

Appendix A

Heads of Terms - Islington & Camden Cemetery Service (ICCS) – Shared Partnership Agreement

1. Purpose of this Document

- 1.1. This Heads of Terms document sets out the key operating principles and high-level arrangements that will underpin the renewed Shared Partnership Agreement between Islington Council and Camden Council for the operation of the Islington & Camden Cemetery Service (ICCS).
- 1.2. It is not intended to be a legal contract. Instead, it provides a clear and accessible summary of what both councils are agreeing to in principle, including the scope of the shared service, financial arrangements, governance, and service responsibilities. These Heads of Terms will form the agreed basis upon which the detailed Partnering Agreement will be drafted and finalised, subject to the approvals set out in the Executive report.

2. Nature and Duration of the Proposed Shared Partnership Agreement

- 2.1. The purpose of the agreement is to continue the joint delivery of cemetery and cremation services by Islington and Camden Councils through the Islington & Camden Cemetery Service (ICCS). The agreement will take effect from an agreed commencement date and will run for a period of ten years, unless extended or terminated earlier by mutual agreement. This long-term arrangement is intended to provide operational stability, support strategic planning and enable sustained investment across the shared cemetery estate.
- 2.2. ICCS will continue to operate as a single, integrated shared service across both boroughs. Islington will remain the Lead Authority, responsible for the day-to-day management and delivery of the service on behalf of both councils. Each council will retain ownership of its respective land and buildings; however, the estate will continue to be managed operationally as a single whole in order to maximise service resilience, efficiency and resident benefit.

3. Service Provision Delivered Under the ICCS Partnership

3.1. Cemeteries

3.1.1. The agreement covers the joint operation of three cemeteries and a crematorium:

- The 192-acre Islington and St Pancras Cemetery in East Finchley (Approx, 87 acres owned by Islington and 105 acres owned by Camden).
- Islington Crematorium (located within Islington and St Pancras site)
- Trent Park Cemetery in Enfield (40 acres, owned by Islington); and
- Hampstead Cemetery (26 acres, owned by Camden).

3.1.2. Residents of both boroughs will continue to have full access to burial and cremation services across all sites, regardless of land ownership. This shared access to land and facilities is a core feature of the partnership and underpins the ability of both councils to meet resident needs in the context of diminishing burial space across London.

3.2. Core Operational Services

3.2.1. The renewed partnership agreement will define the services to be delivered jointly through the Islington & Camden Cemetery Service (ICCS). These services, referred to collectively as the “Merged Service”, will apply across the shared cemetery estate, except where responsibilities are explicitly retained by the individual councils:

3.2.2. Under the renewed agreement, Islington, as Lead Authority, will be required to deliver the day-to-day operational and administrative services for the shared cemeteries and crematorium on behalf of both councils. This will include responsibility for

- managing the opening and closing of all cemetery sites in accordance with agreed opening hours.
- ensuring appropriate on-site staffing and the provision of staffed offices where required.
- arranging funeral bookings and scheduling services.
- administering burial and cremation services, including grave allocation, plans, records and statutory registers.
- managing financial administration, invoicing and ordering processes; and
- handling public enquiries, correspondence and customer support, including advice and guidance on burial options and memorials.

3.2.3. These services will be required to be delivered in accordance with all relevant legislation, cemetery regulations and statutory guidance, which ICCS is required to meet.

3.3. **Burial and Cremation Services**

3.3.1. The renewed agreement will require ICCS to continue to provide a comprehensive range of burial and cremation services across the shared estate. This will include:

- new and re-open burials (subject to site status).
- cremations and chapel services.
- a range of burial plot types, including public and private graves; and
- access to any existing memorial gardens, mausolea, vaults, natural burial areas and culturally or faith-aligned burial provision.

3.3.2. All ICCS sites will remain non-denominational. However, the scale of the shared estate will continue to enable culturally responsive provision, including specialist burial areas such as the Muslim burial provision at Trent Park, allowing the service to accommodate religious and cultural practices wherever possible.

3.4. **Maintenance, Repairs and Infrastructure**

3.4.1. Memorial management will remain a core element of the ICCS service. Under the renewed agreement, ICCS will be required to continue to deliver memorial safety inspections, engagement with grave owners and temporary making-safe works within Trent Park and Islington and St Pancras, in line with statutory guidance and best practice.

3.4.2. Camden will retain Memorial management responsibilities in line with the above within Hampstead Cemetery.

3.4.3. The renewed agreement will continue to distinguish clearly between minor and major building works:

- **Minor works**, defined as routine repairs and maintenance below an agreed financial threshold, will be delivered by Islington and funded through the trading account.
- **Major works** will remain the responsibility of the council that owns the relevant building, unless separately agreed through an approved capital programme.
- **Emergency works** required to protect public safety may be undertaken by Islington, with costs recovered in accordance with the agreement.

4. **Financial Arrangements and Trading Account**

4.1. The service will continue to operate through a ring-fenced trading account. All income generated from cemetery and cremation services, including memorial-

related income, will be paid into this account and used to fund service delivery, infrastructure investment and service improvements across the shared estate.

- 4.2. Each council will remain responsible for its own retained costs, including capital charges, insurance and central overheads relating to the land and buildings it owns.
- 4.3. Islington, as Lead Authority, shall carry out (or procure and supervise the execution of) routine building repairs and maintenance across the Shared Cemeteries, funded through the ring-fenced Trading Account and within agreed financial thresholds. Under the renewed agreement, the threshold for Minor Works will increase from £3,000 to £5,000 (excluding VAT). Responsibility and funding arrangements for minor and major building works are addressed separately under 3.4.3.
- 4.4. At the commencement of the renewed agreement, Camden Council and Islington Council shall each be entitled to an annual draw-down of £185,000 from the Trading Account. These annual client contributions shall continue for the duration of the agreement and will be subject to review at agreed points during the term.
- 4.5. Fees and charges will continue to be agreed jointly by Islington and Camden on an annual basis, no later than December each year, to apply for the following calendar year. Fees will be set in accordance with each council's constitutional approval requirements and will remain aligned across the shared service, with Islington and Camden residents always charged resident rates regardless of whether services are provided on Camden-owned land or within Islington's cemeteries or crematorium.

5. **Governance and Decision-Making**

- 5.1. Oversight of the service will continue through the ICCS Board, comprising Lead Executive Members and authorised senior officers from each council. The Board will meet regularly to:

- monitor service performance and financial position.
- review capital investment requirements.
- consider proposed changes to service delivery; and
- address any issues arising under the agreement.

- 5.2. ICCS will provide annual reporting to Camden on service activity and the balance of the trading account. Regular inspections, condition surveys and reporting arrangements will support transparency, accountability and compliance with statutory obligations throughout the term of the agreement.