



HM Prison &  
Probation Service



## Community Payback Memorandum of Understanding (Lite) (“MoU”)

### 1. The Partners

Probation Service (“ <b>Probation Service</b> ”)	East of England Probation Service
Host Partner Name, Registered Number and Address (“ <b>Host Partner</b> ”)	St Catherine’s Church, Princess Margaret Road, East Tilbury, RM18 8RP

### 2. Background

2.1 The Probation Service and the Host Partner have agreed to work together on the placements detailed in one or more Work Placement Assessment and Provider Agreements (“**WPAPA(s)**”) in the form set out in Annex D (the “**Placement(s)**” or “**Project(s)**”).

2.2 The Placement(s):

- a) Will contribute to a greater public awareness and understanding of the Unpaid Work requirement;
- b) should be seen to be constructive and of benefit to the community and encourage a sense of pride in a job well done; and
- c) will promote the rehabilitative opportunities of the sentence through developing work ready skills, such as good timekeeping and working cooperatively with others.

2.2 The Parties shall undertake the Placement(s) to achieve the following key objectives:

- a) Unpaid Work / Gardening tasks

2.3 The Host Partner confirms that it has discussed the work as listed in the WPAPA(s) and understand that other tasks will have to be separately assessed before they can be undertaken. The Host Partner will keep in touch with the Probation Service

delivering Community Payback and will provide feedback to people on probation as agreed in the WPAPA(s).

### 3. Roles and Responsibilities

3.1 The Parties shall undertake the following roles and responsibilities to deliver the Project:

**Note:** Box 1 should remain as is drafted for all agreements. Further boxes are examples and should be adjusted/removed as appropriate. Further boxes can be added as required, there is no limit.

Activity	The Probation Service	The Host Partner
St Catherines Church	Lead, Assure, Confirm	Lead, Assure, Confirm
1. Select appropriate people on probation for the project based on information supplied by the Probation Service	Lead	Confirm
2. Supervise project work	Lead	Confirm
3. Allocate tasks to work groups	Lead	Assure
4. On site health and safety briefings	Lead	Assure
5. Provide probation with copies of SSOW and GRA's?	Lead	Confirm
6. Provide probation with Host Partners induction pack to people on probation	Lead	Confirm
7. Deliver tools and equipment training to people on probation	Lead	Confirm
8. Refer to the Probation Service any rule	Lead	Confirm

infringement that may lead to compliance / enforcement action		
9. ...		
10. ...		

3.2 For the purpose of the table above:

- a) Lead: The party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Objectives and Principles at all times, and consult with the other party in advance if they are identified as having a role to Assure the relevant activity;
- b) Assure: The party that will defer to the Lead on a particular task but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner.
- c) Confirm: The party confirms they accept the decision that the Lead has made with no further information required.

#### 4. Confidentiality and Compliance

##### *Confidential Information*

4.1 Each party agrees to not disclose, use or exploit any information that could reasonably be considered as the disclosing party’s confidential information and shall not disclose any confidential information belonging to the other party without the other party’s prior written consent, except to such extent as may be necessary for the performance of the party’s obligations under this MoU or required by law.

4.2 The Host Partner consents to the Probation Service publicising the Project(s) in reports and other publicity material.

##### *Health & Safety*

4.3 The Host Partner shall comply with all health and safety laws in its provision of each Placement.

4.4 Where a H&S incident is recorded, each party to comply with each parties investigation processes as required.

4.5 Without prejudice to Clause 4.3, the Host Partner is responsible for any equipment provided by the Host Partner for use by people on probation.

**NOTE:** “NOT USED” can be added to clause 4.5 if not relevant.

4.6 The Probation Service is responsible for any equipment provided by the Probation Service for use by people on probation.

#### *Insurance*

4.7 The Host Partner shall ensure that it has sufficient insurance in place to cover the liabilities that may arise under or in connection with this MoU and the Placement(s). Such insurance must include, where applicable, insurance covering people on probation travelling in Host Partner vehicles.

#### *Project Operating Rules*

4.8 The Probation Service and the Host Partner shall comply with the Project Operating Rules set out in Annex A at all times in delivering the Placement(s).

#### *Data Protection*

4.9 If the Parties are sharing Personal Data (as defined in Annex B), the Parties agree to comply with the requirements set out in Annex B to this MoU.

**NOTE:** If Personal Data is not being shared Annex B can be removed and “NOT USED” added at the end of Clause 4.9.

#### *Requirements for waste collection and disposal from the Unpaid Work Project Site*

4.10 The Host Partner will arrange collection and disposal of the waste collected at each Placement in accordance with Clause 4.111 below (unless otherwise agreed by the Probation Service).

4.11 Waste collected from Unpaid Work projects must be collected by someone with a Waste Carriers’ Licence and deposited at a site with appropriate permits, in-line with applicable legislation and the Waste duty of care code of practice (as updated from time to time).

#### *Other*

4.12 Where the Host Partner is providing supervision of people on probation, the Host Partner shall follow and comply with all policies, procedures and training materials provided by the Probation Service.

4.13 Both parties will take into consideration diversity and inclusion for all staff (Host Partner and Probation) and people on probation.

## **5. Charges and Liabilities**

5.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

5.2 The Host Partner may make the voluntary contributions set out in Annex C to this MoU. For the avoidance of doubt, such contributions are not binding.

**NOTE:** If voluntary donations are not applicable Annex C can be removed and “NOT USED” added at the end of Clause 5.2.

5.3 Where relevant The Host Partner acknowledges that it will obtain the consent of the site and/or property owner of each site and/or property where work is to take place under a WPAPA. The Host Partner will be liable for any losses suffered by the site and/or property owner as a result of such work taking place. For the avoidance of doubt, the Host Partner acknowledges that the Probation Service shall have no liability to the site and/or property owner. The Host Partner shall indemnify the Probation Service from and against all losses suffered or incurred by the Probation Service arising out of or in connection with any claims by a site and/or property owner relating to the work listed above taking place under a Work Placement Assessment and Provider Agreement.

**NOTE:** This Clause 5.3 only applies when the Host Partner is not the site and/or property owner. Not applicable can be added to the end of the clause if they are the site/property owner.

5.4 The Probation Service shall bear no responsibility for damage to the Host Partner’s site and/or property, save where such damage occurs: (i) under the supervision of the Probation Service; and (ii) as a direct result of the negligence of the Probation Service.

## 6. Status

6.1 The Parties acknowledge and agree that this MoU is intended to be legally binding, and legal obligations and legal rights shall arise between the Parties from this MoU.

6.2 This MoU and any issues arising out of or connected to it shall be governed by the laws of England and Wales and the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this MoU or its subject matter or formation.

6.3 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

6.4 If there is any conflict between the terms of this MoU and the Annexes, the conflict shall be resolved in accordance with the following order of precedence:

- a) Annex B (Data Sharing);
- b) Clauses 1 to 5 (inclusive) of this MoU;
- c) the other Annexes to this MoU.

## **ANNEX A**

### **Project Operating Rules**

1. People on probation attending the Project will be selected by the Probation Service based on information supplied by the Probation Service risk and needs assessment (the unpaid work assessment). The Probation Service will manage such selection process in accordance with the stringent risk assessment processes. Management of any risks presented by people on probation or others will be the first priority in determining allocation of people on probation to the Project.
2. The Host Partner may make reasonable requests in relation to specific requirements for people on probation participating in Placements and may also request that people on probation with specified convictions as set out below in this Annex A ("**Excluded People on Probation**") do not participate in Placements. The Probation Service will take such requests into consideration and will not select Excluded People on Probation for Placements.
3. The Project will be explained to the people on probation at the Induction to the UPW requirement conducted by the Probation Service at which a form agreeing consent to share information with the Host Partner will be signed where necessary. The Induction will include an explanation of people on probation's rights (e.g. how to complain), as well as responsibilities. "**Induction**" means a formal meeting with the people on probation where the rules and responsibilities of UPW are explained and any official documents are explained and signed, including a consent form to share personal information. It does not include the onsite induction where, for example, the day's work is explained.
4. The community payback working day is expected to be 7 hours including regular breaks.
5. Female people on probation have the right not to be a single woman in an all-male environment.
6. People on probation are expected to wear distinctive community payback tabards unless exempted by conditions set out in the Community Payback Operations Manual.
7. The Probation Service and where applicable the Host Partner will enforce strict standards of behaviour on the part of people on probation participating in the Project:
  - a) People on probation reporting for work on time – any people on probation reporting late will be sent away unless a reasonable and acceptable explanation can be given;
  - b) People on probation will be sent away and may be suspended from Community Payback if they display unreasonable or disruptive behaviour while attending the Project;
  - c) People on probation will be sent away and may be suspended from Community Payback if they attend the project under the influence of drink or drugs;

- d) Smoking will not be permitted on the work site except in areas designated by the Host Partner and during official breaks;
  - e) People on probation should not leave the work site unless permission has been granted;
  - f) People on probation will not be permitted to use a mobile phone whilst under supervision unless permission is granted; and
  - g) People on probation will not be permitted to use or bring cameras and other electronic equipment on site.
8. The Host Partner will report any breach of the Project Operating Rules it becomes aware of to the Probation Service by the end of the next Working Day.

### **Excluded People on Probation**

The Probation Service will not select any person on probation to attend the Placement who have current or previous convictions for any of the following offences:

- 1) Offences to be determined on a case-by-case basis

## ANNEX B

**NOTE:** If no Personal Data is being shared then this Annex may be removed.

### Data Sharing

#### 1 Definitions and interpretation

##### 1.1 In this Annex B:

<b>Business Day</b>	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
<b>Communication</b>	means any correspondence or communication (whether written or verbal) from a Supervisory Authority relating to the processing of any of the Shared Data;
<b>Data Protection Laws</b>	means (a) any law which relates to the processing, privacy and/or use of Personal Data, including the EU General Data Protection Regulation 2016/679 as incorporated into domestic law in the United Kingdom, the Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended by SI 2011 no. 6), as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the European Union (Withdrawal) Act 2018 (each, as amended, shall be referred to as the “ <b>UK GDPR</b> ”, the “ <b>DPA 2018</b> ” and “ <b>PECR</b> ” accordingly) and (b) any code of practice or guidance published by a Supervisory Authority or other relevant regulator from time to time;
<b>Data Subject Request</b>	means a request made by a Data Subject to exercise any right(s) of Data Subjects under Chapter III of the UK GDPR in relation to any of the Shared Data or concerning the processing of such data;

<b>Data Transfer</b>	means transferring any Shared Data to, and/ or accessing any Shared Data from and/ or processing any Shared Data within, a country, territory or jurisdiction that is outside of the United Kingdom (“UK”);
<b>Disclosing Party</b>	means the Probation Service;
<b>DSA</b>	means this Annex B;
<b>Permitted Purpose</b>	means the purpose as set out in Part 1 of the Appendix;
<b>Permitted Recipients</b>	means the Receiving Party’s employees and contractors who need access to the Shared Data for the Permitted Purpose;
<b>Personnel Personal Data</b>	means Personal Data, including contact details, relating to Permitted Recipients;
<b>Receiving Party</b>	means the Host Partner;
<b>Security Requirements</b>	<p>means the requirements regarding the security of Personal Data as set out in the Data Protection Laws including, in particular (but without limitation) to implement and maintain appropriate technical and organisational measures to:</p> <p>(a) ensure a level of security appropriate to the risk, taking into account the risks presented by the processing, including the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and</p> <p>(b) protect the Shared Data against the risks of a Personal Data Breach;</p>
<b>Shared Data</b>	means Personal Data received by the Receiving Party from or on behalf of the Disclosing Party, or otherwise made available by the Disclosing Party for the Permitted Purpose;

**Supervisory Authority** means any regulator, authority or body responsible for administering Data Protection Laws; and

**Third Party Request** means a written request from any third party for disclosure of Shared Data where compliance with such request is required or purported to be required by law or regulation.

1.2 The terms “**Controller**”, “**Data Subject**”, “**International Organisation**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processor**” and “**processing**” (and “**process**”, “**processes**” and “**processed**” shall be construed accordingly) shall have the same meanings given to them in the Data Protection Laws.

1.3 This DSA shall commence upon the date on which both parties have signed the MoU and shall continue in effect until the date on which the Shared Data is no longer relevant or necessary in accordance with paragraph 4.1.2, unless otherwise subject to earlier termination in accordance with paragraph 11.

## **2 Status of this DSA and the parties**

2.1 Personnel Personal Data: Without prejudice to paragraph 2.2, the parties each acknowledge and agree that each party shall process Personnel Personal Data (in their respective capacities as Controllers) under and in connection with this DSA for the purposes of administration, management, dispute resolution and compliance with this DSA.

2.2 Shared Data:

2.2.1 The parties may each process the Shared Data. The parties each acknowledge that the factual arrangement between them dictates the classification and role of each party in respect of the Data Protection Laws. Notwithstanding the foregoing, the parties anticipate that they shall each act as an independent Controller in respect of the processing of the Shared Data.

2.2.2 Notwithstanding paragraph 2.2.1, if the parties are deemed to jointly determine the purposes and means of processing any Shared Data, they shall make an arrangement as to their respective responsibilities for complying with their obligations under Data Protection Laws, in particular as regards their obligations set out in Part 2 of the Appendix to this DSA.

2.3 Compliance: Each party shall at all times comply with all Data Protection Laws in its performance of its obligations under this DSA.

- 2.4 Licences: Except as otherwise provided, this DSA does not transfer ownership of, or create any licences (implied or otherwise), in any intellectual property rights in any Personal Data.

### **3 Obligations of the Disclosing Party**

The Disclosing Party shall ensure prior to sharing the Shared Data with the Receiving Party that privacy notices have been made available to each relevant Data Subject in accordance with its obligations under Data Protection Laws. The Disclosing Party shall promptly notify the Receiving Party if it becomes aware that a relevant Data Subject has requested that their Shared Data is no longer processed by either party for the Permitted Purpose.

### **4 Obligations of the Receiving Party**

- 4.1 The Receiving Party shall, and shall ensure that each of the Permitted Recipients shall, ensure that at all times:

4.1.1 it is not subject to any prohibition or restriction which would prevent or restrict it from processing the Shared Data as envisaged under this Agreement;

4.1.2 it shall undertake all processing of the Shared Data always: (a) solely and to the extent necessary, and for as long as is necessary, for the Permitted Purpose, and (b) in all respects in accordance with this DSA and all Data Protection Laws;

4.1.3 all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable it to process the Shared Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this DSA in accordance with the Data Protection Laws;

4.1.4 that the processing of the Shared Data shall be limited to Permitted Recipients that: (a) need to process it for the Permitted Purpose in accordance with this DSA; (b) are reliable and adequately trained; and (c) are subject to (and comply with) binding written contractual undertakings to keep the Shared Data confidential;

4.1.5 it shall hold the Shared Data confidentially and under at least the conditions of confidence as the Receiving Party holds its own confidential information and other Personal Data processed by it other than the Shared Data;

4.1.6 that appropriate technical and organisational measures are in place sufficient to comply with at least the obligations imposed on them by the

Security Requirements, and at any time promptly on request provide the Disclosing Party with evidence of its compliance with such requirements;

4.1.7 not disclose the Shared Data received from the Disclosing Party to a third party (including a supplier or affiliate) in any circumstances without the Disclosing Party's prior written consent, save in relation to: (i) disclosures to Permitted Recipients; and (ii) Third Party Requests; and

4.1.8 it shall not by any act or omission cause the Disclosing Party (or any other person) to be in breach of any Data Protection Laws.

## **5 Permitted Recipients**

5.1 The Receiving Party shall be primarily liable to the Disclosing Party for all acts, errors and omissions of each of the Permitted Recipients as if they were the acts, errors and omissions of the Receiving Party. Each obligation in this DSA on the Receiving Party to do, or refrain from doing, anything shall include an obligation on the Receiving Party to ensure all Permitted Recipients do, or refrain from doing, such thing.

5.2 The Receiving Party shall be permitted to engage and employ Permitted Recipients to carry out any processing of any Shared Data, provided always that each of the Permitted Recipients (other than the employees of a Permitted Recipient or of the Receiving Party) carrying out any processing of the Shared Data is subject to a binding written agreement on terms which comply in all respects with the requirements of all Data Protection Laws (including Article 28 of the UK GDPR), and are no less onerous than the terms set out in this DSA, except that the Permitted Recipient shall not itself be entitled to sub-contract any of its rights in relation to the processing of the Shared Data nor to transfer the Shared Data to any other third party.

## **6 International transfers**

The Receiving Party shall not (and shall procure that any Permitted Recipient shall not) make a Data Transfer without the Disclosing Party's prior written consent.

## **7 Personal Data Breaches**

7.1 The Receiving Party shall notify the Disclosing Party without undue delay (and in any event within 24 hours) upon it (or any of its Permitted Recipients) becoming aware of any actual, suspected or threatened Personal Data Breach in respect of any Shared Data ("**Data Loss Event**"), and within 24 hours or such other timescale to be agreed by the parties, shall:

- 7.1.1 comply with its obligations under the Data Protection Laws in relation to the handling of such Personal Data Breach, including (without limitation) seeking to recover the compromised data as soon as practicable and implement any measures necessary to restore the security of the compromised Shared Data;
  - 7.1.2 promptly provide the Disclosing Party with a report containing details about the nature of the Data Loss Event and actions taken under paragraph 7.1.1 and provide the Disclosing Party with further information in phases, as details become available (and where possible the Receiving Party shall notify the Disclosing Party as soon as possible in advance of such action being taken, and in any event shall do so within one Business Day of such action); and
  - 7.1.3 co-ordinate with the Disclosing Party the management of public relations and public statements relating to the incident, and shall make no public statement in relation to the incident without the prior written approval of the Disclosing Party.
- 7.2 The Receiving Party shall provide all such assistance, support and information as the Disclosing Party reasonably requires to comply with the Disclosing Party's obligations relating to Personal Data Breaches in relation to any Shared Data or otherwise connected with this DSA (including notifications to the Supervisory Authority and/or relevant Data Subjects) as imposed on the Disclosing Party by the Data Protection Laws.

## **8 Data Subject Requests and Communications**

- 8.1 The Receiving Party shall notify the Disclosing Party promptly (and, in any event, within one Business Day) of receipt of any Communication, Third Party Request or Data Subject Request relating to any of the Shared Data, and shall consult in advance with the Disclosing Party and promptly comply with the Disclosing Party's reasonable instructions (if any).
- 8.2 Without prejudice to either party's obligations under paragraph 2.3, the Receiving Party shall be responsible for compliance with and responding to any Data Subject Request, Communication and/or Third Party Request where it first received such Data Subject Request, Communication and/or Third Party Request.
- 8.3 Each party shall promptly co-operate with and provide reasonable assistance, information and records to the other to assist each party with their respective compliance with Data Protection Laws and in relation to all Communications and Data Subject Requests.

- 8.4 The Disclosing Party's obligations under: (a) paragraph 7.1; and (b) paragraphs 8.1 and 8.2 to the extent relating to any Personal Data Breach; shall in each case be performed at the Receiving Party's expense, except to the extent that the circumstances giving rise to such obligation arose out of any breach by the Disclosing Party of its obligations under this Agreement.

## **9 Records, retention, ceasing processing and destruction**

- 9.1 The Receiving Party shall maintain complete, accurate and up to date written records of all of its processing of the Shared Data and as necessary to demonstrate its compliance with this DSA, and shall promptly (and in any event within three Business Days) on request provide the Disclosing Party with copies of all such records.

- 9.2 The Receiving Party shall, and shall ensure that all Permitted Recipients shall, except to the extent required otherwise by applicable laws of the United Kingdom, upon the earlier of:

9.2.1 termination or expiry of the MoU; and/or

9.2.2 termination of this DSA in accordance with paragraph 11.2; and/or

9.2.3 the date on which the Shared Data is no longer relevant or necessary in accordance with paragraph 4.1.2, and/or

9.2.4 in relation to Shared Data relating to a specific individual or individuals, the date on which such individual or individuals are no longer participating in or connected with the Permitted Purpose,

cease processing all Shared Data received from the Disclosing Party (or in relation to Shared Data under paragraph 9.2.4, all Shared Data relating to that specific individual or individuals) and return and/or immediately confidentially, irrecoverably and securely destroy all such Shared Data (and all copies) in its possession or control (such that such Shared Data is no longer retrievable), as directed in writing by the Disclosing Party.

- 9.3 To the extent the Disclosing Party has requested the destruction of Shared Data in accordance with paragraph 9.2, the Receiving Party shall, and shall ensure that the Permitted Recipients shall, (following such destruction) sign a declaration to confirm that the Shared Data and all copies of the Shared Data have been destroyed and to the required standards.

## **10 Key Contacts and Amendments to this DSA**

- 10.1 Key contacts: The parties acknowledge that the representative within their organisation with overall internal responsibility for ensuring the respective party's compliance with its obligations under this DSA is the Ministry of Justice's Data Protection Officer who can be contacted at dpo@justice.gov.uk (for the Disclosing Party) and chris.pewtal@outlook.com (for the Receiving Party (Host Partner)).
- 10.2 Amendments: Upon a change in applicable laws in the United Kingdom, the parties acknowledge it may be necessary to and they will amend the terms of this DSA in so far as is required to ensure the parties continued compliance with the Data Protection Laws and/or any other applicable laws in the United Kingdom.

## **11 Termination**

- 11.1 This DSA shall terminate automatically in the event of termination of the MoU.
- 11.2 The Disclosing Party may terminate this DSA with immediate effect in the event of breach of its obligations by the Receiving Party.
- 11.3 In the event of termination of this DSA for any reason, the Receiving Party's obligations to cease processing and to destroy the Shared Data and provide a certificate of destruction in accordance with paragraph 9 shall continue without limitation.

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THE APPENDIX TO ANNEX B

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**Part 1 – Types of Shared Data**

The parties intend to share the following types of Personal Data under this Agreement:

Reference:	Shared Data
Subject matter of the Personal Data	No Data Shared
The nature and purpose of processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A

**Part 2 - Joint Controllership Arrangements**

If the parties are deemed to jointly determine the purposes and means of processing any Shared Data, they shall make a transparent arrangement as to which of them shall be responsible for compliance with the following particular obligations:

- (a) Delivery of privacy notices (or equivalent transparency information) to the Data Subjects, including how those Data Subjects should contact the joint Controllers
- (b) Handling Data Subject rights requests
- (c) Handling Data Subject complaints
- (d) Conducting data protection impact assessments and creating other accountability documentation as required (e.g. records of processing activities)
- (e) Leading on handling Personal Data Breaches
- (f) Contracting with any Processors
- (g) Leading on liaison with the Supervisory Authority and other data protection regulators

**ANNEX C**  
**Contributions**

**NOTE:** If no contributions are being shared then this Annex may be removed.

**1. Benefit in Kind (where relevant)**

Please provide full details of how the Host Partner will contribute towards the cost of providing and managing the CP placement e.g. through the provision or storage of UPW vehicles, tools or equipment.

No benefit in kind agreed

## 2. Financial Contribution (where relevant)

Please provide full details of how much the Host Partner will contribute towards the cost of providing and managing the CP placement.

E5 Fuel/ aspen Fuel as required

Value of contribution:

0

Frequency/date:

0

See Financial Contributions Guidance for invoicing process and cost codes

**ANNEX D****Work Placement Assessment and Provider Agreement (WPAPA)****[To be completed by Community Payback Staff]****[To be completed per work site, post MoU signature if there are several work sites and prior to any work being undertaken]**

 <b>HM Prison &amp; Probation Service</b>		 Community Payback	
<b>Community Payback</b> <b>Work Placement Assessment and Provider Agreement</b>			
<b>1. Placement Details</b>			
Organisation/Host Partner (" <b>Host Partner</b> ")	St Catherines Church East Tilbry & Chris Ford		
Placement Name	St Catherines Church East Tilbry		
Placement phone number	07776248832		
Placement address	St Catherine's Church, Princess Margaret Road, East Tilbury, RM18 8RP		
Contact name	Chris Ford		
Contact phone number	07776248832		
Contact email	Chris.pewtal@outlook.com		
Contact address	44 Northumberland Road Linford, Stanford le Hope SS17 0PU		
<b>2. Placement Description</b>			

Brief description of project	<p>St Catherines church is of considerable age with parts of it having been built as early as the 12th century. The church is built mainly of flint, with some Kentish ragstone and some Roman material. Dressed Reigate stone has been used for important parts such as window and door frames and arches.</p> <p>The stump of a tower, which contains the vestries, was built by the First World War garrison of Coalhouse Fort, No 2 Company, London Electrical Engineers. Originally, they had planned to build a complete tower in memory of their fallen comrades but were stopped by higher authorities as the correct procedures had not been followed. There is an inscription tablet in the stump recording the original intentions rather than what actually happened.</p> <p>Summary of work tasks:</p> <ul style="list-style-type: none"> <li>• General gardening and outdoor work to include Mowing, Strimming hedge trimming and path edging.</li> <li>• Tidying of graves</li> <li>• Pathway edging</li> </ul> <p>No bushes or shrubs to be cut back or conduct any mowing adjacent to boundary of first house</p> <p>This project operates under the Community Payback scheme with supervision and strict health and safety protocols in place.</p> <p>This project operates under the Community Payback scheme with supervision and strict health and safety protocols in place.</p> <p>The risk assessment identifies hazards such as uneven surfaces, manual handling risks, fire hazards, falling objects. It also accounts for public interaction risks. (Separate Risk Assessment and Mou).</p>
Placement / property address	<p>St Catherine’s Church, Princess Margaret Road, East Tilbury, RM18 8RP</p>
Property owner name (if applicable)	

Does the Property have CCTV?					No		
Has the Host Partner obtained the property owner's consent for the Unpaid work to take place at the property (if applicable)?				Yes			
Group Placement?	Yes		Individual Placement?		No		
If group, what the maximum number of people on probation that can attend?			10 more with confirmation of dynamic risk assessment				
Days available?	Mon <input type="checkbox"/>	Tues <input checked="" type="checkbox"/>	Wed <input type="checkbox"/>	Thurs <input type="checkbox"/>	Fri <input type="checkbox"/>	Sat <input type="checkbox"/>	Sun <input type="checkbox"/>
The relevant associated documents for this placement are listed below:							
Site specific risk assessment, relevant GRAs and SSOW							

### 3. Relevant Risk Information

Maximum level of Risk of Harm manageable at placement?

Low to medium risk. High Risk to be placed with management oversight only where the type of risk identified can be safely managed.

Are any cohorts of people on probation not able to attend this placement e.g. those convicted of sexual offences or domestic abuse perpetrators?

Individuals with exclusion zones within the area

Those known for outward displays of religious hatred.

Other offences to be determined on a case-by-case basis

Are vulnerable adults or children likely to be present at the placement?

No

Are there ready opportunities for offending present at the placement?

Yes

If yes, provide details and action required to mitigate the risk:

All group members will be risk assessed and allocated as suitable for the placement.

Where possible host partner will keep all areas that UPW do not require access to locked/ shut off.

Group to be briefed on areas they are not to enter.

Group to be briefed on the expectations of behaviour on site and the fact that members of the public will be in close proximity as well as the expectation that they are not to interfere with private property.

Any inappropriate behaviour to be dealt with at the earliest opportunity and where necessary group members removed from the project.

The host partner is required to lock away or remove all items of value and importance from sight where possible. Where not possible, they are to notify the attending supervisor of such items to enable them to manage people on probation in that area.

Supervisor to wear People safe device at all times, for emergency response and to act as a deterrent to anti-social behaviour.

Supervisor to remain present with the group at all times.

All group members to be identifiable at all times in community payback orange Hi-viz and supervisor will undertake regular head counts.

Is the placement suitable for Identification as a CP project	Yes	
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If no, provide details:

Does the placement provide work of a suitably demanding nature?	Yes	
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Has a health and safety risk assessment been completed?	Yes	
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Are there First Aid arrangements on site sufficient to address any likely needs arising from the specific tasks being undertaken? These arrangements can range from a First Aid box on site and accessible, to the person on probation having access to a qualified First Aider.	Yes	
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Are there any other factors to be taken into account when considering allocation of people on probation to the placement?

Everyone is risk assessed on a case-by-case basis, to safely assess where and who they can be allocated with.

For this project consideration to be given to the following protected characteristics:

1. Pregnancy- All pregnant individuals are subject to their own individual risk assessment prior to allocation/ continuing allocation on this project.
2. Religion or Beliefs

#### 4. Employment and skills related opportunities

Are there opportunities for any of the following at this placement?

Employment related skills?	Yes		Vocational Skills?	Yes	
Skills for life?	Yes		Formal Certification?		No
Problem Solving Skills?	Yes		Guaranteed Interview?		No

Details of Skill and Employment Related Opportunities Provided by Placement:

**General employability skills** including – adherence to basic boundaries, time keeping and structure of a working day, team working, communication skills and experience of working cooperatively with others. Following H & S rules and regulations and correct use of PPE. These skills are beneficial for preparing people on probation for employment.

**Practical skills** including – gardening and outdoor maintenance skills, safe and correct use of hand tools, equipment and garden machinery, including strimmers. How to prepare areas for painting and how to apply paint correctly and safely. Working with others. Problem solving.

Although this placement doesn't offer formal certification Community payback offers their own certification programme that people on probation can learn skills from and use these certificates to enhance their continuous professional development.

#### 5. Host Partner contact with People on Probation

Please provide details of planned contact with work provider and / or Host Partners and frequency and nature of feedback to the people on probation:

Host partner or elected member of project team will be on site each time the team attends.

## 6. Site details

Please provide details of access arrangements, including keys, alarms etc:

Parking for CP van in car park on site, Host partner will attend to open and lock up each visit.

All group members must bring their own food and drink; however, host partner will supply access to a kettle/ fridge/ kitchen/ break out space

Are there toilet and hand washing facilities?

Yes

Provide details:

Toilet facilities available in the side entrance of the church, with handwashing facilities. Kitchen is also available for drink and lunch breaks

Is there anywhere for smoking during breaks?

Yes

Provide details:

Smoking outside of the church yard gates. Please dispose of cigarette butts safely and legally.

## 7. Placement attributes

Does the placement offer regular work opportunities?

Yes

Provide details:

Work in the graveyard provides plenty of work especially throughout the spring and summer months

Is the placement dependent upon weather or other factors?

Yes

Provide details: Kitchen area available for bad weather days. Group can also sit in the porch of the church main entrance.		
Is the Host Partner supervising people on probation?		No
Provide full details of arrangements for Host Partner to provide supervision (if applicable):		
Accessibility - is the placement easily accessed using public transport?	Yes	
Provide details: East Tilbury train station is a 30 minute walk from the church		
Accessibility – are there any barriers to participation?		No
Provide details (including any reasonable adjustments required): Plenty of light duties work available, including weeding, raking, cleaning etc.		

## 8. Job Requirements

Are any tools and equipment are needed for this placement?	Yes	
Provide details: <b>Tools/equipment provided by Probation:</b> Mowers Strimmers Secateurs Forks Spades Shovel Rakes Hoes Shears		

<p>Loppers</p> <p>Brooms</p> <p>Bow saw</p> <p>Pick axe</p> <p>Hammers/mallets</p> <p>Wheelbarrows</p> <p>Step ladder</p> <p>Leaf blowers</p> <p>Rotavator</p> <p>Pressure washers</p> <p>Litter pickers and rings</p> <p>Fence post hole diggers</p> <p>Wire brushes</p> <p>Paint extension pole</p> <p>Strimmer cord</p> <p>Edging irons</p> <p>Kettle</p> <p>Weed scraper</p> <p><b>Materials required from beneficiary:</b></p> <p>E5 unleaded Fuel</p> <p>2 stroke Oil</p> <p>Rubble sacks or tonne bags</p> <p>Waste bags</p> <p>Any other job specific materials, such as: Tile adhesive, Grout, Cement, bricks/slabs etc.</p>		
Will the required tools and equipment be supplied by the Community Payback Team?	Yes	
<p>Provide details:</p> <p>All Tools will be brought to site on CP van.</p>		
Is any Personal Protective Equipment (PPE) required?	Yes	

Provide details:

**PPE:**

Gloves

Eye protection/goggles/face shield/safety glasses

Strimmer harness

Safety boots

Hard hats

Ear defenders

Hi -vis tabards

Will the required PPE be supplied by the Community Payback Team?

Yes

Provide details:

All PPE will be brought to site on CP van.

**9. Placement provider agreement**

I understand that as Host Partner I am responsible for ensuring that insurance cover is in place for the period that people on probation and Community Payback staff are engaged on the project.

On behalf of the Host Partner, I have discussed the work as listed above and understand that other tasks will have to be separately assessed before they can be undertaken. I will keep in touch with the Probation Service delivering Community Payback and provide feedback to people on probation as agreed in section 5 above.

I consent to my organisation's use of Community Payback being publicised in reports and other publicity material.

Yes

Signed Host Partner:

*C M Ford*

Date: 17/Jan/2026

Job title/Position:

Signed on behalf of the EoE Probation Service:

*P. Garnett*

Date: 19/11/2025

Job title/Position: UPW Operations Manager	

AGREED by the Parties through their duly authorised representatives:

Signed on behalf of the Host Partner: <i>C M Ford</i>	Date: 17/Jan/2026
Title/Position: Churchwarden – parish of East and West Tilbury and Linford	
Signed on behalf of the HMPPS/[Insert Region] Probation Service	Date:
Title/Position:	