APPENDIX 4 - SPECIFICATION FOR CORONER'S REMOVAL SERVICE FOR DORSET

LOT 4 – WEYMOUTH & PORTLAND
LOT 5 – WEST DORSET
LOT 6 – NORTH WEST DORSET
LOT 7 – NORTH DORSET

Environment

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1. Introduction

1.1 Bournemouth, Christchurch and Poole Council (the "Council") seeks to appoint suppliers for the removal of bodies where a death has been referred to HM Coroner for Dorset (the "Coroner") for further investigation.

1.2 The Council are appointed by Dorset Council to be the 'relevant' local authority providing support for the Coroner's Service in Dorset.

1.3 Once a death is reported, the Coroner takes control of the body and may arrange for its removal to a suitable location, including a Mortuary, where the Coroner may authorise a post mortem examination to be carried out. The Coroner's Officers and Officers of Dorset Police are authorised by the Coroner to instruct the Supplier to collect the body and transfer it to a suitable location.

1.4 Where post mortem examination is required this will normally be conducted at Holly Tree Lodge Public Mortuary at Bournemouth East Cemetery, Gloucester Road, Bournemouth, Dorset BH7 6JB (the "Mortuary").

1.5 To reduce the number of vehicle movements it is intended that bodies requiring post mortem examination that are located within Lots 4 to 7 as highlighted on the map in 'Appendix 1 - Coroners Removal Service Districts April 2023' should only be transferred on Monday, Wednesday and Friday during the Mortuary's normal opening hours. This may result in a number of bodies being transferred on each occasion.

1.6 Bodies that are not immediately being transferred to the Mortuary or an alternative mortuary will be stored in suitable temperature-controlled accommodation provided by the Supplier until such time as a regular transfer takes place or the body is released where the Coroner is satisfied that no post mortem examination or process is required.

2. Scope

2.1 The scope of the contract for Lots 4 to 7 is for suppliers to undertake the collection and transportation of bodies to the required location of the Coroner which will usually be to the Mortuary.

2.2 The contract will run from 01 April 2023 until 31 March 2026. There will also be an option to extend the contract for a further year until 31 March 2027.

2.3 This specification is in relation to suppliers who will be undertaking the collection and transportation of all bodies within any of the lots indicated below, as shown on the map in 'Appendix 1 - Coroners Removal Service Districts April 2023':

- LOT 4 – Weymouth and Portland
- LOT 5 – West Dorset
- LOT 6 – North West Dorset
- LOT 7 – North Dorset

2.4 The Supplier will be responsible for bodies collected from the arrival at the location of death until delivery to the Mortuary.

2.5 The Supplier will also be responsible for the body from the collection of the body at the Mortuary until the repatriation of the body to the family appointed funeral director.

3. Collection of Bodies

3.1 Neither the Council nor the Coroner shall be bound to place any order with the Supplier and can give no assurance as to the number of occasions, time or day on which the service will be required.

3.2 The Supplier shall provide a telephone number, which is manned by them or their employees for 24 hours of every day, on which instructions can be received for the removal of a body.

3.3 The Supplier shall be available 24/7 for every day of the year for the period of the contract and shall attend within a maximum of 60 minutes from receipt of any request from the Coroner, Police Officer or the Coroner's Office. At the discretion of the Coroner, Police Officer or Coroner's Office a time for the removal of the body may be agreed with the Supplier beyond the required response time of 60 minutes.

3.4 In the event that a Supplier fails to achieve the time requirement the Council, in consultation with the Coroner, and at its discretion, may make the following deductions:

a. First occurrence in any 3-month period, 35% reduction in fee paid for that removal.

b. Second occurrence in the same 3-month period, 50% reduction in fee paid for that removal.

c. Third occurrence in the same 3-month period, no fee paid for that removal.

3.5 No fee will be paid where a Supplier fails to attend a removal. In the event of continuing failure to meet the specified response time the Council may elect not to place any further requests with the Supplier.

3.6 If the Supplier fails to attend for no good reason (which shall be determinable by the Council), the Coroner, Coroner's Office or Police Officer requesting removal of the body shall be entitled to engage an alternative supplier whose charges, in so far as they are not unreasonable, shall be paid by the Supplier.

3.7 The Supplier should carry out the Coroner's removal. However, the Supplier shall, in the event of an emergency where it is unable to fulfil its commitments, or with the prior approval of the Council, ensure that an alternative supplier is available. This alternative supplier must comply with all the conditions of contract. In this event the fee charged shall be no greater than the contract charge for that removal. In the occurrence where a Supplier uses an alternative supplier to undertake the duties, the invoice for this removal will come from the Supplier, not from the alternative supplier.

3.8 The Supplier shall comply with any reasonable instructions given by the Coroner, Police Officer or Coroner's Office in relation to the movement and storage of a body.

3.9 The Supplier shall provide at least two attendants at every removal and all attendants shall be suitably attired, wearing professional clothing such as a suit, and carry out their duties in accordance with the statutory requirements of Health & Safety legislation and any associated guidance. The Supplier should ensure that all attendants have had the required training to ensure that they can carry out the removal in a safe, secure and dignified manner.

3.10 The attendants must be aware of the sensitivities of family members and members of the public that may be present and must present a professional and dignified demeanour at all times.

3.11 The body of the deceased shall be handled in a respectful manner by attendants who are dressed appropriately and who conduct themselves with dignity and respect.

3.12 If informed that a deceased person is particularly heavy or access to the place of death is difficult to reach, then one or more additional attendants must be provided in accordance with Health & Safety requirements.

3.13 The Supplier shall provide facilities to the reasonable satisfaction of the Council to enable the Supplier's vehicles to be contacted while engaged at a removal in another part of their area.

3.14 The Supplier will be expected to adhere to the code of practice of the National Association of Funeral Directors and/or the National Allied Society of Independent Funeral Directors.

4. Transportation and Storage

4.1 All bodies are to be transported to Holly Tree Lodge Public Mortuary at Bournemouth East Cemetery, Gloucester Road, Bournemouth, Dorset BH7 6JB on Monday, Wednesday and Friday during the Mortuary's normal opening hours. If this is not possible the Supplier should contact the Mortuary to make alternative arrangements.

4.2 There may be exceptional circumstances, such as the unavailability of the Mortuary, where bodies need to be taken to an alternative mortuary as directed by the Coroner's Office. Where an alternative location is necessary the Supplier will be required to take the body to the identified location.

4.3 Bodies that are not immediately being transferred will be stored in suitable temperature-controlled accommodation (the storage should be at a temperature of between 3 and 5 degrees) provided by the Supplier until such time as a regular transfer takes place or the body is released where the Coroner is satisfied that no post mortem examination or process is required.

4.4 In the circumstances where a body is released by the Coroner as no post mortem examination or process is required, the Supplier may be asked to repatriate the body from their storage to the family or Council appointed funeral director. In these instances, the Supplier will be expected to optimise the repatriation to the appointed funeral director with other collections where possible. Where appointed funeral directors elect to collect bodies before a repatriation can be completed by the

Supplier, this should be accommodated by the Supplier and there should be no charge to the Council by the Supplier.

4.5 On repatriation to the appointed funeral director, the Supplier should provide reasonable support to the appointed funeral director in transferring the body into the appointed place of rest. The Supplier however, is not responsible for booking any bodies into the appointed funeral director's place of rest. This is the responsibility of the appointed funeral director who will be expected to co-operate with the Supplier and support in the repatriation of the body.

4.6 When delivering bodies to the Mortuary, the Supplier will be required to repatriate bodies to the appointed funeral director when directed by the Coroner. The Coroner's Office will inform the Supplier which appointed funeral director the bodies are to be repatriated to the morning before bodies are transported to the Mortuary. Collection of bodies for repatriation from the mortuary will be after 11am unless other arrangements are agreed on a case by case basis with Mortuary staff.

4.7 Although not encouraged by the Coroner's Office, there may be exceptional circumstances when a family may wish to view a body before the body has been collected by the appointed funeral director. The Supplier must ensure that where, in these rare occasions, a viewing is agreed between the Coroner's Office and the family, that there are suitable viewing facilities. The Supplier will be expected to ensure that the body is respectfully shown to the family. The Supplier must ensure that any viewings are completed to the standards outlined in the code of practice for the National Association of Funeral Directors and/or the National Allied Society of Independent Funeral Directors.

5. Equipment

5.1. The Supplier shall provide and maintain any necessary accommodation, vehicles, equipment and materials as may be necessary to provide the service and shall ensure any accommodation, vehicles, equipment and materials used for the conveyance of bodies are at all times secure, clean and properly disinfected and follow the guidance outlined in the code of practice of the National Association of Funeral Directors and/or the National Allied Society of Independent Funeral Directors.

5.2. The Supplier shall supply a suitable and discreet motor vehicle of a type approved by the Coroner, which must be clean and must be sent out in a legal good running order and repair with sufficient petrol, lubricating oil, tools and the usual accessories, sufficient and effective lamps and a reliable speedometer with apparatus for accurately recording the distance travelled.

5.3. Bodies are to be conveyed in a proper, respectful and discreet manner.

5.4. Bodies must be placed inside a body bag. The Supplier shall supply at their expense, strong and hygienic body bags of a type approved by the Mortuary staff, and other equipment to ensure the removal of each body in as intact and safe condition as possible.

5.5. All infectious bodies must be removed and stored in a sealed (zipped) body bag at all times to eliminate any cross infection.

5.6. After the Supplier has carried out their checks and before placing the deceased in the Mortuary fridge, if the deceased is naked or has ripped clothing the Supplier is to ensure that dignity is maintained by covering the deceased with a shroud. Shrouds are supplied at the Mortuary.

5.7. The Council reserves the right to inspect the premises and vehicles of the Supplier at any time.

6. Service Delivery

6.1. The service should be delivered in accordance with the code of practice outlined by the National Association of Funeral Directors and/or the National Society of Allied and Independent Funeral Directors.

6.2. In cases of faith deaths the Supplier must ensure the contract is delivered to meet the faith needs of the deceased and their family.

6.3. The Supplier shall comply with the requirements of the Funerals Market Investigation Order 2021 and shall not under any circumstances actively canvass, encourage or incentivise relatives or friends of the deceased with a view to carrying out the funeral arrangements. Any infringement may result in the contract being terminated and the Supplier being reported to the Competition Markets Authority where further action under the Order may be taken.

6.4. The Supplier is required to leave the bereaved with 'A Guide to Dorset Coroner's Service for Bereaved People' information booklet on each removal. Supplies of this booklet will be provided to the Supplier at the start of the contract period with the Supplier required to notify the Coroner's Office when further supplies are required.

6.5. The Supplier is not permitted to leave their business card and any other marketing information relating to the funeral services they provide independently of the HM Coroner for Dorset.

6.6. The Supplier must ensure that the bereaved are advised that any contact relating to the deceased should be made initially with the Coroner's Office and not with the Supplier.

6.7. The Supplier may carry out funeral arrangements if the relative of the deceased makes the initial approach. It must not be implied to any bereaved family that the Supplier must be instructed to carry out the funeral arrangements. No pressure may be exerted on the bereaved families to attempt to obtain instructions to carry out the funeral arrangements.

6.8. The deceased should be left clothed. Under no circumstances should the Supplier remove any articles from the body or interfere with it in any way, without the consent of the Coroner or Coroner's Officer or the Police Officer in attendance. Any personal items or valuables must either be handed to the Police or sealed in the body bag with the body and taken to the Mortuary. All personal items taken by the Supplier with the body must be clearly documented and signed by the Police Officer in attendance. This must then be counter signed when delivered to the Mortuary.

6.9. The Supplier must be able to demonstrate through a clear audit trail where the body was at any point whilst in their care.

6.10. A record must be kept of the time and place that a body is collected and this must be signed by a Coroner's Officer or the relevant Police Officer on site. Where a body is not directly taken to the Mortuary and stored in the Supplier's facilities, the details of the deceased must be included in the Mortuary Log to show the period that the body was stored including details of how and where the body was stored.

6.11. When the body is transported to the Mortuary or to any other facility instructed by the Coroner or Coroner's Office the records must show when the body was collected and a form signed at delivery of the body to the Mortuary or other facility.

6.12. The Supplier shall arrange that body identification bands or bracelets of a type approved by the mortuary staff shall be carried in the removal vehicle to every removal. The identification band or bracelet must be completed and attached to the body at the scene. The identification band or bracelet must contain at least three forms of identification from the following; identity of the deceased if known, address of the place of death, date of birth, date of death and NHS Hospital number. Adequate details of the deceased must be provided to the Mortuary and entered into the Mortuary Log.

6.13. While the body is within the care of the Supplier, the body must not be interfered with or any articles from the body removed without the consent of the Coroner, Coroner's Officer or a Police Officer. The Supplier must ensure there is an effective system in place to demonstrate that the body bag has not been opened from the time of collection to the delivery at the Mortuary or to any other facility instructed by the Coroner or Coroner's Office. This may be through numbered body bag seals, for example.

7. Payment and Insurance

7.1. The Supplier will be expected to provide the Council with a consolidated invoice monthly in arrears. Payment of an undisputed invoice will be made within 30 calendar days.

7.2. The Supplier shall indemnify and keep indemnified the Council against the injury to, or death of, any person, and loss of, or damage to, any property including property belonging to the Council except and to the extent that it may arise out of the act, default, or negligence of the Council, or its employees or agents not being the Supplier or employed by the Supplier and except as aforesaid against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto.

7.3. Without thereby limiting his responsibilities under this Condition, the Supplier shall insure with an insurance company approved by the Council against the injury to, or death of, any person and loss of, or damage to, any property arising out of or in consequence of the Supplier's obligations under the Contract and against all actions, claims, demands, proceedings, damages, costs and expenses in respect thereof.

7.4. The Supplier must ensure that they have a minimum of £5 million Public Liability Insurance in respect of anyone incident. The Supplier must also ensure that they have the correct level of Employers Liability cover as required by law.

7.5. The Supplier shall supply to the Council forthwith and upon each renewal date the relevant policy or certificates from his insurers or brokers confirming that the Supplier's insurance policies.

7.6. The Council shall be entitled to cancel the contract and to recover from the Supplier the amount of any loss resulting from such cancellation, if the Supplier shall have breached any term or condition of this contract or shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do so or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with the Council, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or if in relation to any contract with the Council.

7.7. If the Supplier commits a serious breach or series of persistent breaches of this contract the Council may at its discretion terminate the contract without notice in the case of a serious or irremediable breach and otherwise on reasonable notice without liability to the Supplier. On such termination the Council shall be entitled to recover on demand from the Supplier as a debit all losses and expenses incurred including reasonable administrative expenses as a result of such termination. The Council shall also be entitled to contract with any third party for the continued provision of the Contract services and shall be entitled to recover as a debt on demand any resulting additional costs from the Supplier. Either party may also terminate the contract on three months written notice on the other party.

7.8. Any notice to the Supplier shall be in writing and shall be deemed sufficiently served if given to the Supplier or left or sent by post to him or his representative at his usual or last known place of abode or business.

7.9. The Supplier shall not transfer or assign or sub-let directly or indirectly to any person or persons any portion of this contract without the previous written permission of the Council, which is neither likely nor bound to give such permission.