 (+) Income from local taxation and/or levy	0	0	Total amount of local tax and/or levy received or receivable in the year including funding from a sponsoring body.
3 (+) Total other receipts	1,183,276	1,172,748	Total income or receipts as recorded in the cashbook less income from taxation and/or levy (line 2). Include any grants received here.
4 (-) Staff costs	(204,354)	(200,164)	Total expenditure or payments made to and on behalf of all body employees. Include salaries and wages, PAYE and NI (employees and employers), pension contributions and employment expenses.
5 (-) Loan interest/capital repayments	0	(213,737)	Total expenditure or payments of capital and interest made during the year on the body's borrowings (if any).
6 (-) All other payments	(167,504)	(125,019)	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7 (=) Balances carried forward	1,438,164	982,041	Total balances and reserves at the end of the year. Must equal (1+2+3) – (4+5+6)
8 Total cash and short term investments	1,334,271	869,807	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – to agree with bank reconciliation.
9 Total fixed assets and long term assets	591,719	2,480,918	The recorded book value at 31 March of all fixed assets owned by the body and any other long term assets e.g. loans to third parties and any long-term investments.
10 Total borrowings	0	1,645,988	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

I certify that for the year ended 31 March 2012 the accounting statements in this annual return present fairly the financial position of the body and its income and expenditure, or property present receipts and payments, as the case may be.

Signed by Responsible Financial Officer:

I confirm that these accounting statements were approved by the body on:

27.06.2012

and recorded as minute reference:

MINUTE REFERENCE A12

Signed by Chair of meeting approving these accounting statements: A

Date 27/6/2012

## Section 2 – Annual governance statement

We acknowledge as the members of CENTRAL DURHAM CEMENTATORIUM Joint Committee our responsibility for ensuring that there is a sound system of internal control, including the preparation of the accounting statements. We confirm, to the best of our knowledge and belief, with respect to the accounting statements for the year ended 31 March 2012, that:

	Agreed –		Yes <sup>1</sup> means that the body:
	Yes	No	
1 We approved the accounting statements prepared in accordance with the requirements of the Accounts and Audit Regulations and proper practices.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	prepared its accounting statements in the way prescribed by law.
2 We maintained an adequate system of internal control, including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.
3 We taken all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and codes of practice that could have a significant financial effect on the ability of the body to conduct its business or on its finances.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	has only done things that it has the legal power to do and has conformed to codes of practice and standards in the way it has done so.
4 We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	during the year has given all persons interested the opportunity to inspect and ask questions about the body's accounts.
5 We carried out an assessment of the risks facing the body and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	considered the financial and other risks it faces and has dealt with them properly.
6 We maintained throughout the year an adequate and effective system of internal audit of the body's accounting records and control systems.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of the body.
7 We took appropriate action on all matters raised in reports from internal and external audit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	responded to matters brought to its attention by internal and external audit.
8 We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on the body and where appropriate have included them in the accounting statements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	disclosed everything it should have about its business activity during the year including events taking place after the year-end if relevant.

This annual governance statement is approved by the body and recorded as minute reference

MINUTE REFERENCE AID  
dated 27.06.2012

Signed by:  
Chair, dated 27.6.2012  
Signed by: [Signature]  
Clerk, dated 27.6.2012

<sup>1</sup>Note: Please provide explanations to the external auditor on a separate sheet for each 'No' response. Describe how the body will address the weaknesses identified.

## Section 3 – External auditor's certificate and opinion

### Certificate

We certify that we have completed the audit of the annual return for the year ended 31 March 2012 of: Central Durham Cementarium Joint Committee

### Respective responsibilities of the body and the auditor

The body is responsible for ensuring that its financial management is adequate and effective and that it has a sound system of internal control. The body prepares an annual return in accordance with proper practices which:

- summarises the accounting records for the year ended 31 March 2012; and
  - confirms and provides assurance on those matters that are important to our audit responsibilities.
- Our responsibility is to conduct an audit in accordance with guidance issued by the Audit Commission and, on the basis of our review of the annual return and supporting information, to report whether any matters that come to our attention give cause for concern that relevant legislation and regulatory requirements have not been met.

### External auditor's report

(Except for the matters reported below<sup>1</sup> on the basis of our review, in our opinion the information in the annual return is in accordance with proper practices and no matters have come to our attention giving cause for concern that relevant legislation and regulatory requirements have not been met. (~~delete as appropriate~~).

(continue on a separate sheet if required)

Other matters not affecting our opinion which we draw to the attention of the body:

(continue on a separate sheet if required)

External auditor's signature [Signature]  
External auditor's name BDO LLP Southampton Date 4/9/12  
United Kingdom

<sup>1</sup>Note: The auditor signing this page has been appointed by the Audit Commission and is reporting to you that they have carried out and completed all the work that is required of them by law. For further information please refer to the Audit Commission's publication entitled 'Statement of Responsibilities of Auditors and of Audited Small Bodies'.

**Central Durham Crematorium  
Joint Committee**

**26 September 2012**

**Adoption of New Code of  
Conduct for Councillors**



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**Report of Sharon Spence, Clerk to the Joint Committee**

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**Purpose of the Report**

1. To recommend the Central Durham Crematorium Joint Committee to agree the adoption of a new Code of Conduct.

**Background**

2. Members will recall that following the recommendations made by the External Auditor in their Annual Audit Letter 2009/10, the following considerations/ recommendations were also made by the Treasurer to the Joint Committee based upon findings of the External Audit within a Progress Update Report considered by the Joint Committee at its meeting held on 26 January 2011:
  - R4: Adoption of the Lead Authority Member Code of Conduct by all Members of the Central Durham Crematorium Joint Committee.
  - R5: Requirement for a separate “Declaration of Interests” return to be completed by all Members of the Joint Committee on an annual basis.

These recommendations were agreed by the Joint Committee at its meeting held on 26 January 2011 and these points were formally incorporated into the Annual Governance Statement 2010/11 (Section 3 – Governance Framework), agreed by the Joint Committee at its meeting held on 29 June 2011.

3. On 25 July 2012, Durham County Council (DCC) adopted a new Code of Conduct which incorporated the new statutory requirements on Disclosable Pecuniary Interests following changes introduced under the Localism Act 2011.
4. Following the adoption of the new Code by the Lead Authority, it is therefore now necessary for the Joint Committee to adopt the same. In addition, each member is required under the new code to complete a Notification of Pecuniary or Other Interests form. Forms were circulated in hard copy to the Members of the Joint Committee, 9 August 2012.

## **Recommendations**

5. (i) That the Joint Committee adopt the Code of Conduct for Councillors annexed to this report as Appendix 2.
- (ii) That all Members of the Joint Committee complete a copy of the Notification of Pecuniary and Other Interests form and return to the Clerk (circulated to members 9 August 2012).

## **Background Papers**

- Annual Audit Letter 2009/10 – meeting of Central Durham Crematorium Joint Committee (CDCJC), 26 January 2011.
- Annual Governance Report and Annual Audit Letter, Progress Report – Report of the Treasurer to the Joint Committee – meeting of CDCJC, 26 January 2011.
- Annual Governance Statement 2010/11 – Report of the Treasurer to the Joint Committee – meeting of CDCJC, 29 June 2011.
- Adoption of New Code of Conduct for Councillors – Report of Head of Legal and Democratic Services and Monitoring Officer – meeting of Council, DCC, 25 July 2012.

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## **Appendix 1: Implications**

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**Finance** - Not directly in the report

**Staffing** - Not directly in the report

**Risk** - Not directly in the report

**Equality and Diversity** - Not directly in the report

**Accommodation** - Not directly in the report

**Crime and Disorder** - Not directly in the report

**Human Rights** - Not directly in the report

**Consultation** - Not directly in the report

**Procurement** - Not directly in the report

**Disability Discrimination Act** - Not directly in the report

**Legal Implications** - Within the body of the report

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## **Appendix 2: Code of Conduct for Members**

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### **The County Council of Durham Code of Conduct for Members**

The County Council of Durham (“the Council”) has adopted the following code which has effect from 26th July 2012 and which sets out the conduct that is expected of elected and co-opted members of the Council when they are acting in that capacity.

This means the code applies whenever you (a) conduct the business of the Council (including the business of your office as an elected councillor or co-opted member) or (b) act, claim to act or give the impression you are acting as a representative of the Council.

‘Co-opted member’ means any person who is a member of any committee or sub-committee of the Council with a right to vote but is not one of its elected members

The code is intended to be consistent with Nolan’s Seven Principles of Public Life, and should be read in the light of those principles, namely that Council Members will act with selflessness, integrity, objectivity, accountability, openness, honesty and leadership. Those Principles are not part of this Code but are set out in full at Annex 1 for information.

#### **Part 1 - General Conduct**

1. You must treat others with respect, including Council officers and other elected members.
2. You must not bully any person (including specifically any Council employee) and you must not intimidate or improperly influence, or attempt to intimidate or improperly influence, any person who is involved in any complaint about any alleged breach of this code of conduct.
3. You must not do anything which compromises or is likely to compromise the impartiality of anyone who works for or on behalf of the Council.
4. You must not conduct yourself in a manner which could reasonably be regarded as bringing the Council, or your office as a member of the Council, into disrepute.
5. You must not use or attempt to use your position as a member improperly to confer on or secure for yourself or any other person any advantage or disadvantage.
6. You must comply with any Protocol adopted by the Council which seeks to regulate the conduct of its elected members or co-opted members and which the Council has specifically declared should fall within the provisions of this code of conduct and which is listed in Annex 4 to this Code.

7. When using or authorising the use by others of the resources of the Council, you must act in accordance with the Council's reasonable requirements (as set out in such protocol as it may adopt from time to time for these purposes) and must ensure they are not used for party political purposes.
8. You must not prevent, or attempt to prevent, another person from gaining access to information to which they are entitled by law.
9. You must not disclose information which is given to you in confidence, or information which you believe or ought reasonably to be aware is of a confidential nature, unless:
  - (a) You have the consent of a person authorised to give it; or
  - (b) You are required by law to do so; or
  - (c) The disclosure is made to a third party for the purpose of obtaining professional advice, provided that the third party agrees not to disclose the information to any other person; or
  - (d) The disclosure is reasonable and in the public interest and made in good faith.
10. Where you have been involved in making any decision by the Council which is subsequently subject to scrutiny by an overview and scrutiny committee of the Council, you must not take part in that scrutiny process except to the extent you may be invited by the committee to give evidence to, or otherwise assist, it. In this paragraph, 'scrutiny' means the formal examination of a policy or decision previously approved or taken by or on behalf of the Council in order to reach a view as to its merits or effectiveness.

## **Part 2 - Registration of interests**

11. You must register in the Council's Register of Members Interests information about your registerable personal interests. In this code of conduct 'your registerable personal interests' means:
  - (a) any Disclosable Pecuniary Interest as set out in Annex 2; or
  - (b) any other interest held by you as set out in Annex 3.

You must register information about your registerable personal interests by giving written notice to the Monitoring Officer, who maintains the Register, within 28 days of:

- your appointment as a member of the Council; and
- any change taking place in your registerable personal interests.

(Note: Failure without reasonable excuse to register a Disclosable Pecuniary Interest is a criminal offence under section 34 Localism Act 2011 as well as being a breach of this code)

12. Where you think that disclosure of the details of any of your registerable personal interests could lead to you, or a person connected with you, being subject to violence or intimidation, the Monitoring Officer may at your request make a note on the Register that you have a personal interest, details of which are withheld.

### **Part 3 – Non-registerable interests**

13. You will have a non-registerable personal interest when you attend a meeting of the Council or Cabinet, or one of their committees or sub-committees, and you are, or ought reasonably to be, aware that a decision in relation to an item of business which is to be transacted might reasonably be regarded as affecting your well being or financial position, or the well being or financial position of a person described in paragraph 14 to a greater extent than most inhabitants of the area affected by the decision.

14. The persons referred to in paragraph 13 are:

- (a) a member of your family;
- (b) any person with whom you have a close association;
- (c) in relation to persons described in (a) and (b), their employer, any firm in which they are a partner, or company of which they are a director or shareholder.

(Note:

- (a) “A member of your family” means: your partner (i.e. your spouse, civil partner or anyone with whom you live in a similar capacity); your parent or parent-in-law; any child, stepchild or sibling of you or your partner; your grandparent, grandchild, aunt, uncle, nephew or niece; and the partners of any of those people.
- (b) You have a “close association” with someone if your relationship is such that a reasonable member of the public might think you would be prepared to favour or disadvantage that person when deciding a matter which affects them).

15. When you attend a meeting of the Council or Cabinet, or one of their committees or sub-committees, and you are aware that you have a non-registerable interest in an item of business (as defined in paragraph 13) you must disclose that interest to the meeting before consideration of that item begins or (if later) when you become aware of the interest.

## Part 4 - Non-Participation in Council Business

16. When you attend a meeting of the Council or Cabinet, or one of their committees or sub-committees, and you are aware that the criteria set out in paragraph 17 are satisfied in relation to any matter to be considered, or being considered at that meeting, you must :
- (a) Declare that fact to the meeting;
  - (b) Not participate (or further participate) in any discussion of the matter at the meeting; and
  - (c) Not participate in any vote (or further vote) taken on the matter at the meeting;
  - (d) Leave the room whilst the matter is being discussed.
17. The criteria for the purposes of paragraph 16 are that:
- (a) You have a registerable or non-registerable personal interest in the matter which is such that a member of the public knowing the relevant facts would reasonably think it so significant that it is likely to prejudice your judgement of the public interest; and either
  - (b) The matter will affect the financial position of yourself or one of the persons or bodies referred to in paragraph 14 or in any of your register entries; or
  - (c) The matter concerns a request for any permission, licence, consent or registration which relates to or affects any of the persons referred to in paragraph 14 or in any of your register entries.
18. If a Council function can be discharged by you as a member acting alone and you are aware you have a registerable or non-registerable personal interest in any matter to be dealt with by in that way which meets the criteria set out in paragraph 17, you shall not deal with that matter in any way (except to enable it to be dealt with by someone else).
- (Note: Failure, without reasonable excuse, to comply with paragraph 16 to 18 in relation to a Disclosable Pecuniary Interest is a criminal offence under section 34 Localism Act 2011 as well as being a breach of this code)
19. Paragraphs 16 to 18 do not apply if (i) you have a relevant dispensation under section 33 of the Localism Act 2011 or (ii) the matter in question relates to any of the following functions of the Council:
- (a) housing, where you are a Council tenant provided the matter does not relate particularly to your tenancy or lease;
  - (b) school meals or school transport, where you are a parent or guardian of a child in full-time education or a parent governor of a school, unless the matter relates particularly to the school your child attends;
  - (c) statutory sick pay where you are in receipt of, or entitled to receipt of, such pay;
  - (d) an allowance, payment or indemnity given to members;
  - (e) any ceremonial honour given to members; and
  - (f) setting council tax or a precept under the Local Government Finance Act 1992.

## **Annex 1 to Code of Conduct**

### **Nolan's Seven Principles of Public Life**

#### **Selflessness**

Holders of public office should take decisions solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

#### **Integrity**

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.

#### **Objectivity**

In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

#### **Accountability**

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

#### **Openness**

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

#### **Honesty**

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

#### **Leadership**

Holders of public office should promote and support these principles by leadership and example.

## Annex 2 to Code of Conduct

### Disclosable Pecuniary Interests

*(as defined by Regulations made by the Secretary of State under section 30 Localism Act 2011)*

**Please Note:** The following interests are Disclosable Pecuniary Interests if they are an interest of either (a) **yourself**, or (b) **your spouse or civil partner**, or (c) **a person with whom you are living as husband and wife**, or (d) **a person with whom you are living as if you were civil partners** (all of whom are referred to as “relevant persons”):-

**Employment, office, trade, profession or vocation** - Any employment, office, trade, profession or vocation carried on for profit or gain.

**Sponsorship** - Any payment or provision of any other financial benefit (other than from the relevant authority) made or provided within the relevant period in respect of any expenses incurred by you in carrying out your duties as a member, or towards your election expenses.

This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.

**Contracts** - Any contract which is made between the relevant person (or a body in which the relevant person has a beneficial interest) and the Council —

- (a) under which goods or services are to be provided or works are to be executed; and
- (b) which has not been fully discharged.

**Land** - Any beneficial interest in land which is within the area of the Council.

**Licences** - Any licence (alone or jointly with others) to occupy land in the area of the Council for a month or longer.

**Corporate tenancies** - Any tenancy where (to your knowledge)—

- (a) the landlord is the Council; and
- (b) the tenant is a body in which the relevant person has a beneficial interest.

**Securities** - Any beneficial interest in securities of a body where—

- (a) that body (to your knowledge) has a place of business or land in the area of the Council ; and
- (b) either—

- (i) the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or

- (ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the relevant person has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

Note: In the above descriptions, the following words have the following meanings –

“body in which the relevant person has a beneficial interest” means a firm in which the relevant person is a partner or a body corporate of which the relevant person is a director, or in the securities of which the relevant person has a beneficial interest;

“director” includes a member of the committee of management of an industrial and provident society;

“land” excludes an easement, servitude, interest or right in or over land which does not carry with it a right for the relevant person (alone or jointly with another) to occupy the land or to receive income;

“securities” means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

## **Annex 3 to Code of Conduct**

### **Other Registerable Personal Interests**

The other interests which you must register under paragraph 11(b) of the code are:

1. Any body of which you are a member (or in a position of general control or management) to which you are appointed or nominated by the Council;
2. Any body which (i) exercises functions of a public nature or (ii) has charitable purposes or (iii) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union) of which you are a member (or in a position of general control or management);
3. Any person from whom you have received within the previous three years a gift or hospitality with an estimated value of more than £50 which is attributable to your position as an elected or co-opted member of the Council.

Note: These mean only your interests and not those of your spouse or civil partner

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**Central Durham Crematorium  
Joint Committee**

**26 September 2012**

**Review of Terms of Reference**



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**Report of Sharon Spence, Clerk to the Joint Committee**

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**Purpose of the Report**

- 1 The purpose of the report is to update Members on progress with the revised / updated Constitution of the Central Durham Crematorium Joint Committee.

**Background**

2. The Constitution of the Central Durham Crematorium Joint Committee was last reviewed and amended on 3 May 1983 to reflect the constituent authorities of the City of Durham Council and Spennymoor Town Council.
3. More recently, with effect from 1 April 2009, Local Government Reorganisation in County Durham transferred the responsibilities of City of Durham Council to Durham County Council
4. Following audit reviews of the Joint Committee's during 2009/10 and 2010 / 11, it was recommended that the Joint Committee undertake a review and update of its terms of reference.
5. At the last meeting of the Joint Committee it was agreed that each constituent Authority consider the draft document prior to final consideration by the Joint Committee. The draft Constitution is attached.

**Comments from Spennymoor Town Council**

6. Spennymoor Town Council have agreed the wording of the document with the exception of the following paragraph:

13. When this agreement is silent the central Durham Crematorium Joint Committee will operate within the procedure rules and financial regulations of the lead partner authority, Durham County Council, in so far as they are compatible with the general law in relation to local government expenditure by ensuring that the best economic, ethical and probity arrangements are in place and adhered to in order to ensure that the Central Durham Joint Crematorium Committee have effective and appropriate corporate governance arrangements and financial management arrangements in place, given the Committee's fiduciary duty in relation to the management of public resources, and Durham County Council will continue to be responsible for the management of the facility and for supporting the Joint Committee.

7. The County Council will consider the draft document in September with the following amendment to paragraph 13.

“13. When this agreement is silent the Central Durham Crematorium Joint Committee will operate within the procedure rules and financial regulations of the lead partner authority, Durham County Council, to ensure that the Central Durham Joint Crematorium Committee has effective and appropriate corporate governance arrangements and financial management arrangements in place, given the Committee’s fiduciary duties in relation to the management of public resources, and Durham County Council will continue to be responsible for the management of the facility and for supporting the Joint Committee.”

8. It is not considered necessary to include the words “in so far as they are compatible with the general law in relation to local government expenditure by ensuring that the best economic, ethical and probity arrangements are in place and adhered to in order”, as these are already met by following the Lead Authority’s Financial Regulations.

### **Recommendations and Reasons**

9. It is recommended that:

Members of the Joint Committee consider and approve the updated Constitution at their next meeting in January 2013.

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**Contact: Sharon Spence – Clerk to the Joint Committee**  
**Telephone: 0191 383 3507**                      **E-mail: [sharon.spence@durham.gov.uk](mailto:sharon.spence@durham.gov.uk)**

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## **Appendix 1: Implications**

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### **Finance**

The Constituent Authority income sharing (unchanged) and reserves protocols (in line with the strategy adopted in recent years) are disclosed within the revised constitution detailed within Appendix 2.

### **Staffing**

There are no staffing implications associated with this report.

### **Risk**

There are no risk implications associated with this report

### **Equality and Diversity / Public Sector Duty**

There are no Equality and Diversity implications associated with this report.

### **Accommodation**

The Constituent Authority asset ownership (unchanged) is highlighted within the revised constitution detailed within Appendix 2.

### **Crime and Disorder**

There are no Crime and Disorder implications associated with this report.

### **Human Rights**

There are no Human Rights implications associated with this report

### **Consultation**

Legal officers of Spennymoor Town Council were provided with a copy of the constitution and given opportunity to comment / raise any detailed questions/ request amendments on its content in advance of circulation to members of the Central Durham Crematorium Joint Committee. Spennymoor Town Council have considered the document and submitted their comments.

### **Procurement**

None

### **Disability Discrimination Act**

None

### **Legal Implications**

The constitution has been updated by Legal services, Durham County Council, in line with relevant legislative requirements and taking into account the current constitution terms of reference, which remains substantially unchanged.

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**Dated**

**2012**

**CENTRAL DURHAM  
CREMATORIUM JOINT COMMITTEE**

**AGREEMENT**

**for the constitution of the above named Joint Committee**

**Colette Longbottom  
Head of Legal and Democratic Services**

D1330/CDCJC Agreement

## **A G R E E M E N T**

**MEMORANDUM OF AGREEMENT** made the                      day of                      Two Thousand and Twelve **BETWEEN THE COUNTY COUNCIL OF DURHAM** (hereinafter referred to as “the Durham County Council”) of the one part and **THE TOWN COUNCIL OF SPENNYMOOR** (hereinafter referred to as “the Town Council of Spennymoor”) of the other part.

### **WHEREAS:**

- (1) The Councils being parties hereto may by Section 4 of the Cremation Act 1902 as amended by the Cremation Act 1952 respectively provide and maintain crematoria.
- (2) The Authorities to this Agreement have by their respective Councils (Durham County Council and Spennymoor Town Council) and by virtue of Section 102(1) of the Local Government Act 1972, the Local Government Act 2000 the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 the Local Authorities and all and every power enabling them agreed and resolved to constitute a joint committee to exercise the powers which each of the Authorities hereto might respectively have exercised by virtue of the Cremation Acts 1902 and 1952 for the provision of running, maintenance and management of the existing Crematorium at Durham within the County of Durham.
- (3) The said Authorities now wish to constitute the said Joint Committee on the terms set out below and to the intent that this of Agreement between the said Authorities and dated the third day of May one thousand nine hundred and eighty three shall cease to have effect.
- (4) By Section 103 of the Local Government Act 1972 is it provided that the expenses of a Joint Committee appointed thereunder shall be defrayed by appointing authorities in such proportions as they may agree upon.
- (5) The said Councils have each of them passed a resolution to enter into an Agreement as hereinafter appearing.

### **Interpretation**

- (6) In this Agreement the following expressions have the meanings set out below, unless the contract otherwise requires.

“Authority”, either Durham County Council or Spennymoor Town Council and “Authorities” shall be construed accordingly.

“Annual meeting”, the annual meeting of the Joint Committee held each year in accordance with paragraph 6.1 of this Agreement.

“Chief Executive”, the head of an Authority’s paid service being the person designated as such under Section 4 of the Local Government and Housing Act 1980.

“Clerk”, the person appointed by virtue of paragraph 6.1 to carry out certain duties allocated by this Agreement.

“Council”, the Council of elected members of one or other of the Authorities to this Agreement.

“Crematorium”, the crematorium known as Central Durham Crematorium which includes all buildings, grounds, equipment and other property appurtenant there.

“Financial year”, the period running from 1 April in one calendar year until 31 March in the next calendar year (inclusive).

“Joint Committee”, the Central Durham Crematorium Joint Committee constituted by this Agreement.

“Member”, unless the context otherwise so requires, a member of the Joint Committee.

“Monitoring Officer”, Durham County Council’s Head of Legal and Democratic Services being the person designated under Section 5 of the Local Government and Housing Act 1989 or the Officer’s nominated deputy in the case of absence or illness.

“Ordinary Meeting”, any meeting of the Joint Committee that is not an Annual Meeting or a Special Meeting.

“Principal Office” in the case of Durham County Council, the Council Offices, County Hall, Durham and in the case of Spennymoor Town Council the Town Hall, Spennymoor.

“Special Meeting”, a meeting of the Joint Committee convened in accordance with paragraph of this Agreement.

The Crematorium site is now vested in Durham County Council by virtue of Section 120(4) of the Local Government Act 1972 and all and every power so enabling and registered at HM Land Registry with Title Absolute under Title Number.

## **The Agreement**

**NOW IT IS HEREBY AGREED** by and between the parties hereto in pursuance of the powers conferred upon them by virtue of the hereinbefore recited enactments and of every other power (if any) them respectively hereunto enabling as follows that is to say:-

- 1 There shall be constituted a Joint Committee (hereinafter referred to as the "Joint Committee" of both the Councils being parties hereto (hereinafter collectively referred to as the two Councils) consisting of members appointed under provisions hereof and having the functions, powers and duties upon and subject to the terms and conditions hereinafter mentioned.
- 2 The name of the Joint Committee shall be the Central Durham Crematorium Joint Committee.

**3 Membership of Joint Committee**

- 3.1 The Joint Committee shall consist of Members appointed by each of the two Councils from amongst their respective Members in the following manner that is to say:-

<u>Appointing Council</u>	<u>Number of Members to be Appointed</u>
Durham County Council	12
Spennymoor Town Council	3

- 3.2 The whole number of Members of the Joint Committee shall retire on the first Thursday in May 2013 and on the first Thursday in May of every fourth year thereafter.
- 3.3 Each of the two Councils shall in respect of Members to retire on the first Thursday of May 2013 appoint the said Members at the first convenient meeting of such Council held after the execution of this Agreement.
- 3.4 In the year 2013 and every fourth year thereafter being a year in which Members of the Joint Committee shall retire each of the two Councils shall appoint Members of the Joint Committee as herein provided to take office on the first Thursday in May that year.
- 3.5 The two Councils may revoke an appointment of any Member at any time.
- 3.6 If either Authority does not appoint the number of Members which it is entitled to appoint the other Members of the Joint Committee shall be competent to carry out the business pursuant to the Agreement.
- 3.7 Any person who is a member of the Council of both Authorities shall only represent the first Authority to appoint him or her as a Member and any subsequent appointment by the other Authority shall be void.
- 3.8 Without prejudice to the generality of sub-clause 5 of this clause if a Member fails to attend four consecutive meetings of the Joint Committee such fact shall be reported by the Clerk to the Joint Committee to the Council by whom that Member was appointed and the Council may thereupon terminate the Member's term of office notwithstanding any other provision in this Agreement contained and any such termination of appointment shall be reported to the Clerk to the Joint Committee by the Council concerned.

- 3.9 If by reason of the operation of statutory provisions failure to attend meetings as hereinbefore mentioned or otherwise there shall be a vacancy and the Members of the Joint Committee as herein provided the Council out of whose appointment the vacancy occurs may thereupon appoint another Member to fill such vacancy and the person so appointed shall remain a Member of the Joint Committee until and shall retire on the date of the normal retirement under the provisions of this Agreement of the member whose place he or she fills.

#### **4 Powers of the Joint Committee**

The two Councils hereby delegate to the Joint Committee upon and subject to the terms and conditions of this Agreement all powers of the two councils with respect to the provisions and maintenance of crematoria in the area of each of them other than powers of borrowing money, levying or issuing a precept for a rate of holding land and without prejudice to the generality of the foregoing the Joint Committee shall to the exclusion of the two Councils have all the powers of each of the two Councils under the Cremation Act 1902 and 1952 and under any Act of Parliament or statutory instruments with respect to the provision of maintenance of crematoria.

#### **5 Meetings of the Joint Committee**

- 5.1 The Joint Committee shall hold four meetings at least in every year for the transaction of general business and may hold such other meetings including a visit to the Crematorium premises at such intervals as it may find necessary or convenient.
- 5.2 The Joint Committee shall elect annually from amongst its Members a Vice Chairman and shall appoint the outgoing Vice Chairman as Chairman.
- 5.3 The Election of the Chairman and Vice Chairman shall be respectively the first and second business transacted at the first meeting of the Joint Committee after the First June in any year (hereinafter referred to as the Annual Meeting).
- 5.4 So far as it is practicable to do so the Chairmanship and Vice Chairmanship shall alternate each year between a Member of Spennymoor Town Council and a Member of Durham County Council.
- 5.5 The Chairman of the Joint Committee shall, unless he or she resigns or becomes disqualified continue in office until his or her successor becomes entitled to act as Chairman. The Vice Chairman of the Joint Committee shall unless he or she resigns or becomes disqualified hold office immediately after the election of the Chairman of the Joint Committee at the next meeting of the Joint Committee.

5.6 If there is equality of votes as the appointment of Chair and Vice Chair then the Chairman for the time being of that meeting shall have a second or casting vote.

## **6 Notice of Meeting**

6.1 The Joint Committee must appoint a Clerk and may appoint and pay such officers and servants as it may deem necessary for the purpose of carrying out its duties under this Agreement.

6.2 Sections 114 to 119 of the Local Government Act 1972 shall apply to an officer of the Joint Committee in the same manner as the said sections apply to an officer of a local authority with such modifications as are necessary to make them applicable to officers of the Joint Committee.

6.3 Ordinary meetings and Annual meetings of the Joint Committee shall be convened by the Clerk who shall deliver notice thereof to each Member at least five clear days before the date of the meeting. This notice will give the date, time and place of each meeting and specify the business to be transacted.

6.4 With reference to the Notice referred to in paragraph 6.3 the Clerk shall send a copy of the agenda for the meeting which shall include:-

- Provision for the declaration of interests by Members for the purposes of the Code of Conduct issued under Section 50 of the Local Government Act 2000;
- All items of business which have been, or are deemed to have been, referred to the Joint Committee by a Council resolution of either Authority
- All reports submitted by any officer of either Authority, and
- Any items of business directed to be included by the person appointed to preside at the meeting.

6.5 The quorum of a meeting will be one quarter of the whole number of Members (4 Members). Provided that there is at least one Member present from each Authority. During any meeting if the Chairman counts the number of Members present and declares there is not a quorum present, then the meeting will adjourn immediately. Remaining business will be considered at a time and date to be 'fixed' by the Chairman'. If he/she does not fix a date, the remaining business will be considered at the next ordinary meeting.

6.6 The Joint Committee and every officer thereof who is by reason of his office entrusted with the custody or control of money shall keep accounts of all money received by the Joint Committee or any such officer and all expenditure thereof by it or him as may be required for the purpose of Part VIII of the Local Government Act 1972 and Part III of the Local Government Finance Act 1982.

- 6.7 No act or proceeding of the Joint Committee shall be questioned on account of any vacancy or on account of any defect in the appointment of any Member.
- 6.8 The Chair and two members of the Joint Committee may at any time by notice specifying the business to be transacted and sent to the Clerk require a Special Meeting of the Joint Committee to be convened and the Clerk shall accordingly convene a special meeting which shall be held within thirty clear days of receipt by the Clerk of the said notice.
- 6.9 The Clerk shall give Members of the Joint Committee at least five clear days notice of the Special Meeting and such notice shall specify the business proposed to be transacted.
- 6.10 No business shall be transacted at a Special Meeting other than that specified in the notice sent to the Clerk and referred to in sub-clause 6.9 above.
- 6.11 No substitute Members may be appointed from either Authority to this Joint Committee.

### **Chair at Meetings**

- 6.12 The Chair or in his absence the Vice Chair shall preside at every meeting provided that if both the Chair and the Vice Chair are absent the Members present shall elect another Member of the Joint Committee who shall preside at that meeting.

### **Voting**

#### **7 Majority**

- 7.1 Unless this Agreement provides otherwise, any matter will be decided by a simple majority of those Members voting and present in the room at the time the question was put.

#### **Chairman's Casting Vote**

- 7.2 If there are equal numbers of votes for and against, the Chairman will have a second or casting vote. There will be no restriction on how the Chairman chooses to exercise a casting vote.

#### **Method of Voting**

- 7.3 Unless a recorded vote is demanded under sub-clause 7.4 the Chairman will take the vote by show of hands or if there is no dissent, by the affirmation of the meeting.

## **Recorded Vote**

- 7.4 If 3 Members present at the meeting demand it the names for and against the motion or amendment or abstaining from voting will be taken down in writing and entered into the minutes.

## **8 Minutes**

- 8.1 The Clerk shall be responsible for keeping a record of attendance and a record of the business transacted at every meeting of the Joint Committee and the minute book shall be submitted to, and signed at the next following meeting.
- 8.2 The person presiding at the next following meeting referred to in paragraph 1 above shall put the questions that the minutes be approved as a correct record of the previous meeting.
- 8.3 No discussion shall take place upon the minutes, except upon their accuracy. If no question is raised as to accuracy or if it is raised then as soon as it is disposed of, the person presiding shall sign the minutes.
- 8.4 Copies of the minutes of every meeting of the Joint Committee and any sub-committee thereof shall as soon as possible after each meeting be sent by the Clerk to each Authority.

## **9 Sub-Committee**

The Joint Committee shall have power to appoint sub-committees from amongst its Members with or without delegated powers for any purpose which in its opinion could more satisfactorily be dealt with by a sub-committee.

## **10 Finance**

- 10.1 The Joint Committee shall as soon may be after the conclusion of every financial year (which shall for the purposes of this Agreement be taken to be a period of twelve months ending on the thirty first day of March in any year) send to each of the two Councils a report on the operations of the Joint Committee during such financial year and a copy of the statutory statements of the Joint Committee for such financial year.
- 10.2 If the Joint Committee shall at any time require to incur capital expenditure for the acquisition of property or the construction of works or for other capital purposes in connection with the provision of crematoria then (unless the Joint Committee shall in their discretion decide to defray such expenditure out of revenue) such expenditure shall be borne by the two Council's respectively in the proportions four parts by the Durham County Council and one part by the Spennymoor Town Council **PROVIDED THAT** the Clerk of the Joint Committee shall obtain approval from both of the two Councils before the Joint Committee shall incur such expenditure.

- 10.3 That where possible any necessary borrowing be effected by the Durham County Council and that any requests for transfers of borrowing authority or capital expenditure allocation between the two Councils be made to the appropriate Minister or other authority.
- 10.4 Where any sum is to be borrowed by the County Council in pursuance of sub-clauses (1) and (2) of this clause the loan may be effected at the discretion of the Corporate Director Resources and Chief Financial Officer for the time being of the Durham County Council through the Durham County Council's loans pool in which case the loan shall be chargeable at such rates of interest and expenses as shall be applicable to such loans as prescribed by the said Corporate Director Resources and Chief Financial Officer and the period of such loan shall be in accordance with any guidelines prescribed for the time being for loans by local authorities by the Secretary of State for the Environment or other authority.
- 10.5 Subject to any condition or conditions prescribed by either or both of the two Councils in giving consent to any capital expenditure under the proviso to sub-clause (2) of this clause the two Councils or either or them shall pay to the joint committee the amount of any sums borrowed in pursuance of this clause in such sums and at such times as the Joint Committee shall direct.
- 10.6 Subject as is hereinafter provided the Joint Committee shall from time to time pay to the two Councils or either or them the amounts of all interest and all instalments of principal or as and when the same shall become due and the cost of taking up any loans raised for such purposes by the two Councils or either of them.
- 10.7 The legal estate in all land acquired and works constructed whether by means of capital or annual expenditure for the purpose of enabling the Joint Committee to exercise its functions under the provisions of this Agreement shall be vested in the Council in whose area the same shall situate and that Council shall hold such land or works as the case may be for the purpose of provision and maintenance of crematoria expressly for the same to be maintained, controlled and managed by the Joint Committee.
- 10.8 All expenses incurred by the Joint Committee in any financial year so far as they are not paid out of income other than contributions from the two Councils under this clause shall be borne by the two Councils respectively in the proportions four parts by Durham County Council and one part by Spennymoor Town Council and such Councils shall pay to the Joint Committee such sum as the Joint Committee may estimate will be the proportion to be borne by that Council of any estimated deficit for that financial year.
- 10.9 The Joint Committee may:-
- (a) use any part or all of any profits or surplus made in any financial year to finance capital expenditure or to redeem debt;

- (b) carry forward part or all of such profits or surplus or reserves as is in the opinion of the Joint Committee required to meet contingencies or to defray any expenditure which may fall to be defrayed before the date on which moneys to be received by the Joint Committee whether from the two Councils in accordance with this Agreement or from the operation of the crematoria established by the Joint Committee will become available and the Joint Committee shall as soon as practicable return to the two Councils the amount of such profits or surplus or reserves not so applied by the Joint Committee in proportion to the total amounts respectively contributed by each of the two Councils towards previous deficits provided that if at any time both the two Councils shall have had the total amount of their contributions towards previous deficits returned to them the Joint Committee shall pay all such unapplied profits or surplus to the two Councils in the same proportions in which by virtue of sub-clause (1) hereof the two Councils would have borne a deficit in that financial year had one occurred.
- 11.1 Either of the two Councils may terminate this Agreement by giving the other not less than one year's notice in writing to that effect expiring on the thirty first day of March in any year.
- 11.2 The Council which shall have given notice under sub-clause (1) of this clause shall bear the expense of settling the adjustment required by clause (12) hereof.
- 12 In the event of either of the two Councils at any time hereafter terminating this Agreement under the provisions hereinbefore contained or otherwise there shall as on the date of such termination be an adjustment between the two Councils of all property income debts liabilities and expenses then existing and of any financial relations affected by such termination and on such adjustment there shall be an adjustment of capital assets and liabilities acquired or assumed by either of the two Councils on such termination including any outstanding loans borrowed by either or both of the two Councils under clause 13 hereof and provision may then be made for the payment to either or both of the two Councils of such sum as seems equitable.
- 13 When this agreement is silent the Central Durham Crematorium Joint Committee will operate within the procedure rules and financial regulations of the lead partner authority, Durham County Council to ensure that the Central Durham Crematorium Joint Committee have effective and appropriate corporate governance arrangements and financial management arrangements in place, given the Committee's fiduciary duties in relation to the management of public resources, and Durham County Council will continue to be responsible for the management of the facility and for supporting the Joint Committee.

- 14 Subject to Section 103 (1) (b) of the Local Government Act 1972 all disputed between the two Councils or between either of them and the Joint Committee on the interpretation of this Agreement and all disputes or differences in any way or at any time arising hereon (including without prejudice to the generality of these words the adjustments required by clause 17 hereof) shall be referred to some competent arbitrator agreed on by the two Councils or in the absence of agreement to be named by the Secretary of State for the Environment or his successor and the Arbitration Act 1950 or any statutory modification thereof for the time being in force shall apply to any such arbitration.
- 15 This Agreement shall come into effect on the date of its sealing when it shall in all respects supersede and replace the provisions of the Memorandum of Agreement made on the third day of May one thousand nine hundred and eighty three between Council of the City of Durham and the Town Council of Spennymoor relating to the constitution of a Joint Committee of those Councils to perform the functions of those Councils under the Cremation Act 1902 as amended by the Cremation Act 1952 and the Cremation (England and Wales) Regulations 2008 provided 1) that any rights or liabilities arising under the said Memorandum of Agreement dated the third day of May one thousand nine hundred and eighty three prior to the coming into effect of this Memorandum of Agreement shall not be affected thereby
- 16 That the making of this Agreement shall not be deemed to be a withdrawal by any party from the joint committee constituted thereby

**IN WITNESS** whereof the Parties hereunto have caused their respective Common Seals to be affixed to this Deed the day and year first before written

**THE COMMON SEAL of THE** )  
**COUNTY COUNCIL OF** )  
**DURHAM** was hereunto affixed )  
**BY ORDER:** )

Chairman:

Head of Legal and Democratic Services:

**THE COMMON SEAL** of **THE** )  
**TOWN COUNCIL OF** )  
**SPENNYMOOR** was hereunto )  
affixed in the presence of: )

Town Clerk:

Mayor

Central Durham Crematorium  
Joint Committee

26 September 2012

Report of the Superintendant and  
Registrar



**Report of Alan José, Superintendent and Registrar to the Joint Committee**

**Purpose of the Report**

- To provide Members of the Central Durham Crematorium Joint Committee with the quarterly update relating to performance and other operational matters.

**Performance Update - Number of Cremations**

- The table below provides details of the number of cremations for the period 01 June 2012 to 31 August 2012 inclusive with comparative data in the same period:

	<b>2011/2012</b>	<b>2012/2013</b>	<b>Change</b>
	<b>Period [June-August]</b>	<b>Period [June-August]</b>	
June	183 + 2*	162	- 21 - 2*
July	160 + 5*	195	+ 35 - 5*
August	152 + 3*	177 + 4*	+ 25 + 1*
<b>TOTAL</b>	<b>495 + 10*</b>	<b>534 + 4*</b>	<b>+ 39 - 6*</b>

\* = Non Viable Foetus (NVF)    \*\* = Stillborns (STs)    \*\*\* = Body parts

- The full profile of where families came from can be seen in Appendix 2. In summary 161 came from Durham and 354 from outside of the area. There have been 4 NVF cremations undertaken for the period 01 June 2012 to 31 August 2012, compared to 10 in the comparable period last year a decrease of 6 NVF and increase of 39 Cremations.

**Memorials**

- The Table below outlines the number and value of the memorials sold in Period June to August 2012 compared to the same period the previous year (2011).

	Period [June-August] 2011		Period [June-August] 2012	
	Number	£	Number	£
<b>Vase Blocks</b>	5	2,755.00	5	2,226.67
<b>Large Plaques</b>	29	9,171.34	22	6,814.35
<b>Small Plaques</b>	2	436.00	3	654.00
<b>Niche</b>	6	6,384.00	1	1,060.60
<b>Renewal</b>	18	2,820.00	23	3,600.00
<b>Total</b>	<b>60</b>	<b>£21,566.34</b>	<b>54</b>	<b>£14,355.62</b>

5. As can be seen above, there has been a reduction in the number and value of memorials sold. In overall terms the number and value of memorials sold in the period 1 June to 31 August was 54 / £14,355.62, compared to 60 / £21,566.34 in the same period last year – a decrease of 6 / £7,210.72.

### **Operational Matters**

#### **Durham Crematorium Pre - Payment Bond**

6. Sarah Grigor, the D.C.C. Solicitor, has made the application to the Financial Services Agency for Registration, which is expected to be processed within the next few weeks. Meanwhile, the Pre-Payment Bond Scheme remains unimplemented.

#### **Green Flag Application**

7. The Green Flag Award is a nationwide recognition of quality parks and green spaces, and demonstrates that the site is well maintained and well managed, with excellent facilities for visitors / users. Once again this year the Durham Crematorium made a joint bid with South Road Cemetery and was again successful in obtaining a Green Flag Award for the second year running, with an overall score of 75-79, which is a great achievement.

8. The judges wrote in their report of the Crematorium:

*'The judges could see improvements had been made to the site and the plan since last years visit. Durham Crematorium provides a good impression to visitors and works well with local organisations and volunteers.'*

9. This award is testimony to the dedication of the staff working at the Crematorium (and South Road Cemetery) and comes on top of the award of Gold Star Status in the Institute of Cemetery and Crematorium Management Accreditation last year.

#### **Crematorium Staffing**

10. During the transition from the old to new cremators in April and May, staff worked regular overtime, as for much of that time only two Cremators were working. This continued into June too, when only two Cremators were available during the initial settling in period.

11. The new Cremators can take a little longer than the old machines to complete the cycle, which is due to the stringent emission controls that do not allow any form of manual intervention. The effect of longer Cremation times will be taken into account when preparing future budgets.

### **Recycling of Metals Scheme**

12. I am pleased to inform the Committee that a cheque was received from the Institute of Cemetery and Crematorium Management to the sum of £4,000 for If U Care Share Foundation.
13. On 27 June 2012 the Cheque was presented to Samantha Taylor from If you Care Share Foundation by the Committee Chairman and Superintendent and Registrar. A letter of thanks is attached at Appendix 3.

### **Cremator Replacement & Crematoria Redevelopment Project Update**

14. A Project update (No 10) was recently distributed to members and is attached at Appendix 4 for information. The project was completed on time and within budget. This position has been achieved due to the very close working relationship between all parties involved: Design Services, Service Direct, I.F.Z.W. and the Crematorium Superintendent and Registrar. There is a small underspend of £2,573.00.
15. The Independent testing of the new Cremators was undertaken by Catalyst Environmental over a two week period in July 2012. The installation of the I.F.Z.W. abatement system has resulted in a massive (97%-99%) reduction in the levels of mercury emitted from Durham Crematorium. Results show that the Crematorium is now fully compliant with the Statutory Guidance issued by Defra which becomes law on 01 January 2013. A full breakdown can be found in Appendix 5.

### **Green Energy Proposals**

16. As Members may recall, it was reported at the meeting held on 27 June 2012, that a Project Team consisting of the current project team and experts in this field will be formed in October to fully explore the possibilities that may allow further use of the waste heat generated by the heat exchangers. It is hoped to present an Interim Report at the January meeting of the Central Durham Crematorium Joint Committee.

### **I.C.C.M. Conference**

17. The necessary arrangements have been made for the Chairman of the Central Durham Crematorium Joint Committee, Councillor Maria Plews and the Superintendent & Registrar to attend the Institute of Cemetery and Crematorium Management Conference to be held at Forest Pines Hotel, North Lincolnshire on 1 to 3 October 2012.

## **Christmas Tree**

18. Members will recall that last year a Christmas Tree was placed in the Crematorium waiting room during the Christmas period with the facility for visitors to write a personal tag and place it on the tree. This was a very popular innovation. Last year the tree, lights, tags and decorations were provided by St. Cuthbert's Hospice and a collection box raised the sum of £183.00 for the Charity.
19. St. Cuthbert's Hospice has asked if they could provide a Christmas tree again this year. Members may recall that a suggestion was made at the January meeting of this Committee, that another charity may wish to provide the Christmas tree. To date I have not received any requests from any other charity. Any potential charities would need to supply the Christmas tree, decorations, lights and tags so that there was no cost to the Joint Committee.

## **Recommended:**

20. It is recommended that Members of the Central Durham Joint Committee consider and agree the report:-
  - Noting the current performance of the Crematorium;
  - Noting the current situation with regards to the Pre-Payment bond
  - Note to continued success with regards to the Green Flag.
  - Note the letter of thanks with regards to the recycling of metal scheme.
  - Noting the completion of the Cremator Replacement and Crematoria Redevelopment Project – on programme and to budget.
  - The progress with regards to the Green energy proposal.
  - That St. Cuthbert's Hospice provide Christmas Tree.

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## **Appendix 1: Implications**

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### **Finance**

As identified in the report.

### **Staffing**

A member of staff has left the Authority and this will be reviewed in due course.

### **Risk**

There are no risk implications associated with this report.

### **Equality and Diversity / Public Sector Equality Duty**

There are no Equality and Diversity implications associated with this report.

### **Accommodation**

There are no Accommodation implications associated with this report

### **Crime and Disorder**

There are no Crime and Disorder implications associated with this report.

### **Human Rights**

There are no Human Rights implications associated with this report.

### **Consultation**

Officers of Spennymoor Town Council were consulted on the contents of this report.

### **Procurement**

There are no procurement issues associated with this report.

### **Disability Issues**

There are no disability issues associated with this report.

### **Legal Implications**

There are no legal implications associated with this report.

## Appendix 2: Breakdown of Figures

	Total Apr- May	Jun	Jul	Aug	Total Jun-Aug	Total Apr-Aug 2012/13	Total Apr-Aug 2011/12
DURHAM	124	50	61	50	161	285	297
BARNARD CASTLE	1	1	1		2	3	0
BILLINGHAM	1			1	1	2	0
BINCHESTER	1				0	1	0
BISHOP AUCKLAND	18	3	8	5	16	34	31
BISHOP MIDDLEHAM	2		3	1	4	6	0
BLACKHALL	3	4	5	1	10	13	14
BRIDLINGTON	0				0	0	1
BURNHOPE	1				0	1	1
CHESTER LE STREET	23	10	11	14	35	58	46
CHESHIRE	0				0	0	0
CHILTON	5	2	6		8	13	7
CONSETT	3	2	1		3	6	6
CORNSAY	0				0	0	2
CONDON	0				0	0	0
CROOK	11	9	6	11	26	37	28
CYPRUS	0			1	1	1	0
DARLINGTON	1	1		1	2	3	5
EASINGTON	8	3	5	6	14	22	13
ESH	0				0	0	1
ESH WINNING	0	1	1		2	2	1
FENCEHOUSES	1	1		1	2	3	3
FERRYHILL	18	8	9	8	25	43	30
FISHBURN	2	1	1	2	4	6	8
FROSTERLEY	0				0	0	2
GATESHEAD	1				0	1	6
GLOSSOP, DERBY	0				0	0	0
GREAT LUMLEY	4		1	1	2	6	7
GUILDFORD	0	1			1	1	0
HAMSTERLEY	0				0	0	1
HARTLEPOOL	2		1	1	2	4	8
HASWELL	1	1		1	2	3	2
HETTON LE HOLE	3	3	3	1	7	10	5
HEXHAM	0				0	0	2
HORDEN	4	5	2	1	8	12	12
HOUGHTON	1		7	3	10	11	14
HOWDEN	2		1		1	3	0
KEIGHLEY	0				0	0	0
KIMBLESWORTH	0				0	0	2
KIRKBY STEPHEN	1				0	1	0
LANCHESTER	0			1	1	1	0
LANGLEY PARK	6		1	2	3	9	3
LINCOLN	0				0	0	1
LONDON/KENT	0				0	0	1
LUDWORTH	0				0	0	1

	Total Apr- May	Jun	Jul	Aug	Total Jun-Aug	Total Apr-Aug 2012/13	Total Apr-Aug 2011/12
MIDDLETON TYAS							
MIDDLEHAM	1				0	1	0
MORECAMBE	0				0	0	2
MORPETH	0	1			1	1	0
MORROCCO	0				0	0	0
MURTON	0				0	0	0
NETTLESWORTH	10	2	7	3	12	22	15
NEW BRANCEPETH	1				0	1	0
NEWCASTLE	0				0	0	2
NEWTON AYCLIFFE	0	2			2	2	1
NORFOLK	6	4	3	6	13	19	36
NORTHALLERTON	1				0	1	0
NORWICH	0				0	0	1
NOTTINGHAM	0				0	0	0
OUSTON	0				0	0	0
PELTON	1	1	1		2	3	0
PETERLEE	0				0	0	0
REDCAR	16	4	8	3	15	31	42
SACRISTON	1				0	1	1
SCARBOROUGH	6	3	1	4	8	14	12
SEAHAM	0				0	0	1
SEDGEFIELD	11	10	8	6	24	35	21
SHILDON	10	3		3	6	16	12
SHINEY ROW	6	2			2	8	13
SHOTTON	0				0	0	1
SOUTH HETTON	5	3	2	2	7	12	6
SOUTH SHIELDS	0	2			2	2	6
SPENNYMOOR	0				0	0	0
STAINDROP	0		9	10	19	19	0
STANHOPE	1				0	1	1
STANLEY	3	2	1	3	6	9	5
STATION TOWN	3		1		1	4	1
STOCKTON	1				0	1	2
SUNDERLAND	0		2		2	2	0
SUNNYBROW	2		3	3	6	8	0
SWINDON	0	1		1	2	2	3
THORNLEY	0				0	0	1
TOW LAW	1		3	2	5	6	8
TRIMDON	1			2	2	3	5
WARWICK	11	3	6	2	11	22	19
WASHINGTON	0	1			1	1	0
WEST AUCKLAND	2			3	3	5	3
WEST CORNFORTH	1	2		1	3	4	4
WHEATLEY HILL	3	3	2	1	6	9	13
WILLINGTON	4	2	3	2	7	11	11
WINGATE	6	4	1	4	9	15	24
WOLSINGHAM	2	1		2	3	5	11
<b>Total</b>	<b>1</b>			<b>1</b>	<b>1</b>	<b>2</b>	<b>5</b>
	<b>365</b>	<b>162</b>	<b>195</b>	<b>177</b>	<b>534</b>	<b>899</b>	<b>849</b>

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### Appendix 3: Letter of Thanks

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Samantha McGhin  
16 July 2012

Dear Trevor and Alan

I would like to take this opportunity to thank you for the very generous donation for a charity very close to my heart.

As Alan is aware both Shirley Smith and I have lost very treasured and much loved people in our lives to suicide. This, I'm sure Shirley will agree, is a time of your life you will never come to terms with.

If U Care Share and their staff are amazing and helped me cope with grief I've never had to deal with at such a level. Shirley and I are still in contact over a year on and I very much appreciate it, it's very much a comfort to me to know she's there and I'll never be alone.

Thank you to Alan for suggesting this charity, as you well know I'm gradually finding my new way to live and cope. The crematorium staff since Ronnie passed away have been amazing towards me. Their friendship goes beyond just a working relationship, they are caring and sincere and I hold a special place for them all in my heart.

Again, a very very big thank you for letting this tremendous charity carry on their work, not just with families but the work they do in schools throughout the area.

Yours Faithfully

Samantha McGhin



L/R: Kenneth Taylor, Councillor John Marr, Samantha Taylor and Alan Jose

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## **Appendix 4: Cremator Replacement & Crematoria Redevelopment Project Update**

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Whilst the Direct Services Team have been on site, two additional items of building work have been completed outside of the main contract: the enlarging of the doors between the chapel catafalque and the old crematory to enable large coffins to pass through; and the refitting of the disabled toilet to meet current legislation.

Another item completed outside the main contract has been the upgrading of the fire alarm system to meet current building control requirements.

These three items have been funded from the crematorium revenue budget, as agreed at the previous meeting.

The works compound was transformed from a muddy working area to pristine grass over a few days at the end of July, the hoarding being removed on Saturday 28 July.

The original contract allowed for top soiling and rake preparation for grass seeding but due to the very wet conditions, it was agreed that the area would be turfed to provide a 'finished' look.

These additional costs are being met from the crematorium grounds maintenance revenue budget.

The new front of house office is expected to be fully operational in September, providing the visiting members of the public a direct access rather than having to cross the chapel foyer – a key enhancement in the design of the redeveloped crematorium.

The final part of the overall scheme will be the resurfacing of the roadway and car park areas around the crematorium building which is also expected to be completed in early September.

This work is also being funded from the crematorium revenue budget and was originally planned to be carried out two years ago. However, it was delayed to ensure the new surface would not be damaged during the construction works.

Preparations are being made for an 'open evening' to which funeral directors, clergy, funeral celebrants and other stakeholders will be invited. The date for the open evening will be Tuesday 18 September and invitations will be sent out by the end of August.

### **Progress Since Last Update**

On Monday 21 May, Direct Services moved back on site and began erecting the interior walls to form the new kitchen/mess room, the new wc/shower room, the cremator control room, the cremated remains store room, and the new offices/document store.

One of the first jobs was to fill the floor of the old fan room with concrete to bring this area up to the same floor level as the rest of the building. The electrical contractor was busy during this time installing cable trays to carry wiring for the different rooms.

This work has been the most difficult of the entire contract in many ways, as, until the internal work started, all activity was contained in the new building. However, Direct Services and crematorium staff have worked closely to ensure that no services were interrupted.

The area of the old crematory, plant room and wc/shower room has been transformed. The building is now light and airy, providing excellent facilities at the operational end of the building.

The Project Board and Project Team have both continued to meet on a regular basis since the last update to review progress.

The project completion date was 27 July, with only 'snagging' items remaining. The project was therefore completed on time, a testimony to the close working relationship formed during the contract between the Superintendent & Registrar and the Design Team, plus the main contractors DCC Direct Services and IFZW.

A full financial statement will be presented to the Central Durham Crematorium Joint Committee at the meeting on 26 September. Subject to agreement of the final account, the project has been completed within the £2.4 million approved budget.

Durham Crematorium  
 South Road  
 Durham  
 DH1 3TQ

Catalyst Environmental Ltd  
 Unit C6  
 Emery Court  
 The Embankment Business Park  
 Heaton Mersey  
 Stockport  
 SK4 3GL

FAO Alan José FICCM

4<sup>th</sup> September 2012

Tel: 0161 432 3286

Fax: 0161 432 3689

Dear Alan,

**Review of Emissions from Durham Crematorium, following the IFZW Abatement Installation**

As discussed, I have compared the results of the monitoring we undertook at your site in 2011, prior to the installation of the IFZW abatement system, with the results of the recent monitoring undertaken on the newly installed abatement system.

<u>Pollutant</u>	<u>2011 (without Abatement)</u>	<u>2012 (with Abatement)</u>	<u>Reduction</u>
Mercury	1.0 g/hr*	0.014 g/hr	99%
Particulate Matter	120.3 g/hr	2.5 g/hr	98%
Hydrogen Chloride	45.7 g/hr	1.5 g/hr	97%
VOCs	8.3 g/hr	6.0 g/hr	28%
Carbon Monoxide	41.7 g/hr	33.0 g/hr	21%

The above results are the average result, per cremator, measured during the respective annual monitoring exercises, in February 2011 and July/August 2012.

\*The mercury result for 2011 is simply a typical value seen from unabated cremators, as under the previous, PG5/2(04) guidance note, there was no requirement to test for mercury at crematoria.

**Conclusion**

The installation of the IFZW abatement system has resulted in a massive (97%-99%) reduction in the levels of mercury, particulate matter and hydrogen chloride being emitted from Durham Crematorium, so it should be considered a resounding success and great news for everyone in Durham.

Such reductions will impact very positively on the surrounding air quality and will demonstrate to other crematoria that it is possible to reduce the emissions of mercury, particulate matter and hydrogen chloride from the cremation process to negligible levels.

Smaller reductions were seen in the level of VOCs and Carbon Monoxide emitted, as the presence of these substances is to a large extent linked to the way the cremators are operated.



I trust that the above is welcome news and that it proves to be a useful independent confirmation of what the new abatement system has achieved.

In the meantime, thanks for your continued custom, and if I can ever be of any further help, at any time, feel free to call or email me.

Kind regards,

A handwritten signature in blue ink, appearing to read 'Alastair Wolff', written in a cursive style.

**Alastair Wolff**  
**Managing Director**  
**Mob: 07886 533 130**  
**Email: [alastair.wolff@cat-env.com](mailto:alastair.wolff@cat-env.com)**  
**[www.cat-env.com](http://www.cat-env.com)**

**Central Durham Crematorium  
Joint Committee**

**26 September 2012**

**Financial Monitoring Report –  
Position at 31/08/12, with  
Projected Outturn at 31/03/13**



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**Joint Report of Terry Collins – Corporate Director: Neighbourhood Services; Don McLure – Corporate Director: Resources and Treasurer to the Joint Committee**

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**Purpose of the Report**

1. The purpose of this report is to set out details of income and expenditure in the period 1 April 2012 to 31 August 2012, together with the provisional outturn position for 2012/13, highlighting areas of over / underspend against the revenue budgets at a service expenditure analysis level.
2. The report details the funds and reserves of the Joint Committee at 1 April 2012 and forecast outturn position at 31 March 2013, taking into account the provisional financial outturn.
3. Finally, the report also includes summary details of the Cremator Replacement and associated buildings work project, as detailed in the Superintendent and Registrars report.

**Background**

4. Scrutinising the financial performance of the Central Durham Crematorium is a key role of the Joint Committee. Regular (quarterly) budgetary control reports are prepared by the Treasurer and aim to present, in a user friendly format, the financial performance in the year to date together with a forward projection to the year end. Routine reporting and consideration of financial performance is a key component of the Governance Arrangements of the Central Durham Crematorium.

**Financial Performance**

5. Budgetary control reports, incorporating outturn projections, are considered by Neighbourhood Services' Management Team on a monthly basis. The County Council's Corporate Management Team also considers monthly budgetary control reports, with quarterly reports being considered by Cabinet / Overview and Scrutiny Committee. The outturn projections for the Central Durham Crematorium are included within this report.
6. The figures contained within this report have been extracted from the General Ledger and have been scrutinised and supplemented with information supplied by the Superintendent and Registrar. The following table highlights the provisional outturn financial performance of the Central Durham Crematorium:

<b>Subjective Analysis</b>	<b>Base Budget 2012/13 £</b>	<b>Year to Date Actual April – August £</b>	<b>Probable Outturn 2012/2013 £</b>	<b>Variance Over/ (Under) £</b>
Employees	204,137	85,299	209,346	5,209
Premises	231,340	69,438	241,262	9,922
Transport	3,300	914	3,628	328
Supplies & Services	105,085	33,289	96,835	(8,250)
Agency & Contracted	31,350	3,892	23,011	(8,339)
Transfer Payments	0	0	0	0
Capital Charges	213,738	0	213,738	0
Central Support Costs	34,000	0	34,000	0
<b>Gross Expenditure</b>	<b>822,950</b>	<b>192,832</b>	<b>821,820</b>	<b>(1,130)</b>
<b>Income</b>	<b>(1,136,200)</b>	<b>(485,770)</b>	<b>(1,135,200)</b>	<b>1,000</b>
<b>Net Income</b>	<b>(313,250)</b>	<b>(292,938)</b>	<b>(313,380)</b>	<b>(130)</b>
<b>Transfer to Reserves</b>				
- Masterplan Memorial Garden	5,000	0	5,000	0
- Major Capital Works	0	0	130	130
- Small Plant	2,000	0	2,000	0
<b>Distributable Surplus</b>	<b>(306,250)</b>	<b>0</b>	<b>(306,250)</b>	<b>0</b>
<b>80% Durham County Council</b>	<b>245,000</b>	<b>61,250</b>	<b>245,000</b>	<b>0</b>
<b>20% Spennymoor Town Council</b>	<b>61,250</b>	<b>15,312</b>	<b>61,250</b>	<b>0</b>

<b>Central Durham Crematorium Earmarked Reserves</b>	<b>Balance @ 1 April 2012 £</b>	<b>Transfers to Reserve £</b>	<b>Transfers From Reserve £</b>	<b>Balance @ 31 March 2013 £</b>
General Reserve	(424,060)	(306,250)	306,250	(424,060)
Masterplan Memorial Garden	(26,250)	(5,000)	0	(31,250)
Major Capital Works	(531,731)	(130)	0	(531,861)
Small Plant	0	(2,000)	0	(2,000)
<b>Total</b>	<b>(982,041)</b>	<b>(313,380)</b>	<b>306,250</b>	<b>(989,171)</b>

### **Explanation of Significant Variances between Original Budget and Forecast Outturn**

7. As can be seen from the table above, the projected outturn is showing a surplus (before transfers to reserves and distribution of surpluses to the partner authorities) of £313,380 against a budgeted surplus of £313,250, £130 more than the budgeted position. The following section outlines the reasons for any significant variances by subjective analysis area:

### 7.1 *Employees*

The probable outturn is reflects a **£5,209** over spend, based on current spending. Additional overtime totalling **£9,209** has been incurred during the Cremator replacement transition period. This was as a consequence of running with two cremators rather than three during this transition period. This overspend has however been offset by a **(£4,000)** saving against the Pandemic Cremator Operator Training budget.

### 7.2 *Premises*

A net over spend of **£9,922** is projected in relation to Crematorium premises costs. There are number of reasons for this, as identified below:

- **£12,989** unbudgeted spend regarding Fire Alarm upgrades and Fire Safety requirements in order to comply with Building Regulations as reported to, and approved at the by the Committee at the 27 June 2012 meeting;
- **£1,000** spend in relation to additional alarm call out charges following the break-ins at the Crematorium;
- **£3,951** unbudgeted spend regarding the disabled toilet upgrade following complaints from the public / service users as reported to and approved by the Committee at the 27 June 2012 meeting;
- **(£8,018)** underspending relating to the Rates budget. The budget was set including an estimated increase in consideration of the larger facility from 2012/13. The rateable value and subsequent charge has been received and is lower than the estimated level.

### 7.3 *Supplies and Services*

An under spend of **(£8,250)** is projected in relation to Supplies and Services. The reasons for this are highlighted below:

- The reduction in actual and projected Masterplan sales (highlighted later in the report) indicates that the costs for Masterplan memorials will also reduce. This will result in a forecast saving of **(£4,100)**;
- The BACAS licence charge for 2012/13 has been received at **(£150)** less than budgeted;
- Due to the projected increase (over the level budgeted) in cremations during 2012/13 the Medical Referees Costs is also projected to increase resulting in an over spend of **£495**;
- The Public Book of Remembrance Visual Reference System will not be completed during this financial year resulting in an under spend of **(£3,290)** against this budget;
- Additional upgrades to the IT system have been undertaken totalling **£575**;

- The Service Booklets were purchased during the 2011/2012 financial year therefore the **(£1,000)** budget will not be utilised in 2012/13; and
- Due to involvement in the capital project, the attendance by the Superintendent & Registrar at various conferences has reduced. This has resulted in a forecast saving of **(£780)** this year.

#### 7.4 *Agency and Contracted*

An under spend of **(£8,339)** is forecast in connection with Agency and Contracted services details are as follows:

- The cost of the Environmental Protection Licence Fee is **(£339)** lower than budgeted; and
- The budget of **(£8,000)** for the Independent Testing of the Cremator & Abatement Equipment will not be required in the current financial year. The recent installation of the new Cremators included such testing and such costs have therefore been funded via the Cremator Replacement Capital budget.

#### 7.5 *Income*

It is anticipated that there will be reduction in income from the 2012/13 budget totalling **£1,000**. The main reasons detailed below.

- Income from memorial sales for the period up to 31 August 2012 is significantly lower than in previous years. It is considered that a similar trend will arise throughout the year and therefore an estimated reduction in the sale of large plaques, vase blocks, columbaria units and Seats of **£16,000** has been factored into the outturn position. Members will recall a similar position in the 2011/12 final outturn and as such the budget setting process for the next financial year will take this into consideration;
- To date, the cremation numbers are 39 higher than that recorded in the comparative period last year. The outturn has taken into consideration a prudent increase of 25 additional cremation numbers to budget, totalling an additional **(£15,000)**. The outturn allows for a total of 2,070 cremations during the 2012/13 financial year. There were 2,200 cremations in 2011/12.

#### 7.6 *Earmarked Reserves*

Contributions from the revenue surplus towards earmarked reserves are forecast as £130 additional to budget.

The retained reserves of the CDCJC at 31 March 2013 are forecast to be £565,111 along with a General Reserve of £424,060, giving a forecast total reserves and balances position of £989,171 at the year end.

## 8 Cremator Replacement and Redevelopment Project

	<b>Original Budget £</b>	<b>Actual Spend and Final Outturn £</b>	<b>Variance to Budget £</b>
Cremator Equipment	1,298,115	1,302,999	4,884
Building and Redevelopment Works	801,060	868,997	67,937
Fees / Project Mgmt Costs	225,500	224,856	(644)
Contingency / Variations	74,750	0	(74,750)
<b>TOTAL</b>	<b>2,399,425</b>	<b>2,396,852</b>	<b>(2,573)</b>

8.1 As can be seen from the table above, the Cremator Replacement and Redevelopment programme has been managed and delivered within the £2.4m budget, this has been possible by working with the in house construction teams and by using value engineering to manage risks and variations as they arose.

### Recommendations and Reasons

9 It is recommended that:-

- Members note the April to August 2012 revenue spend financial monitoring report and associated provisional outturn position at 31 March 2013.
- Members note the cremator replacement project and redevelopment Capital Project spend and associated final outturn.

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**Contact(s): Paul Darby, Head of Finance – Financial Services**  
**Tel: 03000 261 930**

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## **Appendix 1: Implications**

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### **Finance**

Full details of the year to date and projected outturn financial performance of the Durham Crematorium are included within the body of the report.

### **Staffing**

There are no staffing implications associated with this report.

### **Risk**

The figures contained within this report have been extracted from the General Ledger, and have been scrutinised and supplemented with information supplied by the Superintendent and Registrar. The projected outturn has been produced taking into consideration the spend to date, trend data and market intelligence, and includes an element of prudence. This, together with the information supplied by the Superintendent and Registrar, should mitigate the risks associated with achievement of the forecast outturn position.

### **Equality and Diversity / Public Sector Equality Duty**

There are no Equality and Diversity implications associated with this report.

### **Accommodation**

There are no Accommodation implications associated with this report.

### **Crime and Disorder**

There are no Crime and Disorder implications associated with this report.

### **Human Rights**

There are no Human Rights implications associated with this report

### **Consultation**

None. However, Officers of Spennymoor Town Council were provided with a copy of the report and given opportunity to comments / raise any detailed queries on the contents of this report in advance of circulation to members of the CDCJC.

### **Procurement**

None

### **Disability Discrimination Act**

None

### **Legal Implications**

The outturn proposals contained within this report have been prepared in accordance with standard accounting policies and procedures.

**Central Durham Crematorium  
Joint Committee**

**26 September 2012**

**Risk Register Update 2012 / 13**



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**Joint Report of Terry Collins – Corporate Director: Neighbourhood Services; Don McLure – Corporate Director: Resources and Treasurer to the Joint Committee**

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**Purpose of the Report**

1. To provide an update with regards to the Risk Register for the Durham Crematorium Committee, in accordance with the arrangements established for the routine reporting of risk issues.

**Background**

2. A Risk Assessment report was presented to Members at the 25<sup>th</sup> January 2012 meeting which included a comprehensive risk register that identified all known risks of a Service and Operational nature, with all risks scored using the Durham County Council methodology and approach to Risk Management. In approving the report, the Committee committed to regular monitoring and reporting of both strategic and operation risks.

**Risk Assessment – September 2012**

3. The Risk Register considered and approved by the Joint Committee in January 2012 has been reviewed, reassessed and updated in accordance with the Durham County Council methodology/approach to Risk Management. This entails an assessment of both the gross and net risk from each area, the difference between the gross and net risk score being that the net risk result is after taking into account existing control measures. Full details of the Durham County Risk Management Methodology are set out at Appendix 2.
4. In line with the previous reports, two risk registers have been prepared, separately identifying Service and Operational risks.
5. Both sections of the Risk Register have been reviewed by the Risk Officer responsible for Neighbourhood Services and the Superintendent and Registrar. Net risk ratings have been agreed by consensus and actions to mitigate and/or tackle issues arising from the individual risks have been agreed for the forthcoming year.
6. The service risks (i.e. those that are key to the service achieving its strategic objectives and priorities for improvement, linked to service improvement plans and the budget setting cycle) have been plotted onto a risk matrix, based on Net Risk Scores. This is set out in Appendix 3. The risk matrix plots the risk to a grid based upon the assessment of likelihood and impact scores. The higher a risk is towards the top right corner of the matrix the more significant the risk is to the service.

7. Risk 14 “Inability to meet 2012 legislation changes” has been closed due to the completion of the installation of new cremator and abatement equipment which has successfully been independently tested to confirm it meets with the new legislation requirements.
8. The outstanding action for Risk 5 “Disclosure of confidential information through the incorrect disposal/maintenance of information” has now been completed reducing this risk to a tolerable level.
9. Only one strategic risk has outstanding actions and the detailed assessment is also included in appendix 3.
10. All other strategic risks have low Net Scores and there have been no changes to the scores following the review. These risks are all considered to be at tolerable levels.
11. As with Service Risks, the Operational Risks (i.e. those that are key to the operational areas of the service which relate to individual tasks carried out on a routine basis) have also been plotted onto a risk matrix and these are set out at Appendix 4 together with individual risk assessments for each of these. These assessments confirm that these risks are being well managed and it can be demonstrated that there is a risk culture embedded within the business.
12. Only one operational risk has an outstanding action and the detailed assessment is included in appendix 4.
13. There have been no changes to the remaining Operational Net Risk Scores following the review and all risks are considered to be at a tolerable level.
14. One new risk has been added based on the last quarterly report. “Pre-payment of bond premium is not sufficient to cover fees”. The detailed assessment regarding the financial implications of this is included in Appendix 3.
15. The emerging risk reported last quarter regarding the Local Authority becoming responsible for implementing the changes required under the reform of Health & Social Care bill regarding Death Registration, where each Local Authority will have to appoint someone to oversee these responsibilities, is still on the horizon. However, we are still awaiting clarification from the Government as to how these requirements are to be met.

### **Embedding Risk Management**

16. In order to ensure that risk management continues to be embedded and that the risk register is kept up to date, regular reviews will need to continue to be carried out to ensure any new and emerging risks are identified, existing risks are removed if no longer appropriate and existing risks are reviewed taking into account current issues.

## Conclusions

17. The original risk register has been revised and updated and rescored, where appropriate, in accordance with Durham County Council criteria.

## Recommendations and Reasons

18. It is recommended that :-

- Members of the Central Durham Joint Crematorium Committee note the content of this report and the updated position following the January review.
- The Risk Registers are kept up to date and continue to be reviewed by the Joint Committee on a half yearly basis the next one to be completed in June 2012.

## Background Papers

- Risk Assessment – Report to Central Durham Crematorium Joint Committee – 25<sup>th</sup> January 2012
- Risk Assessment – Report to Central Durham Crematorium Joint Committee – 28 September 2011
- Risk Assessment – Report to Central Durham Crematorium Joint Committee – 26 January 2011
- Risk Assessment – Report to Central Durham Crematorium Joint Committee – 29 September 2010
- Risk Assessment – Report to Central Durham Crematorium Joint Committee – 27 January 2010
- Risk Assessment – Report to Central Durham Crematorium Joint Committee – 12 June 2009
- External Audit Report – Report to Central Durham Crematorium Joint Committee – 30 October 2009

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<b>Contact:</b>	<b>Paul Darby</b>	<b>Tel: 03000 261 930</b>
	<b>Teresa Morgan</b>	<b>Tel: 0191 383 3518</b>

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## **Appendix 1: Implications**

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### **Finance**

There are no financial implications associated with this report. Exposure to financial risk is integral to the gross and net risk assessments undertaken and included in the Risk Registers attached at Appendix 3 and 4.

### **Staffing**

None

### **Risk**

The report and associated appendices sets out in detail the strategic and operational risks, control measures in place to mitigate these and improvement actions associated with these. Each risk has been scored and against the Durham County Council risk management methodology. Maintaining and continually reviewing the risk register is a key component of the control and governance framework for the Central Durham Crematorium Joint Committee.

### **Equality and Diversity / Public Sector Equality Duty**

None

### **Accommodation**

None

### **Crime and Disorder**

None

### **Human Rights**

None

### **Consultation**

Officers of Spennymoor Town Council were consulted on the contents of this report.

### **Procurement**

None

### **Disability Issues**

None

### **Legal Implications**

None

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## Appendix 2: Durham County Council Risk Management Process

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The risk management process at Durham County Council is based upon a cycle:-



Once a Risk has been identified it is analysed and evaluated as follows:-

- Likelihood X Impact (taking into account Financial + Service Delivery + Stakeholder impacts)

Initially the **Gross Risk** is assessed by scoring the impact and likelihood of the risk **without** taking account of any controls that the Council may already have in place. It is essential to determine this Gross risk, as it is the key baseline against which to evaluate this risk on an ongoing basis.

The **Net Risk** is then determined **after** taking account of any controls that the Council may already have in place, and the likelihood that the risk event may occur over a given period.

In order to calculate the scores for Likelihood and Impact the Risk Assessment criteria is used as outlined below.

After scoring the risk a decision is made whether to Tolerate, Transfer, Treat or Terminate the risk. If any control improvements or actions have been identified as a result of reviewing the risk these are allocated to a responsible officer with timescales to ensure they are carried out before the next review.

## DURHAM COUNTY COUNCIL – IMPACT FACTORS

Factor	Severity	Financial	Service Delivery/ Performance	Stakeholder and Reputation
5	Critical	> / = £15M  > 5% of Service budget	<ul style="list-style-type: none"> <li>• Inability to meet statutory duties</li> <li>• Key services can no longer be delivered – emergency actions needed, which need Cabinet approval.</li> <li>• Significant Legal Action / Challenge</li> <li>• Intervention or sanctions by regulatory body / prosecution or litigation (including corporate manslaughter)</li> <li>• Strike action which is Council-wide or service-wide in a critical Service for a long period</li> </ul>	<ul style="list-style-type: none"> <li>• Perception of the majority of potential partners and stakeholders that the Council is not 'fit to deal with'.</li> <li>• Loss of life</li> </ul>
4	Major	£5M - £15M  3% - 5% of Service budget	<ul style="list-style-type: none"> <li>• Major disruption to some statutory and / or non statutory services i.e. key service delivery adversely affected – crisis management implemented, which needs Cabinet approval.</li> <li>• Strike action which is Council-wide or service-wide in a critical Service for a short period</li> </ul>	<ul style="list-style-type: none"> <li>• Serious reputational damage to the Council regionally, nationally and internationally</li> <li>• Damage to relationships with central government or other public bodies e.g. One North-East, Environment Agency, other Councils</li> <li>• Perception of small number of potential partners and stakeholders that the Council is not 'fit to deal with'.</li> <li>• Serious injury to individual</li> </ul>
3	Moderate	£1M - £5M  1% - 3% of Service budget	<ul style="list-style-type: none"> <li>• Moderate disruption to statutory and / or non statutory services i.e. some disruption to service delivery – action plans to rectify</li> <li>• Failure of Service to maintain existing status under other Inspection regimes e.g. Ofsted</li> <li>• Resolution requires approval at CMT level</li> <li>• Limited strike action within a Service</li> </ul>	<ul style="list-style-type: none"> <li>• Results in negative Regional or National press / media coverage</li> <li>• Minor reputational damage to the County Council</li> <li>• Major criticism by other stakeholders e.g. Partners, central government</li> </ul>
2	Minor	£0.5M - £1M  0.2% - 1% of Service budget	<ul style="list-style-type: none"> <li>• Minor service disruption / customer dissatisfaction i.e. little disruption to service delivery – no long term or permanent impact on key services</li> <li>• Capable of resolution by Service Management Team</li> </ul>	<ul style="list-style-type: none"> <li>• Results in negative press coverage within County Durham</li> <li>• Minor criticism by Community</li> <li>• Minor criticism by other stakeholders e.g. Partners, central government</li> <li>• Significant number of complaints from service users</li> <li>• Serious Reputational damage to own Service area</li> </ul>
1	Insignificant	< £0.5M  < 0.2% of Service budget	<ul style="list-style-type: none"> <li>• Insignificant service disruption e.g. very little or no disruption to services</li> <li>• Impairment of quality of service</li> <li>• Capable of resolution by Head of Service and their management team</li> </ul>	<ul style="list-style-type: none"> <li>• Results in negative press coverage within the locality / ward</li> <li>• Insignificant criticism by Community</li> <li>• Insignificant criticism by other stakeholders e.g. Partners, central government</li> <li>• Insignificant number of complaints from service users</li> <li>• Minor Reputational damage to own Service area</li> </ul>

## DURHAM COUNTY COUNCIL - LIKELIHOOD FACTORS

Factor	Description	Expected Frequency
5	Highly Probable	<ul style="list-style-type: none"> <li>• <b>More than once a year</b></li> <li>• Something that is already occurring or is likely to be a regular occurrence throughout a one year period</li> <li>• Inevitable i.e. the event is expected to occur in most circumstances</li> <li>• &gt;80% chance of occurring</li> </ul>
4	Probable	<ul style="list-style-type: none"> <li>• <b>Once a year</b></li> <li>• Something that has occurred in the last year, or is likely to occur at least once throughout a one-year period.</li> <li>• Probable or where the conditions of the loss occur on a regular basis i.e. the event will probably occur in most circumstances</li> <li>• 61% to 80% chance of occurring</li> </ul>
3	Possible	<ul style="list-style-type: none"> <li>• <b>Every 1-3 years</b></li> <li>• Likely only to happen at some point over the next 1 to 3 years.</li> <li>• Possible but responding to well understood situations i.e. the event might occur at some time</li> <li>• 31% to 60% chance of occurring</li> </ul>
2	Unlikely	<ul style="list-style-type: none"> <li>• <b>Every 3-5 years</b></li> <li>• Likely only to happen at some point over the next 3 to 5 years or likely to continue to occur i.e. the event is not expected to occur</li> <li>• 11% to 30% chance of occurring</li> </ul>
1	Remote	<ul style="list-style-type: none"> <li>• <b>Over 5 years</b></li> <li>• Rare activity or is unlikely based on current intelligence i.e. the event may only occur in exceptional circumstances</li> <li>• &lt; 10% chance of occurring</li> </ul>

RISK MATRIX							
5	Highly Probable						LIKELIHOOD
4	Probable						
3	Possible		11				
2	Unlikely	4, 17	7, 10, 15	3 & 18			
1	Remote	5, 12, 13, 16	1, 2, 6, 8	9			
		Insignificant (Score 1-3)	Minor (Score 4-6)	Moderate (Score 7-9)	Major (Score 10-12)	Critical (Score 13-15)	
		IMPACT					

<b>Risk. No.</b>	<b>Risk – Ranked by Risk Number</b>	<b>Net Risk Score</b>	<b>Ranking</b>
1	Not implementing changes in legislation	6	8
2	Non compliance with the new fire order	6	8
3	Impact of staff morale due to uncertainty over Job Evaluation and Single Status	14	2
4	Sickness absence of key staff	6	8
5	Disclosure of confidential information through incorrect disposal / maintenance of information	5	13
6	Failure of Cremators / Specialist Equipment	6	8
7	ICT and Power Failure	10	4
8	Loss of Income/Money	5	13
9	Breakdown of Partnership	7	7
10	Loss of knowledge and ability to cover existing workload through premature staff loss	10	4
11	Managing excess deaths	12	3
12	Financial Losses due to reputation	3	15
13	Contractual failure in relation to future planned projects or maintenance leading to financial claims or losses and loss of reputation and income e.g. Replacement of Cremators	3	15
14	Inability to meet 2012 legislation changes (Closed Sept 2012)		
15	Inability to recruit appropriately qualified staff at short notice	10	4
16	Lack of awareness of the Impact of Equalities, DDA, Access to Services and Age Legislation	3	15
17	Damage to Public or Vehicles due to tree branches falling	6	8
18	Pre-payment of bond premium is not sufficient to cover fees.	16	1

<b>Risk. No.</b>	<b>Risk – Ranked by Net Risk Score</b>	<b>Net Risk Score</b>	<b>Ranking</b>
18	Pre-payment of bond premium is not sufficient to cover fees.	16	1
3	Impact of staff morale due to uncertainty over Job Evaluation and Single Status	14	2
11	Managing excess deaths	12	3
7	ICT and Power Failure	10	4
10	Loss of knowledge and ability to cover existing workload through premature staff loss	10	4
15	Inability to recruit appropriately qualified staff at short notice	10	4
9	Breakdown of Partnership	7	7
1	Not implementing changes in legislation	6	8
2	Non compliance with the new fire order	6	8
4	Sickness absence of key staff	6	8
6	Failure of Cremators / Specialist Equipment	6	8
17	Damage to Public or Vehicles due to tree branches falling	6	8
5	Disclosure of confidential information through incorrect disposal / maintenance of information	5	13
8	Loss of Income/Money	5	13
12	Financial Losses due to reputation	3	15
13	Contractual failure in relation to future planned projects or maintenance leading to financial claims or losses and loss of reputation and income e.g. Replacement of Cremators	3	15
16	Lack of awareness of the Impact of Equalities, DDA, Access to Services and Age Legislation	3	15
14	Inability to meet 2012 legislation changes (Closed Sept 2012)		

DESCRIPTION OF RISK		
Business Unit	Durham Crematorium	
Priority Theme	11/07-Alltogether Better Council	
High level objective	Improving efficiency and value for money	
Risk 18	Pre-payment of bond premium is not sufficient to cover fees.	
Risk Owner	Alan Jose	
Detail of Risk	Pre-payment of bond premium is not sufficient to cover fees.	
BACKGROUND TO RISK EVENT		
Risk Causes	1. The fixed fee paid up front is not sufficient to cover future costs due to increases in inflation. 2. Take up is rate not as high as anticipated. 3. Insufficient Investment return on income.	
Potential Impact	1. Loss of future profits. 2. Adverse impact on Service Budget.	
GROSS RISK ASSESSMENT		
Financial Impact (1 to 5)	1	
Service Delivery Impact (1 to 5)	4	
Stakeholder Impact (1 to 5)	3	
Total Gross Impact Score (sum above)	8 (Moderate)	
Likelihood (1 to 5)	4 (Probable)	
Total Gross Risk Score (Total Impact * Likelihood)	32	
Existing Control Measures		
<ul style="list-style-type: none"> <li>• Front load with a premium approximate (20%) payment to start.</li> <li>• Draw down on prepayments.</li> <li>• Review of premiums at least annually, and premium increased where necessary.</li> <li>• Income invested not spent.</li> <li>• Accounts and investments will be monitored by the FSA.</li> </ul>		
NET RISK ASSESSMENT		
Financial Impact (1 to 5)	1	
Service Impact (1 to 5)	4	
Stakeholder Impact (1 to 5)	3	
Total Net Impact Score (sum above)	8 (Moderate)	
Likelihood (1 to 5)	2 (Unlikely)	
Total Net Risk Score (Total Impact * Likelihood)	16	
CONCLUSION		
TOLERATE; TRANSFER; <b>TREAT</b> ; TERMINATE		
CONTROL IMPROVEMENTS/ ACTIONS		
Activity	Responsible	Timescales
0001 – Review take up and age profile of plans sold to monitor premium.	A Jose	31/12/13
0002 – Register with FSA.	A Jose	31/03/13
Completed by	Date	
A Jose/ T Maddison	10/09/12	

RISK MATRIX							
5	Highly Probable						LIKELIHOOD
4	Probable						
3	Possible						
2	Unlikely		5				
1	Remote	7,8	2,3,4,6	1			
		Insignificant (Score 1-3)	Minor (Score 4-6)	Moderate (Score 7-9)	Major (Score 10-12)	Critical (Score 13-15)	
		IMPACT					

Risk No.	Risk – Ranked by Risk Number	Net Risk Score	Ranking
1	Injury to staff and visitors	7	2
2	Exterior Pathways, Steps and Grounds	5	3
3	Use of hand tools and machinery for gardening on site, driveway and car park	5	3
4	Cleaning, Maintenance and Gardening Duties	5	3
5	Risk Assessments and Reviews not undertaken	10	1
6	Violent or other Assault on officer whilst lone working	5	3
7	Limited Space in Office Area	3	7
8	Slips, trips and falls	3	7

<b>Risk. No.</b>	<b>Risk – Ranked by Net Risk Score</b>	<b>Net Risk Score</b>	<b>Ranking</b>
<b>5</b>	<b>Risk Assessments and Reviews not undertaken</b>	<b>10</b>	<b>1</b>
<b>1</b>	<b>Injury to staff and visitors</b>	<b>7</b>	<b>2</b>
<b>2</b>	<b>Exterior Pathways, Steps and Grounds</b>	<b>5</b>	<b>4</b>
<b>3</b>	<b>Use of hand tools and machinery for gardening on site, driveway and car park</b>	<b>5</b>	<b>4</b>
<b>4</b>	<b>Cleaning, Maintenance and Gardening Duties</b>	<b>5</b>	<b>4</b>
<b>6</b>	<b>Violent or other Assault on officer whilst lone working</b>	<b>5</b>	<b>4</b>
<b>7</b>	<b>Limited Space in Office Area</b>	<b>3</b>	<b>8</b>
<b>8</b>	<b>Slips, trips and falls</b>	<b>3</b>	<b>8</b>

DESCRIPTION OF RISK		
Business Unit	Durham Crematorium	
Risk	7	
Risk Owner	Alan Jose	
Detail of Risk	Operational Risk Limited space in office area	
BACKGROUND TO RISK EVENT		
Risk Causes	<ul style="list-style-type: none"> <li>Not sufficient space for staff using office area</li> </ul>	
Potential Impact	<ul style="list-style-type: none"> <li>Injury to staff</li> </ul>	
GROSS RISK ASSESSMENT		
Financial Impact (1 to 5)	1	
Service Delivery Impact (1 to 5)	1	
Stakeholder Impact (1 to 5)	1	
<b>Total Gross Impact Score (sum above)</b>	<b>3</b>	
Likelihood (1 to 5)	1	
<b>Total Gross Risk Score (Total Impact * Likelihood)</b>	<b>3</b>	
Existing Control Measures		
<ul style="list-style-type: none"> <li>Furniture moved to provide maximum space around desks</li> <li>Shelves checked to ensure they are secure and sturdy</li> </ul>		
NET RISK ASSESSMENT		
Financial Impact (1 to 5)	1	
Service Impact (1 to 5)	1	
Stakeholder Impact (1 to 5)	1	
<b>Total Net Impact Score (sum above)</b>	<b>3</b>	
Likelihood (1 to 5)	1	
<b>Total Net Risk Score (Total Impact * Likelihood)</b>	<b>3</b>	
CONCLUSION		
<ul style="list-style-type: none"> <li><b>TOLERATE</b> after taking into account existing control measures and planned actions</li> </ul>		
CONTROL IMPROVEMENTS/ ACTIONS		
Activity	Responsible	Timescales
1. Accommodation issues have been addressed in the plans for the new extension proposed for the crematorium.	A Jose	31/07/12
Completed by		Date
T Maddison/A Jose		09/09/11