

Joint Agreement

Between

The National Association of Funeral Directors (Scotland)

Registered office: 618 Warwick Road, Solihull, B91 1AA.

And

The National Society of Allied and Independent Funeral Directors (Scotland)

Registered office: 3 Bullfields, Sawbridgeworth, CM21 9DB.

1. Introduction

1.1 This Agreement outlines the basis of agreed protocols in the co-operation between the National Association of Funeral Directors (NAFD) (Scotland) and the National Society of Allied and Independent Funeral Directors (SAIF Scotland).

1.2 The purpose of the Agreement is to ensure that the two organisations understand the purpose of working as one voice to collaborate with the Scottish Government in relation to the Burial and Cremation (Scotland) Act 2016, to ensure effective and efficient regulation of funeral directors.

1.3 This Agreement is not legally binding on either party, it states the aims and desired outcomes to ensure a smooth transition to regulation for funeral directors and the CEOs believe there will be a stronger voice to shape the regulatory environment, by working together. It does not override the organisations' statutory responsibilities or functions, nor infringe the autonomy and accountability of NAFD and SAIF or their governing bodies. However, NAFD (Scotland) and SAIF (Scotland) agree to act in accordance with the terms and conditions specified herein.

2. Roles and responsibilities

2.1 NAFD is a trade association with membership spanning funeral directors and supplier members including international and specialist categories.

2.2 SAIF is a trade association with specialist members in the independent category of funeral directing business and associate members who provide products and services to the full members.

2.3 Both NAFD and SAIF provide education, training, membership support and advisory services to their membership. Many funeral directors are members of both trade associations.

2.4 The purpose of the Agreement is to facilitate the contribution of all funeral directors, suppliers and those with an interest in the industry to the regulatory developments under the Burial and Cremation (Scotland) Act 2016, in the public interest. This may be achieved through the provision of appropriate advice, support, training and expert opinion in the formulation of Regulations, Guidance and consultation.

2.5 The Scottish Government is responsible for the delivery of the statutory functions of the Act. The NAFD and SAIF through this Agreement will collaborate and cooperate in devising a regulatory response that is proportionate, risk based and cost effective for the profession and the public.

2.6 The NAFD and SAIF are involved in the development of effective and efficient multi-professional education as well as promoting and participating in regulatory awareness and developing Codes of Practice and compliance frameworks.

2.7 NAFD and SAIF commit to involvement with appropriate research and development. This may include workforce development, capacity and capability work for the profession in Scotland, UK-wide and with the Scottish Government.

2.8 This may include, but is not limited to, compliance with all implementation and delivery of the infant cremation requirements, including the implementation of the Code of Practice and all relevant training and development, as well as audit and evidential arrangements.

2.9 The overriding purpose of this Agreement is to protect, promote and maintain public confidence by upholding standards and public trust in the profession of funeral directing.

2.10 The functions of the Inspector of Funeral Directors are set out in Statute and the signatories to this Agreement commit to cooperate and work in partnership with the Inspector and all who serve and work with them.

2.11 In due course, NAFD (Scotland) and SAIF (Scotland) commit to assist with establishing and maintaining relevant registers, to include premises, at which a funeral director's business is, or is to be, carried on. It is envisaged that the

NAFD and SAIF will benchmark both quality assurance programmes (premises inspectors and redress and compliance procedures) to ensure standards are aligned across member firms. To set and promote standards for the safe and effective practice of funeral directing at such registered premises or businesses. To set requirements for the potential licensing arrangements and to promote the safe and effective practice of funeral directing under such licences. To set standards and requirements in respect of education, training, acquisition of experience and continuing professional development that is necessary for funeral directors and those who work with them. To ensure the continued competence and accountability of registrants.

2.12 In addition, the Act has statutory enforcement powers and duties. The NAFD (Scotland) and SAIF (Scotland) will assist with the delivery of these arrangements to be specified in Regulations.

2.13 NAFD and SAIF will work together to produce a combined Code of Practice for member firms in Scotland (but not limited to Scotland, if agreement is reached across the rest of the UK). It is envisaged that agreement on a joint Code of Practice will be achieved by the end of June 2017.

2.14 As part of their functions NAFD (Scotland) and SAIF (Scotland) commit to providing a Joint Annual Report on trends and standards in the profession in Scotland, this will include identification of risk and remedial action taken.

3. Principles of co-operation

3.1 NAFD (Scotland) and SAIF (Scotland) intend that their working relationship will be characterised by the following principles:

- a. Making decisions that promote public safety.
- b. Ensuring the provision of high quality training.
- c. Maintaining public confidence in the two organisations.
- d. Co-operating openly and transparently.
- e. Respecting each other's independent status.
- f. Using resources effectively and efficiently.
- g. Addressing overlaps and gaps in activity or information gathering.

4. Collaborative working and information sharing arrangements

4.1 The working relationship between NAFD (Scotland) and SAIF (Scotland) will be characterised by regular contact and open exchange of information gathered during their normal business, through both formal and informal meetings at all levels. This will be kept under review by the CEO and President of NAFD and the CEO and President of SAIF and an annual meeting will be held to evaluate progress. Meetings will also take place on a quarterly basis.

4.2 Details of key contacts within NAFD and SAIF are contained in Appendix A.

4.3 NAFD and SAIF will collaborate and exchange such information as is necessary to fulfil their functions, to protect and serve the public and their membership and improve the quality of funeral directing services.

4.4 It is understood by NAFD (Scotland) and SAIF (Scotland) that statutory and other constraints on the exchange of information will be fully respected, including requirements under the Data Protection Act 1998, the Human Rights Act 1998, the Freedom of Information (Scotland) Act 2002 and the Freedom of Information Act 2000. The common-law duty of confidentiality will also be maintained.

4.5 Each organisation will take appropriate steps to protect the confidential nature of documents and information that the other may provide.

4.6 Examples of how the two organisations will collaborate and exchange information include;

a) Sharing information on strategic and policy developments which may impact on each other's work, including, for example, changes in procedures, regulatory standards or criteria for membership.

b) Sharing information about trends, data approaches and initiatives which may be of interest to the other organisation.

c) Exchanging information and co-ordinating activity in relation to guidance to members.

d) Notifying each other of specific concerns relevant to mutual responsibilities- including concerns about industry trends, to include matters relating to funeral costs and consumer protection.

e) Collaborating on relevant external communications and consultations.

f) Attracting non-members into membership to achieve universal coverage as well as maintaining standards.

g) Identifying circumstances where regulatory waivers may be justifiable on consumer interest grounds, public health and hard to reach communities exclusions.

4.7 To avoid duplication of activity, NAFD and SAIF will discuss any allocation of resources to optimise the use of member's funds to beneficial effect.

4.8 At each annual review of this Agreement, NAFD and SAIF will seek evidence and assurance about how the Agreement is operating and make recommendations for improvements and will report this to their respective memberships.

4.9 A key area for disciplined practice will be releasing external communication to the Scottish Government, Media and NAFD and SAIF member firms. It is essential that all regulatory communication, in Scotland, be signed off and authorised by the CEO of the NAFD and SAIF. Further, any interviews on radio, TV or social media, will reference our partnership in the public interest and in the interests of the profession.

5. Referring Issues

5.1 In addition to the ongoing routine sharing of information detailed above each organisation will notify the other of specific concerns relevant to their responsibilities at the earliest opportunity. NAFD (Scotland) and SAIF (Scotland) may also, from time to time, refer matters to the relevant statutory inspectors.

5.2 NAFD and SAIF will be guided by the following principles when considering referring issues; the need to ensure safety and public health, the public interest and that referral is appropriate to the situation and within the statutory framework.

5.3 Disclosure of information between NAFD and SAIF will be considered on a case by case basis. In each case, the party holding the information will decide whether to disclose after careful consideration of relevant legislation and common law duty of confidentiality referred to previously, as well as statutory duties to report and relevant guidance.

5.4 In general terms and subject to case law, confidential or personal information will only be disclosed if there is an overriding necessity: for example, a legal obligation or public safety reason. Personal data will be disclosed only to the appropriate staff member of the other party responsible for dealing with the issue to which such personal data relates.

5.5 Subject to preceding paragraphs 5.2,5.3 and 5.4, where NAFD or SAIF encounter specific concerns that may impact on the work of the other, they will, at the earliest opportunity, convey the concerns and supporting information to a named individual with relevant responsibility at the other organisation (Appendix A).

5.6 NAFD (Scotland) and SAIF (Scotland) will inform the Scottish Government or relevant officer of any information gathered during its normal business that is relevant to matters under statutory consideration. The information could relate but is not limited to complaints; injury to persons; alleged or suspected service failures; failure to supervise; or adverse incidents or events. A separate Agreement for Complaints Handling is proposed to accommodate current jurisdiction and transitional provisions.

5.7 The Inspector of Funeral Directors, will be invited to meet with NAFD (Scotland) and SAIF (Scotland), on a quarterly basis and NAFD (Scotland) and SAIF (Scotland) commit to assisting proactively with the induction and training of the Inspector.

5.8 If a staff member from either organisation is in doubt as to whether information should be referred, they will seek guidance from the relevant persons specified in Appendix A.

5.9 Where either organisation has taken independent enforcement action, the outcome of which is relevant to the other organisation, details will be shared at the earliest opportunity. This will also, in due course be reported under a reporting protocol, to be agreed with the Scottish Government.

5.10 Working together, NAFD (Scotland) and SAIF (Scotland) will liaise with other relevant organisations that may regulate or scrutinise funeral directors, where there are matters of concern relevant to those organisation's responsibilities.

6. Communication Issues

6.1 NAFD and SAIF will collaborate on relevant external communications. This will include for example; Sharing and working together, as appropriate, on relevant drafts, including sections of reports and guidance, to ensure factual accuracy, to benefit from each other's knowledge and expertise, and to promote consistency of advice. Involving each other as appropriate, in conferences and other public discussion. Assisting each organisation's activities to disseminate information about matters of mutual interest. Involving each other, as appropriate, in working groups, meetings and discussions between organisations on matters of mutual relevance.

7. Dispute resolution

7.1 Any dispute between NAFD (Scotland) and SAIF (Scotland) will normally be resolved at working level. If this is not possible, it may be referred to the individuals specified in Appendix A. who will try to resolve the issues within 14 days of the matter being referred to them.

7.2 Unresolved disputes may be referred upwards through those responsible for operating this Agreement, up to and including the Chief Executives of each organisation, who will be jointly responsible for endeavouring to ensure a mutually satisfactory resolution.

7.3 If the CEOs are unable to resolve a dispute through telephonic or email communication, then a meeting will be called with the Senior Officers and the CEOs to meet in person at their earliest opportunity.

8. Duration and review

8.1 This Agreement takes effect from the last date of signing and will remain in force until it is terminated or superseded by a revised document.

8.2 Either party may terminate this Agreement by writing to the other and giving 28 days' notice.

8.3 This Agreement will be formally reviewed by NAFD (Scotland) and SAIF (Scotland) no less frequently than on each anniversary of signing. Each annual review will; report on actions arising from the operation of the Agreement in the preceding 12 months; review the effectiveness of this Agreement in

achieving its aims and make amendments where necessary; refresh operational protocols; review necessary resources and in addition, identify areas for future development of the working arrangements. Both parties to this Agreement will ensure the contact information for each organisation is accurate and up to date.

Signed by:

Dated:

Miss Mandie Jane Lavin

Chief Executive Officer

National Association of Funeral Directors

Registered office: 618 Warwick Road, Solihull, B91 1AA.

And

Signed by:

Dated:

Mr Terry Tennens

Chief Executive Officer

The National Society of Allied and Independent Funeral Directors (Scotland)

Registered office: 3 Bullfields, Sawbridgeworth, CM21 9DB.

Appendix A

Key Points of Contact

Miss Mandie Jane Lavin

Chief Executive Officer

National Association of Funeral Directors

Registered office: 618 Warwick Road, Solihull, B91 1AA.

And

Mr Terry Tennens

Chief Executive Officer

The National Society of Allied and Independent Funeral Directors (Scotland)

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1 April 2017