

MEMORANDUM OF UNDERSTANDING

between

**The Probation Board for Northern Ireland
(PBNI)**

and

**Belfast City Council
(BCC)**

Annadale Allotments



**Belfast
City Council**



PBNI Probation Board
for Northern Ireland

Summary/Version

Title	Memorandum of Understanding between the Probation Board for NI (PBNI) and Belfast City Council (BCC) in respect of Annadale Allotments
Partners	PBNI BCC
Date of Agreement	
Date of initial Review	
2nd review	
Asset Owner:	

Version No.	Amendments Made	Authorisation
v 0.1		
v 0.2		
v 1.0		

CONTENTS

1. Background and context
2. Purpose and Application
3. Activities
4. Underpinning principles
5. Roles and Responsibility
6. Liability and Insurance
7. Costs
8. Fair Processing
9. Information Sharing
10. Staff Awareness
11. Monitoring and Review
12. Termination
13. Freedom of Information
14. Signatories
15. Implementation Date

Appendix 1 Data Protection Principles

1. Background and Context

- 1.1 PBNI has responsibility for the Community Service scheme, whereby offenders are required to undertake unpaid work for the benefit of communities across Northern Ireland, as directed by the Court. The aim of Community Service is for offenders to pay back to the community in a positive way for the damage caused by their offending. Every year thousands of unpaid hours of work are completed, benefiting many communities across Northern Ireland.
- 1.2 PBNI have an established relationship with BCC OSS service through its graffiti removal service. PBNI wish to extend this relationship to carry out work at Annadale allotments on behalf of the allotment holders, and with agreement from the OSS site staff. Primarily the support by PBNI will be aimed at supporting those plot holders who are unable, for a variety of reasons e.g. sickness, are unable to manage their own plots at the time being. The plots will be agreed with the allotment committee and holders in advance of any works being carried out. The works involved in this scheme will be broadly limited to manual works using handheld manual tools. And electric equipment required will be used only by the team supervisor, with fuel costs being covered by the allotment committee.
- 1.3 It is anticipated that the programme of work will begin from 1st April 2024 and will last to September 2024. Work will be carried out one pre agreed day per week within normal working hours.
- 1.4 This Memorandum of Understanding is a statement of intent that does not give rise to legally binding obligations in respect of either party except where expressly stated.

2. Purpose and application

- 3.1 PBNI is committed to ensuring the successful maintenance of Annadale Allotments alongside BCC and Allotment Holders.
- 3.2 The purpose of this Memorandum of Understanding (MOU) is to clarify the relationship between the Probation Board for Northern Ireland (PBNI) and Belfast City Council (BCC) in respect of Annadale Allotments.
- 3.3 It provides for effective co-operation and communication between PBNI and BCC in respect of Annadale Allotments.

3. Activities

- 3.1 PBNI is responsible for the activities carried out by the offenders under its supervision. Any work carried out must take account of the safety of PBNI staff and service users, and such work will not be undertaken if this compromises their safety or the safety of the other allotments users.
- 3.2 Work undertaken as part of this MoU by the PBNI team will include:
- Work to manage and maintain individual plots where the plot holder is currently unable to manage the plot themselves due to illness;
 - Work to manage and maintain those plots that have not been allocated for a long period of time due to being in a state of disrepair and therefore, unattractive to any new tenant;
 - Work to manage and maintain common areas and internal hedges
- 3.3 Any work carried out as part of this agreement will have the prior approval, with guidance being given, by the OSS team. The PBNI supervisor will provide the OSS assistant manager with a proposed work programme two weeks in advance.
- 3.4 Work will be carried out one day per week during normal working hours. The PBNI team will be supervised by their own staff at all times when on site.

4. Underpinning principles

Parties will adhere to their respective policies, guidance/procedures relevant to the management of information, including data security, records management, retention and disposal arrangements and data handling.

- 4.1 BCC and PBNI are committed to:
- upholding the individual's rights under the Human Rights Act 1998.
 - providing advice and assistance as and when required.
 - ensuring relevant information exchanges are timely and accurate.
 - promoting equality of opportunity.

- non-discriminatory practice in respect of gender, race, ethnicity, religious beliefs, age, disability, sexual orientation or for any other reason.
- confidentiality in respect of the information shared.
- the principle of consent and will only disclose information with consent or if the law requires it, or if the law allows it and we believe it is important to do so.
- openness and transparency.
- working with the offender to achieve best outcome for all.
- reflecting the attitudes and views of the victim, where appropriate.

5. Roles and Responsibilities

5.1 PBNI:

- (i) PBNI shall provide the appropriate tools to carry out the work.
- (ii) PBNI shall have access to facilities at BCC Annadale Allotments
- (iii) PBNI shall ensure that the offenders are supervised at all times when they access the BCC Annadale Allotments and use the indoor facilities.
- (iv) PBNI shall remain responsible for its staff and the offenders at all times while at Annadale Allotments.
- (v) PBNI shall be responsible for ensuring that the correct personal protective equipment is worn by its staff and offenders at all times and replaced as and when required.
- (vi) PBNI shall ensure that refresher training is provided to its staff when required.
- (vii) PBNI shall ensure that its staff and the offenders have received the requisite training required to use the approved equipment and Personal Protective Equipment (PPE) before work is commenced under this MoU.
- (viii) PBNI shall devise bespoke risk assessment in respect of the work to be undertaken administering this MoU.

5.2 BCC:

- (i) BCC shall provide access to the allotments during the days and times agreed for carrying out the proposed work activities.
- (ii) BCC Open Spaces and Streetscene team to provide guidance to the PBNI supervisor and team regarding the work activities and will agree weekly how and what work will be carried out.

- (iii) BCC will communicate with all plot holders at the allotments, both directly and through the allotments committee, to advise of the intention to enter into this agreement with the PBNI and provide details of when the scheme is due to begin and end, and the activities that will be carried out as part of it.
- (iv) BCC shall allow access to storage and toilet facilities at Annadale allotments for the PBNI team.
- (v) BCC to provide PBNI with current relevant risk assessments to inform a bespoke PBNI risk assessment to be devised by PBNI. The Council's Risk Assessment is for information purposes only and should not be relied upon.

6. Liability

This Clause is intended to be legally binding on the parties.

- 6.1 No liability whatsoever shall attach to BCC from the operation of this MoU and the PBNI shall be liable for all activities carried out under this MoU and PBNI shall indemnify BCC against all claims of whatever nature arising through the activities that are the subject of this MoU.

7. Costs

- 7.1 Any costs arising from the delivery of the agreed service will be funded by the party that incurs that cost.
- 7.2 Annadale allotment plot holder committee to provide petrol or funds for petrol purchased to carry out work on site.

8. Fair Processing

- 8.1 It is the responsibility of BCC and PBNI to ensure there is full compliance with the legal principles set out in the General Data Protection Regulation (GDPR) 2016 (Appendix 1), the Data Protection Act 2018, the Human Rights Act 1998 and the Common Law Duty of Confidentiality insofar as they apply to the information shared under the terms of this MOU. See Appendix 1 for list of the Data Protection principles.

8.2 To ensure compliance with the Data Protection Act, and noting principle 1 (Fairness & Lawfulness), BCC and PBNI will make the Annadale Allotment committee members and plot holders aware of the service. A full explanation of the service and the involvement with PBNI is included within the BCC website, and the PBNI website.

9. Information Sharing

9.1 The lawful basis for processing this personal data, including its sharing, is found within article (Article 5(1) of the General Data Protection Regulation (appendix 1)), i.e. the data subject has given their consent to the processing. No sensitive personal data will be shared as part of this MoU.

9.2 Consent is always an overriding factor when sharing personal data.

10. Staff Awareness

10.1 PBNI will ensure that members of their staff who are involved in this service will have adequate training regarding their responsibilities and obligations imposed by this MOU.

11. Monitoring and review

11.1 The signatories for each party (para 15) will have responsibility for monitoring the pilot and operation of this memorandum. Monitoring will be ongoing throughout the pilot period and the memorandum will be reviewed initially after 12 months (March 2025). Any changes to the Memorandum must be agreed by each party in writing.

12. Termination

12.1 The MoU may be terminated by either party at any time by giving one months' notice in writing.

13. Freedom of Information

13.1 PBNI and BCC are subject to the Freedom of Information Act 2000 and Environmental Information Regulations 2004 and, as such, may be obliged to release details of this Memorandum of Understanding on request.

14. Signatories

Responsibility for the operation of this Memorandum and providing assurances that the underpinning principles, policies and procedures (section 5) are being adhered to rests with the following signatories:

For PBNI

Name: _____

Position: Assistant Director

Signature: _____ Date:/...../.....

For BCC

Name: _____

Position: Director of City and Neighbourhood Services Department

Signature: _____ Date;/...../.....

16. Date of Implementation

?? March 2024

The Data Protection Principles
(Article 5(1) of the General Data Protection Regulation)

1. Personal data shall be:
 - a. Processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
 - b. Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes ('purpose limitation');
 - c. Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimization');
 - d. Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
 - e. Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of the data subject ('storage limitation');
 - f. Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').