

KSSCRC Community Payback Beneficiary Agreement

i. Version Control

Record of Amendment		
Version Number	Date of Issue	Detail of Change
0.1	12/03/2018	Final Version of Document
0.2	01/07/2019	Final Version of Document

ii. Document Sign-Off

Signatory or Forum	Signature (if applicable)	Date
Community Payback ACPO/ACO	N/A	10/06/2019

iii. Contact Details

Position	Name	Role	Email address	Phone
CP ACPO	Claire Jones	Owner	Claire.jones@ksscrc.co.uk	07734 365652
CP Operational Manager	Bernii Langridge	Author	Bernii.langridge@ksscrc.co.uk	07771977974

iv. Associated Documents

<p>CP Contribution Agreement</p> <p>P3 Project Details form</p> <p>Community Payback information for work providers (leaflet)</p> <p>CP Individual Placement H&S assessment form</p> <p>CP individual Placement requirements</p> <p>CP IP hours worked record sheet</p>

COMMUNITY PAYBACK BENEFICIARY AGREEMENT

BETWEEN

KENT, SURREY & SUSSEX COMMUNITY REHABILITATION COMPANY LTD* (KSSCRC)

AND

(BENEFICIARY NAME) (The Beneficiary)

Guidance to KSSCRC staff

Group Placements:

Go through Community Payback Beneficiary Agreement (CPBA)
Complete Project Details Form
Complete Contribution Agreement as appropriate
Sign all documents and obtain Beneficiary signature to CPBA and Contribution Agreement.

Individual Placements:

Go through Community Payback Beneficiary Agreement
Go through Individual Placement Agreement
Provide copy of Hours Worked Record Sheet and Health & Safety Assessment Form
Sign both documents and obtain Beneficiary signature on both documents

*Company registered in England & Wales under registration no. 08802556. Registered office: 75-77 Main Road, Hockley SS5 4RG

1. Introduction

- 1.1 KSSCRC provides Community Payback services across the counties of Kent, Surrey & Sussex for service users supervised by KSSCRC and by the National Probation Service, who are sentenced to an unpaid work requirement.
- 1.2 Unpaid Work is a sentence of the Court which delivers punishment by depriving service users of free time, while ensuring payback to the community. It promotes public understanding and confidence in community sentences, while enabling the individual to gain work related skills in a positive, law abiding environment.
- 1.3 Work undertaken on Community Payback projects is intended to benefit and improve local communities and does not provide profit for KSSCRC
- 1.4 Community payback does not replace paid employment of others but may add value to work undertaken by the Beneficiary.
- 1.5 KSSCRC carries full public liability, employer's liability and professional indemnity Insurance.

2. Responsibilities of KSSCRC

Group Projects

- 2.1 In group projects KSSCRC will be responsible for work on the project as set out in the Individual Project Details form a copy of which will be provided to the Beneficiary.
- 2.2 KSSCRC will provide a named member of staff as a single point of contact for the project.
- 2.3 Supervision of service users will be by:
 - i) A KSSCRC community payback supervisor for the projectOr
 - ii) A staff member or volunteer from the BeneficiaryOr
 - iii) Jointly by both of the above
- 2.4 In this project (*delete as appropriate*) (i) (ii) (iii) applies and the Supervisor(s) will be responsible for the supervision of service users who are engaged on the project and will ensure that at the end of each work period the site is left in as clean and tidy condition as is compatible with the work undertaken.

Individual Placements

- 2.5 For individual placements service users will have been screened to ensure, as far as is reasonably possible, the individual is suitable for the placement.
- 2.6 *Additional* arrangements about individual placements are in the Individual Placement Agreement attached which will be signed for all individual placements.
- 2.7 Before any publicity about the work/the project is undertaken KSSCRC will discuss this with the Beneficiary.

3. Responsibilities of the Beneficiary

- 3.1 To comply with their responsibilities as set out in the Project Details Form
- 3.2 **To ensure that their insurers have been told of the project and that adequate insurance cover is in place taking account of any increased risks presented by the existence of the project and provide evidence of this insurance on request to KSSCRC.**
- 3.3 To provide a named individual as a single point of contact for the project.
- 3.4 When applicable to provide any agreed contribution in money or tools/equipment etc. as set out in the Contribution Agreement in a timely manner.
- 3.5 To ensure that all individuals (staff or volunteers) working for the Beneficiary who need to know are aware of the existence of the project.
- 3.6 To support the aims of community payback as set out in 1.2 & 1.3 above by agreeing to the project being publicised in reports and other publicity material by KSSCRC.
- 3.7 Only to publicise the existence of the project in the press or otherwise with the consent of KSSCRC and in the event of media interest to direct media enquiries to the KSSCRC communications staff.
- 3.8 To comply with all obligations under the Data Protection Legislation and ensure that any personal data provided by KSSCRC is securely held and destroyed at the end of the project. If, exceptionally, there is a business need to retain personal data this is agreed with KSSCRC and a date for destruction set.
- 3.9 To take all reasonable steps to prevent fraud or corruption in relation to this agreement and work carried out under it.
- 3.10 To co-operate fully with any investigation (e.g. in respect of complaints by service users or alleged staff misconduct) which may be undertaken by KSSCRC

4. Termination

- 4.1 KSSCRC may terminate this agreement immediately in the event of a breach by the Beneficiary of any of its responsibilities set out above or in any Individual Placement Agreement.
- 4.2 Either party may terminate the agreement at any time by giving 4 weeks' notice in writing to the other.

5. Signature

	Signatures & Names	DATE
KSSCRC (signature)		
Name (print)		
Job title		
Address		
Telephone No		
Email:		
Beneficiary (signature)		
Name (print)		
Role/Job title		
Address		
Telephone No.		
Email		