

**CONTRACT FOR THE PROVISION OF
FUNERAL SERVICE ARRANGEMENTS
(FOR PUBLIC HEALTH FUNERALS)
IN THE LONDON BOROUGH OF REDBRIDGE
FOR THE PERIOD
1ST APRIL 2019 TO 31ST MARCH 2022**

SPECIFICATION

VOLUME B

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1. Introduction

- 1.1 This Specification forms part of the Contract between the London Borough of Redbridge ("the Authority") and the Provider as the responsible organisation for the overall management of the Provision of Funeral Service Arrangements in the London Borough of Redbridge ("the Contract").
- 1.2 The Provider shall undertake the Provision of Funeral Service Arrangements ("the Service") as detailed in this Specification (Volume B) and in accordance with the Conditions of Contract (Volume A).
- 1.3 The Contract shall commence on 1st April 2019 and, subject to satisfactory performance, shall operate for a period of three (3) years, terminating at midnight on 31st March 2022 ("the Contract Period"). At the sole discretion of the Authority and subject to the satisfactory performance of the Provider, the Contract Period may be extended in such period or periods as the Authority deems appropriate up to a maximum of two (2) years, providing a possible total Contract Period to midnight on 31st March 2024.
- 1.4 This Specification (Volume B) shall be read in conjunction with the other Contract Documents, including but not limited to, the Conditions of Contract (Volume A) and any background information as was contained in the Contract Documents and which the Provider is deemed to have taken into consideration in their Tender. All definitions and terms contained in the Conditions of Contract (Volume A) shall, unless expressly stated otherwise, apply to this Specification as if they were repeated within this Specification. The Provider shall not seek additional monies in the performance of the Service in respect of matters which, even if not contained in this Specification, the Provider was given notice of in any of the other Contract Documents.
- 1.5 Nothing contained in this Specification absolves the Provider from complying with any legislative standards, practices or such like applicable to the performance of the Service. In performing the Service, the Provider shall be required, as a minimum, to comply with all applicable legislation irrespective of whether such requirements are expressly referred to in this Specification or the Conditions of Contract.
- 1.6 For the purposes of this specification and contract the Contracts Officer is known as the 'Authorised Officer'.

2. Legislation

- 2.1 The Authority has a statutory duty under the provisions of Section 46 of the Public Health (Control of Disease) Act 1984 to undertake the funeral of a deceased person, whose death has occurred in the borough of Redbridge and where no other arrangements have been made, or are about to be made.

3. Service Provision

- 3.1 The Authority arranges Burials and Cremations, for residents who have died or have been found dead within the Authority's boundaries be it in hospital, Council or Private Care Homes (including both residential and nursing), or their own homes where there is no family or third party to complete the funeral arrangements. This includes persons who may be of no fixed abode, and die within the geographical boundary of the London Borough of Redbridge, but excludes all referrals from Clinical Commissioning Group's or other Health Organisations.
- 3.2 The Provider shall arrange a funeral, be it burial or cremation, in accordance with the requirements of this Specification on behalf of the Authority.
- 3.3 The table below demonstrates the number of funerals the Authority has arranged in the period from April 2014 to November 2018. These figures are indicative only and the Authority does not guarantee the number of funerals that the Provider will be required to arrange.

Figure 1: Number of Authority Funerals undertaken (Apr 2014 - Nov 2018)

Year (1st April - 31st March)	Total number of Funerals	Number of Cremations	Number of Burials
2014-15	21	18	3
2015-16	20	19	1
2016-17	23	19	4
2017-18	19	16	3
Apr 18 - Nov 18	17	15	2

- 3.4 The Authority's Funeral and Protection of Property Officer will notify the Provider of the need to arrange a funeral specifying all the necessary funeral requirements.
- 3.5 The Provider shall collect the deceased for complete burial or cremation in accordance with this Specification, as instructed by the Authority's Funeral and Protection of Property Officer.

- 3.6 The Provider shall remove bodies from designated local mortuaries and Care Homes within the Authority's boundaries into their care prior to funeral services, as authorised by the Authority's Funeral and Protection of Property Officer.
- 3.7 The Provider shall attend any location as is necessary for the purpose of measuring the body, and will ensure that the body is placed in the coffin not later than the evening of the day immediately following the receipt by the Provider of notice of death, and shall provide the proper assistance needed for so doing.
- 3.8 The Provider shall ensure that all coffins provided for burials or cremations shall be of the correct size, suitable for cremation or burial; meeting the minimum requirements as agreed by the Funeral Furnishing Manufacturers Association and all arrangements shall be under Section 46 of the Public Health Act 1984 and include any updates and other legislative requirements. The Provider shall ensure that two pairs of handles are fitted to each side and a nameplate, with name, age and date of death of the deceased is secured to the lid of the coffin.
- 3.9 The Provider shall use the City of London Cemetery and Crematorium, Aldersbrook Road, Manor Park, London, E12 5DQ, for all burials or cremations, as they provide access to public graves, unless instructed otherwise instructed by the Authority's Funeral and Protection of Property Officer.
- 3.10 The Provider shall provide a motor hearse. Only one body shall be carried in the hearse, except in the case of two members of the same family, as may be instructed by the Authority's Funeral and Protection of Property Officer. A small floral tribute will also be provided.
- 3.11 The Provider shall arrange for the attendance of the Minister of the appropriate religious denomination or non-denomination (such as Humanist), as instructed by the Authority's Funeral and Protection of Property Officer and, where necessary, shall arrange the preparation of the grave.
- 3.12 The Provider shall arrange the time of the funeral so that the relatives and friends of the deceased receive a minimum of four (4) days' notice where possible - either in writing, or by phone - unless otherwise agreed by the Authority's Funeral and Protection of Property Officer.

- 3.13 At the interment, the Provider shall provide for the attendance of four (4) bearers and the person performing the office of Undertaker. The Provider shall ensure that the Undertaker, the bearers, and the drivers of the hearse and cars, shall all be suitably dressed for the occasion, wearing the appropriate smart attire.
- 3.14 The Provider shall ensure that the funeral procession arrives at the burial ground or Crematorium on the correct day, and punctually at the time specified in the Cemetery booking and shall ensure that the funeral is conducted with every respect and reverence.
- 3.15 The Provider shall maintain confidentiality in respect of all information held in connection with the Service including ensuring that all data held electronically or otherwise fully complies with the requirements of the General Data Protection Regulation 2018.
- 3.16 The Provider shall comply with all relevant legislation in force at any time during the Contract Period relating to the establishment and provision of the Service.
- 3.17 The Provider shall be affiliated to a professional body relevant to the industry they work within and have and maintain the appropriate accreditation to demonstrate that the service is being delivered to the industry standards. These shall include, but are not limited to the following: (1) National Federation of Funeral Directors (NAFD); (2) British Institute of Funeral Directors (BIFD); (3) The Society of Allied Independent Funeral Directors (SAIF).

4. Service Referrals, Eligibility Criteria and Diversity

4.1 Referrals

- 4.1.1 The Provider shall only accept referrals for the use of the service from the Authority's designated Funeral and Protection of Property Officer. Referrals to the Funeral and Protection of Property Officer are sent from the Coroner's Office, Social Workers, Care Homes and families of the deceased who are unable or unwilling to deal with the funeral.
- 4.1.2 These referrals can be made electronically, by telephone or in person. All details (including any specific religious beliefs/cultural requirements of the deceased) will be confirmed in writing, normally via email.
- 4.1.3 This excludes referrals from Clinical Commissioning Group's or other Health Organisations.

4.2 Eligibility Criteria

- 4.2.1 This Service is only eligible to those deceased residents, who have died or have been found dead within the Authority's boundaries be it in hospital, Council or Private Care Homes (including both residential and nursing), or their own homes where there is no family or third party to complete the funeral arrangements. This includes persons who may be of no fixed abode, and die within the geographical boundary of the London Borough of Redbridge, using the authorised referral routes outlined in section 4.1.
- 4.2.2 This eligibility criteria is applicable to both adults and children (if required).

4.3 Diversity

- 4.3.1 The Provider shall demonstrate awareness of the diversity of the London Borough of Redbridge and shall be responsive to these needs.
- 4.3.2 The Provider shall make special arrangements for funerals that are conducted in accordance with any specific religious beliefs/cultural requirements of the deceased.
- 4.3.3 The Provider shall collect and submit to the Authorised Officer the equalities information on a quarterly basis as outlined in Section 9: Key Delivery Activity.

5. Service Availability

5.1 Methods of Contact

- 5.1.1 The Provider shall provide a range of methods of contact which shall include, but not be limited to telephone, e-mail, letter and face to face contact in the office.

5.2 Access and Availability of the Service

- 5.2.1 The Provider shall ensure that it has the necessary accommodation, equipment in place to effectively deliver the Service and that it operates from premises suitable for the intended purpose, easily accessible by public transport and shall meet all relevant disability access standards.
- 5.2.2 The Provider shall as required provide Funeral Services as defined in sections 2.1 and 3 (actual burials and cremations including a service if required), for the

Authority between the working hours of 9am to 10.30am, (the City of London Cemetery and Crematorium operate a reduced fee between these times) Monday to Friday, all year round with the exception of public holidays and weekends, where this is not required. The Provider shall on occasion and on the instruction from the Authority's Funeral and Protection of Property Officer, be required to arrange a funeral outside of this time slot on a Monday to Friday only (excluding Public Holidays).

- 5.2.3 The Provider shall provide a contact telephone number (local rate) and email address during the Authority's office hours (9am to 5pm) for the Authority's Funeral and Protection of Property Officer to be able to contact the Provider.
- 5.2.4 The Provider is required to have a twenty-four hour (24hr), Out-of-Hours service.

6. Provision of Staff for delivery of the Service

- 6.1 The Provider shall provide a suitably qualified person to be the key contact and liaison for the Service and work with the Authority's Funeral and Protection of Property Officer and be available for contact during the time specified in section 5.2.3.
- 6.2 The Provider shall provide a lead contact person from their organisation who shall liaise with and be available for contact, by both the Authority's Funeral and Protection of Property Officer and the Authorised Officer in respect of the service during the specified hours as outlined in section 5.2.3.
- 6.3 The Provider shall engage sufficient qualified/trained persons, to deliver the Service to the Contract Standard at all times. This shall include, but not be limited to allowing for staff holidays, sickness absence, maternity/paternity leave and training.
- 6.4 The Provider shall be responsible for managing the process of recruiting and maintaining the necessary staff to provide the Service. This also includes guaranteeing that during periods of staff absence such as sickness and holidays, the Service will not be adversely affected and that arrangements for cover are made which enable the Service to continue in accordance with the requirements contained in this Specification.
- 6.5 The Provider shall ensure that all staff have the appropriate qualifications and/or training and experience applicable to conduct the nature of the work.

This information will be regularly checked by the Authorised Officer during the scheduled monitoring returns/visits.

- 6.6 The Provider shall ensure that all staff receive the necessary supervision, wellbeing, support and professional development.
- 6.7 The Provider shall comply with the requirements of all Acts, Regulations and Orders relating to the employment of staff in connection with the Contract.
- 6.8 The Provider shall have robust recruitment, retention and staff development policies and procedures. These policies and procedures shall cover areas such as induction, disciplinary and grievances.
- 6.9 The Provider's staff shall at all times behave reasonably, responsibly and professionally when carrying out their duties and not act in any way that could discredit or embarrass the Authority. The Provider shall ensure courtesy and helpfulness in all dealings with the Authority's Officers and others (including relatives/associates of the deceased person).
- 6.10 The Providers employees engaged in the provision of the Service pursuant to this Contract are to be paid (at a minimum) the London Living Wage.

7. Providers Policies and Procedures

- 7.1 The Provider shall have in place all relevant policies and procedures (as required by legislation) and update these on an annual basis, or as and when required in addition to the annual requirement.
- 7.2 The Provider shall be responsible for complying with the requirements of the Health and Safety at Work Act 1974, and any other Acts, Regulations or Orders relating to Health and Safety.
- 7.3 The Provider shall have, as a minimum, the following policies and procedures by which the Service provision is governed and the Provider shall have a mechanism in place to ensure that all relevant individuals have read, understood and are applying those policies or procedures. These policies and procedures shall include, but not be limited to:
 - Accident and Incident Reporting
 - Business Continuity Plan
 - Codes of Conduct
 - Complaints (see section 7.4) and Compliments

- Confidentiality and General Data Protection Requirements (GDPR) Policy
- Disability Policy
- Employee Disciplinary and Grievances
- Equality and Diversity
- Health and Safety (including Risk Assessment, Emergency Planning, Safe Working, COSHH, Infection Control, Manual Handling)
- Quality Standards and Assurance (including standard setting, monitoring, and review processes, to ensure the required service quality is maintained)
- Recruitment and Selection (including Staff Induction)
- Risk Management
- Safeguarding
- Staff Development and Training
- Staff Wellbeing
- Volunteering Protocol
- Whistle Blowing

7.4 Complaints

- 7.4.1 The Provider shall have in place a complaints policy and procedure, which sets out clear instructions for dealing with complaints.
- 7.4.2 Where the complaint has been received by the Authority, the Authority's complaints procedure will be instigated where necessary.
- 7.4.3 Any person, who qualifies under the relevant complaints legislation to make a complaint, shall not be denied the right to make a complaint through either procedure.
- 7.4.4 The Provider shall maintain a written record of all complaints received, including numbers and types received and their outcomes, in a format agreed with the Authority. The monitoring of complaints will be discussed at Monitoring Meetings. The record of complaints received must be available to both the Authorised Officer and Funerals and Protection of Property Officer on request. The record will be used by the Authority when monitoring service quality and Contract compliance in tandem with other sources of feedback.
- 7.4.5 Where complaints are received by the Authority and the Authority requires information from the Provider in order to address the complaint, the Provider shall respond with all information required within a maximum of five (5) working days of the request.

- 7.4.6 The Provider shall ensure both the Authorised Officer and Funerals and Protection of Property Officer are made aware of any serious complaint immediately.
- 7.4.7 The Provider shall establish and provide a procedure for dealing with complaints and shall ensure all the Provider's staff are aware of the procedures implemented. The Provider shall submit details of proposed procedures for dealing with complaints to the Authorised Officer at the commencement of the Contract and shall comply immediately with any reasonable instruction given by either the Authorised Officer or Funerals and Protection of Property Officer regarding dealing with complaints.
- 7.4.8 The Provider shall respond to all complaints in a prompt, courteous and efficient manner. Such complaints shall be recorded in detail on a form approved by the Authorised Officer and shall be forwarded to the Authorised Officer on the day they are received. The Provider shall ensure records include the name and address of the complainant, date and nature of the complaint and details of the remedial action taken by the Provider.
- 7.4.9 The Provider shall ensure that complainants are aware that they may forward to the Authorised Officer details of any complaint that is not resolved to their satisfaction by the Provider. The Authorised Officer will have the sole discretion to raise the issue with the Provider and decide whether or not to invoke the Default Procedure as outlined in Section 12: Default Procedure.
- 7.4.10 The Authorised Officer shall be entitled to investigate any complaint, irrespective of how received, and will determine what further action needs to be taken. The Provider shall comply with any instructions for remedial action and no claim for additional payments in respect of any remedial action required shall be entertained.

8. Liaison and Management Information

- 8.1 The Authority will devise liaison and monitoring arrangements as appropriate to the nature, type and value of the Service. The Provider shall comply with these arrangements, which would cover aspects detailed in the following sections.
- 8.2 The Provider shall notify the Authorised Officer and in writing at the commencement of the Contract, of the names, addresses and telephone numbers (both office and mobile where applicable) and electronic address of the Contract Manager assigned to the Contract and any assistant or deputy

Contract Managers who will assist and deputise for the Contract Manager. The Provider shall also immediately notify the Authorised Officer of any changes to the above.

- 8.3 In addition to the specific monitoring information referred to in Section 11: Contract Monitoring Arrangements, the Provider shall provide whatever form of management information the Authority may reasonably require in order to ensure that the Contract is being adhered to. This information shall be provided on a quarterly basis or at any other frequency required by the Authorised Officer.
- 8.4 The Provider shall maintain at its own expense whatever records are necessary to enable the Service to be performed. The Provider shall permit the Authorised Officer free access to these records, which the Authorised Officer shall treat as confidential unless the records indicate any omission or default by the Provider in respect of any aspect of the performance of the Service.

9. Key Delivery Activity and Key Performance Indicator Monitoring

- 9.1 The Provider shall ensure that the Service meets all requirements stated within this Specification.
- 9.2 The Provider shall ensure that the Service is delivered as outlined in the Specification to meet the relevant Contract requirements.
- 9.3 As outlined in Section 3.3, the number of funerals required is not guaranteed. The Provider is required to monitor the level of activity and quality of service being delivered, as outlined below in Figure 2 and Figure 3 below.

Figure 2: Quarterly Key Delivery Activity (KDA) Data Reporting

KDA 1	Total number of funerals undertaken
KDA 2	Number of cremations undertaken
KDA 3	Number of burials undertaken
KDA 4	Breakdown of funeral by crematorium or burial ground
KDA 5	Breakdown of the denomination/non-denomination of funeral service undertaken (as instructed by the Authority's Funeral and Protection of Property Officer)
KDA 6	Breakdown of funeral date, cost and type of funeral (burial or

	cremation)
KDA 7	Breakdown of deceased's age at death
KDA 8	Breakdown of deceased's identified gender
KDA 9	Breakdown of where the deceased remains were collected from (Mortuary or Care Home etc.)
KDA 10	Number of compliments received
KDA 11	Number of complaints received

Figure 3: Quarterly Key Performance Indicator (KPI) Data Reporting

KPI 1	Complaints to the provider resolved successfully to the satisfaction of the Authority	100%
KPI 2	Provide Quarterly Monitoring reports in accordance with Section 9	100%
KPI 3	Attend Quarterly Monitoring meetings in accordance with Section 11.5	100%
KPI 4	Evidence that the provision of the service meets the requirements detailed in the Specification as shown through the KDAs above	100%

10. Quality Assurance

- 10.1 The Provider shall maintain their professional association, such as those outlined in section 3.17 that demonstrates they are able to deliver the Service, as failure on the part of the Provider to maintain their professional association membership can be deemed a Default (Section 12: Default Procedure).
- 10.2 The Provider shall operate its own quality assurance system and quality control monitoring system to ensure a high-quality Service is provided in accordance to their industry standards
- 10.3 The Authority retains the right to audit the service provider's Quality Assurance System and seek improvements where required. These audits may include; record audits, spot check visits, interviews with the Provider's staff.

11. Contract Monitoring Arrangements

- 11.1 The Authority will monitor the performance of the Provider under the terms of the Contract on a quarterly basis as detailed below. The Provider shall report

on its activities and finances throughout the Contract Period in such manner as detailed below or as otherwise reasonably specified by the Authority.

- 11.2 The Authority shall carry out monitoring and evaluation of the Service in collaboration with the Provider to ensure it is being provided in accordance with the standards in this specification. Continuous monitoring will be carried out by means of the monitoring reports detailed in section 11.4, and which shall be discussed within quarterly monitoring meetings - section 11.5.
- 11.3 The Authorised Officer and the Authority's Funerals and Protection of Property Officer shall have the right at any time to inspect the premises, equipment and documentation relating to the provision of the Service and to inspect any associated area of activity forming part of the Service.

11.4 Quarterly Monitoring Reports

- 11.4.1 The Provider shall submit to the Authorised Officer within ten (10) Working Days of the end of every quarter as detailed in section 11.4.4 below, a quarterly completed and signed monitoring report. This will be in advance of the quarterly monitoring meeting. The completed form must be sent securely via the Authority's Egress email system.
- 11.4.2 The report shall be in the format developed by the Authority and include the agreed quarterly Key Delivery Activities (KDAs) and Key Performance Indicators (KPIs) described in Section 9 of this Specification.
- 11.4.3 In conjunction with the quarterly monitoring reports, the Provider shall provide to the Authorised Officer, in the agreed format as provided by the Authority, a quarterly budget statement containing a full breakdown of income and expenditure in relation to the Contract during the relevant quarter.

11.4.4 Figure 4: Quarterly Monitoring Report Submission Dates

Year One (1st April 2019 - 31st March 2020)			
Quarter Period		Time	Day & Date
1	1 st Apr 2019 - 30 th Jun 2019	5pm	Fri 12 th Jul 2019
2	1 st Jul 2019 - 30 th Sep 2019	5pm	Mon 14 th Oct 2019
3	1 st Oct 2019 - 31 st Dec 2019	5pm	Tues 14 th Jan 2020
4	1 st Jan 2020 - 31 st Mar 2020	5pm	Tues 14 th Apr 2020

Year Two (1st April 2020 - 31st March 2021)			
Quarter Period		Time	Day & Date
1	1 st Apr 2020 - 30 th Jun 2020	5pm	Tues 14 th Jul 2020
2	1 st Jul 2020 - 30 th Sep 2020	5pm	Wed 14 th Oct 2020
3	1 st Oct 2020 - 31 st Dec 2020	5pm	Thurs 14 th Jan 2021
4	1 st Jan 2021 - 31 st Mar 2021	5pm	Wed 14 th Apr 2021

Year Three (1st April 2021 - 31st March 2022)			
Quarter Period		Time	Day & Date
1	1 st Apr 2021 - 30 th Jun 2021	5pm	Wed 14 th Jul 2021
2	1 st Jul 2021 - 30 th Sep 2021	5pm	Thurs 14 th Oct 2021
3	1 st Oct 2021 - 31 st Dec 2021	5pm	Fri 14 th Jan 2022
4	1 st Jan 2022 - 31 st Mar 2022	5pm	Thurs 14 th Apr 2022

11.5 Contract Monitoring Meetings

11.5.1 The Provider shall attend quarterly meetings with the Authorised Officer and the Funerals and Protection of Property Officer. The Authority maintains the right to increase or decrease the frequency of these monitoring meetings dependent on performance. The Provider shall inform the Authorised Officer as early as possible of any reasons that may prevent it meeting the above requirements.

11.5.2 The purpose of the quarterly Contract Monitoring meeting is to ensure both parties meet a number of objectives in ensuring good governance, transparency and effective positive working relationships as well as:

- Effective service delivery
- Efficient contract administration
- Productive relationship management
- Legislative compliance

11.5.3 These review meetings shall also enable the Authority to assess the Provider's compliance with the terms and conditions of the Specification and the

Conditions of Contract, and shall provide an opportunity for discussion of any issues relating to the performance of the Service.

11.5.4 These meetings will consist of nominated Officers from the Authority - including, but not limited to representatives from the People Directorates Contracts team, Commissioning team, and Appointeeship and Deputyship team including both the Authority's Officers outlined in section 11.5.1.

11.5.5 The above Officers from the Authority may also meet with the Provider periodically to monitor the Contract, as may be deemed necessary by either side.

11.5.6 The Provider shall report any changes within the Service immediately to the Authorised Officer.

12. Default Procedure

12.1 As outlined in section 11.5 the purpose of the quarterly Contract Monitoring meetings is to ensure both parties establish effective service delivery, contract and relationship management and in the event of any issues, that these can be resolved effectively and to the Authority's satisfaction through mutual agreement in the first instance.

12.2 However, should the Provider's performance fall below a level acceptable to the Authority, such that the Authority considers that the Contract is not being performed to the required standard, or that the Provider has breached any of its obligations under this Specification or any other requirements of the Contract, the Authority shall consider that the Provider has committed a Default. The Authority will bring this to the attention of the Provider as soon as the issue occurs and apply the Process as set out in this section of the Specification, together with the provisions contained in the Conditions of Contract.

12.3 As outlined in section 12.1 the Provider shall be aware that it is the desire of the Authority to resolve problems whenever possible by mutual agreement with the Provider, and only impose the Default Process except in the event that a satisfactory conclusion cannot be reached through conciliation.

12.4 If a conclusion through conciliation cannot be reached, the Authority shall be entitled to issue the Provider with a Performance Improvement Notice (PIN). Should the Provider still fail to rectify the concerns in the PIN, and it is not met to the specified standards and within timescales set, the Authority shall be entitled to issue a Default Notice.

- 12.5 A Performance Improvement Notice (PIN) and Default Notice (DN) will record the following (see Section 12.6 for the list of Defaults):

Figure 5: PIN and DN Notices

Performance Improvement Notice (PIN)
<ul style="list-style-type: none"> • Details of the concerns and the improvements required • Number of Default Points that could be allocated if escalated to a Default • Timescale within which the PIN must be rectified • Potential sums that could be deducted from the Provider's invoice(s) in respect of the Default
Default Notice (DN)
<ul style="list-style-type: none"> • Details of the Default in respect of which it is issued • Number of Default Points that will be allocated in relation to the Default • Timescale within which the Default must be rectified (if capable of rectification) • Any sum to be deducted from the Provider's invoice(s) in respect of the Default • Whether the Default will lead to the Authority terminating the Contract

- 12.6 The following table is a guide for the Provider as to the number of Points that the Authority may allocate to any Default, but the list is not intended to be exhaustive or conclusive and the number of Default Points issued on each occasion shall be at the entire discretion of the Authority's Contract Officer taking into account all circumstances of the matter giving rise to the Default:

Figure 6: Default Areas

Default Areas for PINs and DNs		Max Points Allowed
Service Delivery	Failure to meet and provide the Service in accordance with the requirements detailed in this Specification.	1,000
Contract Monitoring	Failure to submit monitoring information as detailed in the Specification.	1,000
Policies and Procedures	Failure to comply with the complaints procedure.	1,000
Data and Information	Failure to meet obligations under the Data Protection Act and the General Data Protection Regulations.	500

- 12.7 The Provider shall be aware that each item detailed in this Specification may be the subject of a Default Notice on each occasion that a breach or failure in performance takes place. If the Provider fails to comply with any of the requirements of a Default Notice, the Authority may issue a further stage Default Notice in respect of the same Default and can award increasing numbers of Default Points for successive failures to comply. The Provider shall document steps taken to ensure Defaults do not recur.
- 12.8 The Authority may make a financial deduction from monies due to the Provider as a result of any Default. Such financial deductions shall be made at the discretion of the Authority, and shall be calculated as a sum up to but not exceeding the aggregate of:
- (a) a sum equal to the value of the work not carried out calculated in accordance with the prices contained in the Provider's Pricing Schedule; and/or;
 - (b) a sum equivalent to any financial loss suffered by the Authority caused by the Default of the Provider.
- 12.9 In the event that the total number of Points allocated on Default Notices issued to the Provider exceeds:

Figure 7: Total number of Points allocated on Default Notices

Time Period	Maximum Points
Twelve (12) week period	Two thousand five hundred (2,500)
Twenty-six (26) week period	Four thousand (4,000)
Fifty-two (52) week period	Five thousand (5,000)

The Authority will be entitled to terminate the Contract in accordance with the Conditions of Contract.

- 12.10 The rights and remedies of the Authority provided under this Default Procedure are in addition to and without prejudice to any other remedies that the Authority may have under the Contract or at law.
- 12.11 The Provider is advised that in the case of non-performance by the Provider the Authority may engage any other firm or person to carry out the Service. Should this be the case, the Provider shall, without prejudice to any other right of action the Authority may have, pay the Authority an amount equal to the

difference between the amount actually paid by the Authority to such other firm or person and the cost of such Service calculated in accordance with the Provider's accepted price for the Service. The Provider shall also be fully responsible for all associated administration costs incurred by the Authority in this connection.

13. Payments

- 13.1 The Authority is responsible for the payment of the Providers Contract Price per Funeral - Cremation and the Contract Price per Funeral - Burial as well as the third-party fees outlined below:

Figure 8: Contract Price and Third-Party Fees

Contract Price will include:
<ul style="list-style-type: none"> • Collection and storage of the deceased • Providers staff time and resources to arrange and deliver the funeral arrangements • Providing the required coffin and nameplate as outlined in section 3.8 • Use of a hearse to transport the deceased to the place of burial or crematorium • Minister's fees • Floral tribute (a small floral tribute) • All such other costs necessary for the provision of the Service excluding the third party fees listed below.
Third Party Fees include:
<ul style="list-style-type: none"> • Burial or cremation fees of the burial ground or crematorium¹ • Doctors' fees²

The Provider shall promptly pay the third party fees set out above on behalf of the Authority and subsequently reclaim the same by attaching the necessary evidence for these disbursements to its official invoice and submitting this to the Authority in the manner set out below. The Provider shall make no

¹ These fees are set by the burial ground or crematorium. An increase in cost will be met initially the Provider and reimbursed as part of the invoice for the Service to the Authority.

² This fee is determined by central Government and is outside of the control of both the Provider and Authority. An increase in cost will be met initially by the Provider and reimbursed as part of the invoice for the Service to the Authority.

attempt to solicit or accept any further remuneration in respect of any funeral authorised and paid for through this Contract.

- 13.2 The Authority will only process payment to the Provider following receipt of valid invoices as detailed below.
- 13.3 The Provider shall within fourteen (14) days of the Service being delivered submit to the Authority an invoice in respect of the Service.
- 13.4 All invoices shall clearly identify the work to which the invoice relates and shall be accompanied by receipts and such other supporting documentation as the Authority may reasonably require in order to verify the content of the invoice and shall be in a format as prescribed by the Authority.
- 13.5 Any invoices disputed by the Authority or not submitted in accordance with the Authority's requirements will be notified to the Provider within fourteen (14) Days of receipt of the disputed invoice by the Authority. The Provider shall then be required to re-submit such disputed invoice within seven (7) Days of notification to the Provider of the dispute. Any disputes as to the content of any invoice that cannot be resolved between the Authority and the Provider shall be dealt with in accordance with the Disputes and Arbitration clause contained in the Conditions of Contract.
- 13.6 The Authority will pay all valid undisputed invoices within thirty (30) days of receipt of the same.
- 13.7 The Authority shall be entitled to make adjustments to the Provider's invoice in respect of any part of the Service not performed or not performed to the reasonable satisfaction of the Authorised Officer as detailed in the Conditions of Contract.
- 13.8 The sums contained in any invoice submitted by the Provider shall be in accordance with the Provider's accepted Pricing Schedule and for no additional sums and will remain fixed throughout the Contract Period, including any extension periods. The Authority shall not entertain any claims by the Provider for any increases in costs, whether expected or unexpected, that occur during the Contract Period except where the increase in costs are set by a Third Party as set out at in this paragraph 13.
- 13.9 In the event that the Contract is extended, the Provider shall continue to submit invoices in the manner prescribed in this Specification.