



29/9

An Agreement

made this 7th day of

September

One thousand nine hundred and seventysix BETWEEN THE DISTRICT

COUNCIL OF DERWENTSIDE of the one part and THE BOROUGH COUNCIL OF GATESHEAD of the other part

WHEREAS :-

(1) This Deed is supplemental to an Agreement (hereinafter called "the Agreement") dated the twenty-sixth day of May One thousand nine hundred and sixty-four and made between the Urban District Council of Stanley (1) the Urban District Council of Consett (2) the Urban District Council of Blaydon (3) and the Urban District Council of Whickham (4) which contains provisions agreements and stipulations for the establishment and organisation of a Joint Crematorium Committee

(2) By virtue of the Local Government Act 1972 the benefit and liability of the said provisions agreements and stipulations contained in the Agreement and which formerly affected the said Urban District Council of Stanley and the said Urban District Council of Consett are now transferred to the District Council of Derwentside and the benefit and liability of the said provisions agreements and stipulations which formerly affected the said Urban District Council of Blaydon and the said Urban District Council of Whickham are now transferred to the Borough Council of Gateshead

(3) Sections 91 and 93 of the Local Government Act 1933 referred to in the Agreement have now been repealed and replaced as slightly amended by Section 101 and 103 respectively of the Local Government Act 1972

(4) The Councils parties hereto have passed the necessary resolutions for the purpose of entering into this Agreement and have agreed that the Agreement shall be varied in manner hereinafter appearing

NOW THIS DEED WITNESSETH by virtue of the Local Government Act 1972 and of every other power (if any) then respectively hereunto enabling the Councils parties hereto hereby agree that the terms of the Agreement shall continue to govern the rights and duties of the aforementioned Joint Crematorium Committee except in so far as the same are inconsistent with the within-written agreement and in particular the terms of the Agreement shall be varied as follows :-

1. A Crematorium Joint Committee shall be and is hereby formed in accordance with Clause 1 of the Agreement save that it shall be known forthwith as the Mountsett Crematorium Joint Committee (hereinafter referred to as the Crematorium Joint Committee) and the members thereof shall be appointed by the Councils parties hereto out of their respective bodies and not as set out in the Agreement
2. The number of the said members to be appointed by each of the Councils parties hereto to the said Crematorium Joint Committee shall be nine members to be appointed by the said District Council of Derwentside and seven members to be appointed by the said Borough Council of Gateshead and not as set out in Clause 2 of the Agreement

3. Both of the Councils parties hereto hereby agree with one another that they will not for a period of thirty years from the twenty-sixth day of May One thousand nine hundred and sixty-four without the consent or approval of the other and subject to such conditions as may be imposed by the other as a condition of giving any such consent or approval take any step or action with a view to terminating their obligations and liabilities under the Agreement as varied by this Agreement

4. Both of the Councils parties hereto hereby agree with one another that if it should appear desirable to an absolute majority of the representatives of such Councils that application should be made whether by the promotion of a Bill in Parliament or to the Secretary of State for the Environment for a Provisional Order or otherwise for the establishment of a Joint Crematorium Board as a separate legal entity in lieu of the Crematorium Joint Committee established by the Agreement as varied by the provisions hereof but otherwise on the same terms and conditions as nearly as may be as are contained in the Agreement as varied as aforesaid if regard to such Crematorium Joint Committee each Council will forthwith take such action as may be necessary on its part to support any such application. All expenses incurred ^{by} either of the said Councils in and about the establishment of any such Joint Crematorium Board including the costs of any inquiries shall be deemed to be incurred by the Crematorium Joint Committee and shall be payable out of the common fund hereinafter referred to in Clause 15

5. The Crematorium Joint Committee shall and are hereby as from the date of the execution of this Agreement authorized to provide and maintain a fully equipped crematorium of a sufficient size to serve the inhabitants of the area comprising the respective districts of each of the Councils parties hereto (which said area is hereinafter called the Joint Crematorium District) and for that purpose by themselves or their trustees to acquire by purchase or otherwise the land necessary for the site of the said crematorium

6. The Crematorium Joint Committee shall and are hereby authorized to provide the said crematorium with a proper system of drainage and a sufficient supply of proper water and of gas electricity or other means of lighting and heating and to connect the said crematorium with any system of telegraphs and telephones and to furnish the said crematorium with the necessary appliances and furniture required for the purpose of the reception and cremation of human remains therein including such buildings or erections and equipment as may be required for the retention or disposal as the case may be of the ashes of human remains

7. The said land and crematorium together with all fixtures and fittings thereto as provided under Clause 5 and 6 hereof shall be owned by the Councils parties hereto in the following percentages

The District Council of Derwentside 60%

The Borough Council of Gateshead 40%

8. The said crematorium shall be exclusively under the control and management of the Crematorium Joint Committee and the services of the crematorium shall be available

for the cremation and the retention or disposal of the ashes of persons dying within or without the joint crematorium district on payment of such charges and subject to such terms and conditions as the Crematorium Joint Committee may fix with such consents or approvals only as are required by law in regard to such charges terms and conditions

9. Meetings of the Crematorium Joint Committee shall be held and the proceedings thereat shall be conducted in accordance with the rules as to meetings and proceedings contained in Parts III and V of the Third Schedule to the Local Government Act 1953

10. The Crematorium Joint Committee may from time to time make such rules and regulations for the conduct and management of the said crematorium as they shall consider necessary

11. The Crematorium Joint Committee may appoint or employ such officers and servants as may be necessary for the efficient management and conduct for the purposes aforesaid of the said crematorium and may make regulations with respect to the duties and conduct of the said officers and servants and may pay them such reasonable salaries wages or allowances as the Crematorium Joint Committee may think proper and every such officer and servant so appointed or employed as aforesaid shall (subject to the terms of their respective appointments) be removable by the Crematorium Joint Committee at their pleasure. The Crematorium Joint Committee may also make such provision as to the inclusion of their officers and servants within a superannuation scheme as may be practicable and to pay such contributions in respect of such officers and servants according to such superannuation scheme and any additional contributions as they may think proper

12. The Crematorium Joint Committee shall pay and discharge all debts liabilities and expenses incurred or to be incurred for or in connection with the provisions of the said crematorium in accordance with this Agreement

13. The Crematorium Joint Committee shall keep and cause to be kept proper books of account of their income and expenditure under this Agreement. The said books of account and all vouchers for the income and expenditure of the Crematorium Joint Committee shall be open to inspection at all reasonable times by any person duly appointed in writing for that purpose by either of the Councils parties hereto and a copy of any such appointments purporting to be signed by the Chief Executive Officer of the Council making the same shall be conclusive evidence thereof for the purpose of such inspection

14. The Joint Committee shall as soon as 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 thirtyfirst day of March in any year) send to both of the Councils parties hereto a report on the operations of the Crematorium Joint Committee during such financial year and a copy of the final accounts of the Crematorium Joint Committee for such financial year this provision being in addition to and not in substitution for their obligations to furnish to each of the Councils parties hereto copies of the auditor's report on such accounts and of the financial statement thereof

under regulations eight of the Audit Regulations 1934

15. (1) All expenses incurred and deemed to be incurred by the Crematorium Joint Committee under this Agreement shall be paid out of a common fund to which all receipts of the Crematorium Joint Committee shall be carried and to which each of the Councils parties hereto shall contribute in the following proportions :

The District Council of Derwentside.	60%
The Borough Council of Gateshead	40%

with effect from the first day of April One thousand nine hundred and seventyfive

PROVIDED that the proportion of contributions mentioned above may be varied in subsequent years by agreement between the Councils parties hereto

(2) the Joint Committee may -

- (a) use 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 as 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 money to be received by the Joint Committee whether from the Councils parties hereto in accordance with the Agreement as varied by this Agreement or from the operation of the crematoria established by the Crematorium Joint Committee will become available

and the Joint Committee shall as soon as practicable return to each of the Councils the amount of such profits or surplus not so applied by the Joint Committee in proportion to the total amounts respectively contributed by each of the Councils towards previous deficits provided that if at any time both of the constituent Councils shall already have had the total amount of their contributions towards previous deficits returned to them the Joint Committee shall pay any such unapplied profits or surplus to each of the Councils in the same proportions in which by virtue of sub-clause (1) hereof the constituent Councils would have borne a deficit in that financial year had one occurred

16. For the purpose of arranging payment from the Councils parties hereto of the sums to be contributed by them respectively as aforesaid the Crematorium Joint Committee shall before the first day of February in each year send to each of the Councils parties hereto (a) an estimate of the amount required and (b) a demand based on the proportionate basis before referred to. Where the amount due under a demand or any part of that amount is not paid on or before the date specified in the demand for payment the Crematorium Joint Committee may if they think fit require such Council to pay interest on that amount or that part of the amount and any interest so payable shall be paid by such Council to the Crematorium Joint Committee in like manner as if it were due under the demand for the purpose of the foregoing provision interest shall be calculated at two per centum above the Bank of England minimum lending rate and shall commence to run from the date of payment specified in the demand except that no interest shall be charged in respect of any day before the expiration of six weeks from the commencement of the financial year

or financial half year as the case may be in respect of which the demand was issued

17. Any sum mentioned in a demand addressed by the Crematorium Joint Committee to either of the Councils parties hereto or deemed to be due under the demand by Clause 16 hereof and not paid by that Council within the time limited by the demand in that behalf shall as between the Councils parties hereto be deemed to be a debt due from the defaulting Council to the Council entitled to the benefit of the contribution other than the defaulting Council and may be recovered from the defaulting Council accordingly in any court of competent jurisdiction by action brought by the Council entitled to the benefit of the contribution other than the defaulting Council

18. In the case of any doubt arising as to what are expenses or demands within the meaning of this Agreement the decision of the Crematorium Joint Committee shall be conclusive

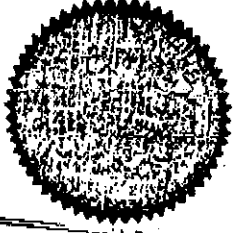
19. (1) If the Crematorium Joint Committee shall at any time require to incur capital expenditure for the acquisition of property or the construction of works or for other capital purposes in connection with the provision of crematoria then (unless the Crematorium Joint Committee shall in their discretion decide to defray such expenditure out of revenue) the said District Council of Derwentside (or the said Borough Council of Gateshead if the said Borough Council of Gateshead shall at the request of the Crematorium Joint Committee so agree) shall subject to the consent of the Secretary of State for the Environment or other appropriate authority borrow or shall pay to the Crematorium Joint Committee the amount thereof in such sum and at such times as the Crematorium Joint Committee shall direct and subject as aforesaid the borrowing thereof shall be for such periods at such rates of interest and on such terms and conditions as to mode of repayment and otherwise as the Crematorium Joint Committee may reasonably prescribe or approve

(2) Subject as is hereinafter provided the Crematorium Joint Committee shall from time to time pay to the said District Council of Derwentside or the said Borough Council of Gateshead as the case may be the amounts of all interest and all instalments of principal or sinking fund contributions as and when the same shall become due and the cost of taking up any loans raised for such purposes by the said District Council of Derwentside or the said Borough Council of Gateshead as the case may be

20. The Crematorium Joint Committee may and are hereby authorized with any necessary consent of the Secretary of State for the Environment to let for any term any lands which shall have been acquired for the purposes of this Agreement and which shall not be immediately required therefor

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

THE COMMON SEAL of the DISTRICT COUNCIL OF DERWENTSIDE was hereunto affixed in the presence of :-



[Signature]
CHAIRMAN.

[Signature]
CHIEF EXECUTIVE OFFICER.