



PARTNERSHIP PROTOCOLS and DOCUMENTATION



IS A PARTNERSHIP OF CHICHESTER CITY CENTRE MANAGEMENT AND



Chichester City Council



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PARTNERSHIP PROTOCOLS and
DOCUMENTATION INDEX

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INTRODUCTION

This documentation is designed to enable business crime reduction partnerships to be formally constituted to ensure legal requirements are satisfied, specifically in the area of handling personal data under the Data Protection Act, 1998.

The protocols and procedures contained in this guide have been extensively researched with the Office of the Information Commissioner and the Association of Chief Police Officers and have their agreement.

Letter of Support from Sussex Police



CHICHESTER POLICE STATION

Your Ref: Our Ref: ME/SFR Date: 21 July 2006
Contact Name: Chief Inspector Tel. Extension: Direct Dial No:

Dear Colleague

Chichester District Business Crime Reduction Partnership is an initiative aimed at reducing crime and anti-social behaviour and is supported by the Home Office. The partnership is based on a proven approach adopted in other town, city and shopping centres.

The partnership has been incorporated within the Chichester District Crime and Disorder Reduction Strategy and police and other key agencies are keen for the scheme to develop and progress.

All partners will formally agree a constitution, codes of practice, operating guidelines, police sharing of photographs, exclusion notice schemes and data integrity agreement, which will enable us to target our combined resources against our most prevalent criminals and those determined to commit anti-social behaviour.

Businesses joining the scheme can work together to share high quality information with the ability to identify persistent offenders. The information sharing amongst members will enable offenders to be excluded from all members' premises within the partnership.

The partnership will reduce criminal activity, protect staff from acts of physical violence and verbal abuse, reduce crime losses, and generate an improvement in the environment of the community, creating a safe place to live, shop, work and visit.

The partnership offers a sustainable, robust and effective crime prevention initiative, which I have no hesitation in supporting.

Yours sincerely

Mark Eyre
Chief Inspector
Chichester District Commander



INVESTOR IN PEOPLE

ChiBAC - CHICHESTER DISTRICT BUSINESS AGAINST CRIME

1.0 Partnership Title

- 1.1** The Chichester District Business Crime Reduction partnership will be known as ChiBAC (Chichester District Business Against Crime). All references to the 'partnership' in this and associated documents refer to this partnership.

2.0 Management of the Partnership

- 2.1** The partnership will be representative of the day; evening and rural economies and other interested parties, formally constituted and managed.
- 2.2** Members of the existing committee(s) of Chichester Safer City Radio Link (known as Shopwatch and Pubwatch) will be invited to initially comprise the new ChiBAC partnership Board of Management. The Board of Management may also include representatives from the Crime and Disorder Reduction Partnership (CDRP), Sussex Police, Chichester District Council, Chichester City Council, Selsey Town Council and other relevant bodies or individuals, and may include invited members as appropriate, as required.
- 2.3** Steering Group(s) will be formed from members of the Board of Management, which may also include invited members as appropriate. The Steering Groups(s) will guide, manage and advise on the day-to-day operation of the partnership. Their period of office will normally be 12 months.
- 2.4** The Steering Group(s) will be responsible for compliance with the partnership aims and objectives and the main role will be to:
- Assist generally with the smooth and efficient operation of the partnership
 - Decide on the method in which management information is shared
 - Decide the level and type of management information that is shared among participating members
 - Resolve misunderstandings and difficulties
 - Effect improvements
 - Recommend funding policy
 - Resolve matters relating to security and general management queries
 - Support projects and initiatives for the benefit of members
- 2.5** The Board of Management will oversee the aims and objectives of the partnership (also see *paragraph 3.0* below) and will include a Chair, Vice Chair, Secretary and Treasurer. The Chair, Vice Chair, Treasurer and Secretary shall be elected at the annual general meeting from nominations received from the membership.
- 2.6** The term of office of Board Members shall normally be for 12 months and re-election / re-appointment shall take place at an annual general meeting as agreed by the partnership protocols.
- 2.7** Members of the Police, Local Authorities and other Public Bodies involved in the partnership will be entitled to attend the Steering Group(s) and Board of Management meetings in an advisory capacity, but shall only sit as non-voting observers.
- 2.8** The Board of Management is the Data Controller for the partnership.

- 2.9** The Steering Group(s) will be responsible for the financial, procedural, operational and disciplinary regulation of the partnership. Any alterations to such matters recommended by the Steering Group(s) will be subject to approval by a majority vote of the Board of Management.
- 2.10** The Steering Group(s) will recommend the annual charges for membership that will be ratified by the Board of Management.
- 2.11** The Steering Group(s) are empowered to ensure that all policies and procedures are fully complied with by each member. Disciplinary subcommittee(s) may be appointed from the Steering Group and key partners where appropriate. (See also *paragraph 6, Voting* below).
- 2.12** Subgroups of a Steering Group may be formed to progress specific initiatives and will report back to the responsible Steering Group.
- 2.13** The Steering Group(s) will report to and be accountable to the Board of Management as necessary.

3.0 Aim and Objectives of the Partnership

- 3.1** To ensure the legitimate (in accordance with the 8 principles of the Data Protection Act 1998) and lawful gathering, collation, processing, exchange and management of all relevant information relating to business crime and anti-social behaviour between retail/business members of the partnership. The Sussex Police contribution will be the legitimate and lawful provision and management of relevant photographs or other information as agreed.
- 3.2** To reduce and prevent criminality and anti-social behaviour by reducing the opportunity to commit crime.
- 3.3** To assist in the apprehension and prosecution of offenders and suspected offenders.
- 3.4** To reduce fear of crime and the effects of fear of crime.
- 3.5** To reduce members' losses caused by crime and anti social behaviour.
- 3.6** To create a "safe and secure" environment for customers, staff and visitors and to contribute to the economic viability and prosperity of the area.
- 3.7** To expand the partnership to encompass as wide a range of business sectors as possible.
- 3.8** To strengthen partnership working with the business community, Police, CDRP, Local Authority and other key agencies and organisations. (These might include Licensing representatives, Youth Offending Teams, Drugs and Alcohol Action Teams, Probation Service etc).
- 3.9** To establish the partnership as an integral part of the local community safety and crime reduction strategy and work in partnership with the Police, Local Authorities, and other agencies and organisations responsible for delivering the Community Safety Action Plan.

4.0 Membership

- 4.1** A member is defined as a business or associate that has signed the agreements to abide by the operating protocols, codes of practice and data integrity agreements of the partnership to confirm that they have been made aware of their statutory obligations and responsibilities and has paid the relevant (initial/quarterly/annual renewal) membership fees and /or subscription to the partnership.
- 4.2** Members will pay the agreed fee / subscription to cover the running costs of the partnership. Payment will be made in advance to 'Chichester District Council (ChiBAC)', as the Accountable Body for the partnership.
- 4.3** Refunds of fees paid will not normally be permitted. Requests for refunds must be made in writing to the Steering Group(s) for consideration. Their decision will be final.
- 4.4** Membership will be drawn from the day, evening and rural economy businesses, which trade within the Chichester District, and representatives of other interested parties.
- 4.5** Members must agree to fulfil certain criteria to comply with the objectives of the partnership before membership is granted. The Steering Group (s) will agree applications for membership.
- 4.6** Members who are in breach of any code of conduct or other rules governing activities of the partnership shall be liable to disciplinary action by the relevant Steering Group and agreed by the Board of Management. This may take the form of warning, suspension or expulsion from the partnership.
- 4.7** All members who have access to personal data recorded by the partnership are required to be made aware of the requirements of the 1998 Data Protection Act. The responsibility and potential liability for inappropriate disclosure rests with the individual who makes any disclosure.
- 4.8** The Board of Management reserves the right to refuse membership if it is deemed appropriate and reasonable to do so. If the applicant does not fit the criteria for membership, the Board of Management has the right to decide not to disclose reasons for their decision. (See also *Section 2 Codes of Practice*)

5.0 Meetings

- 5.1** An annual general meeting will be held on a date to be agreed. Other meetings held during the year as and when required.
- 5.2** The Steering Group(s) will meet at least bi-monthly.
- 5.3** The Board of Management will meet at least four times a year.

6.0 Voting

- 6.1** A Board of Management or Steering Group member will have one vote at members' meetings. In the event of a tie, the Chairman will have the casting vote.
- 6.2** A quorum for a meeting shall be not less than five members.
- 6.3** Board of Management and Steering Group members can nominate a substitute to attend meetings and vote on their behalf.

7.0 Administration

- 7.1** The Secretary of the Board of Management and the Steering Group(s), in conjunction with the ChiBAC Manager, will prepare the meeting agenda after consultation. The members may propose items for inclusion on the agenda, which should be notified to the Secretary in advance of the meeting. Minutes of meetings will be taken by the Secretary and circulated.

8.0 Process

- 8.1** The partnership office is established at CHIBAC, PO BOX 639, Chichester PO19 9HQ.
- 8.2** The partnership will appoint a Business Crime Reduction Partnership Manager (ChiBAC Manager) under the supervision of Chichester District Council and approved by the Board of Management, to oversee the day-to-day operations of the partnership.
- 8.3** Additional staff may be appointed to assist with the operation of the partnership, subject to the prior approval of Chichester District Council and in consultation with the Steering Group.
- 8.4** A regularly updated list of members will be maintained by the Business Crime Manager. Members must notify any changes to nominated contacts / signatories to the ChiBAC Manager without delay.
- 8.5** The partnership may be amended, extended or terminated by majority agreement of the members.
- 8.6** If the partnership is terminated, any monies should be reimbursed to the members after all outstanding items have been taken into account.

9.0 Funding, Financial Records, Auditing of Accounts

- 9.1** The partnership should be self-financing and will be non-profit making.
- 9.2** Surplus funds after payment of all costs will be carried forward each financial year and shall only be used to achieve the objectives of the partnership.
- 9.3** The Steering Group(s) will provide a financial statement of accounts to coincide with the meetings of the Board of Management or as otherwise requested.
- 9.4** The Board of Management will be responsible for all monies, accounts and property of the partnership.
- 9.5** The finances and financial records of the partnership will be audited and submitted to members at the AGM.

10.0 Banking Procedure

- 10.1** Chichester District Council will be the Accountable Body for the partnership. The Council's normal financial controls will operate and the Council will maintain a separate cost centre within its accounts. The ChiBAC Manager and other authorised individuals may make payments to the Council's accounts.

- 10.2** Sponsors donations and membership fees will be held in separate cost centres.
- 10.3** The ChiBAC Manager and other authorised individuals employed by Chichester District Council are authorised to make payments as per Chichester District Council normal purchasing policy. Under this arrangement there must be two signatories for each payment.
- 10.4** If the partnership is terminated any monies should be reimbursed to members and sponsors from the relevant accounts on a pro rata basis, after all outstanding items have been taken into account.

11.0 Member Benefits

- 11.1** Members will be entitled to use partnership radio frequencies after training, receive reports, photographs or other information concerning the activities of offenders whose activities affect their trading environment. The requirement being that the processed data must be relevant for the purpose (that is the prevention and detection of crime, disorder and anti-social behaviour, to reduce the opportunity to commit crime, disorder and anti-social behaviour and the apprehension and prosecution of offenders) and be lawful and legitimate.
- 11.2** Disclosure of partnership data must only be provided for under the Data Protection Act 1998 and only following assessment by the Data Controller. The decision to disclose will necessarily have to be on a case-by-case basis and should not be regarded as being available under an automatic authority. There is never an absolute entitlement to receive personal data, as each disclosure must have to be for the purpose (that is the prevention and detection of crime, disorder and anti-social behaviour, to reduce the opportunity to commit crime, disorder and anti-social behaviour and the apprehension and prosecution of offenders) and will be given only after consideration by the Data Controller in possession of the information.
- 11.3** Members must ensure that they put internal systems in place to enable them to identify target thieves and, where appropriate, to pass that information to the partnership.
- 11.4** Sussex Police will have proper access to data for the purposes of crime prevention or detection. Other third party disclosure will be within the terms of the data notification and the Data Protection Act 1998 itself.
- 11.5** De-personalised, anonymous or other information, which is not subject to the Data Protection Act 1998, may be released, where appropriate, from time to time to assist other crime reduction initiatives/agencies.

12.0 Liabilities

- 12.1** The partnership may withdraw the services it provides by giving three months written notice of its intention.
- 12.2** Members may withdraw from the partnership subject to giving one month written notice and the return of any equipment leased under contract.

SECTION 2 – Codes of Practice

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1.0 Introduction

- 1.1** This code of practice is to control the management, operation, compliance and use of data within the ChiBAC partnership.
- 1.2** This document has been prepared following advice from the Information Commissioner, Sussex Police and other contributors to the legal process. It operates strictly within the provisions of the Data Protection Act, 1998.
- 1.3** The document will be subject to periodic review following consultation with all interested parties, to ensure it continues to reflect its stated purpose and remains in the investors' and participants' interests.

2.0 Description of the Partnership

- 2.1** ChiBAC is a proactive crime reduction partnership between local businesses, Sussex Police, CDRP, Local Authorities and other agencies and is directed at preventing and reducing criminal activity and anti-social behaviour within the business community of the Chichester District.
- 2.2** The members, whose representatives (signatories) have each signed a confidentiality agreement to abide by the operating protocols of the partnership, are involved in the collation, analysis and the dissemination of information within the membership. (See *Partnership Acceptance at Appendix 'A'*)

3.0 Statement of Purpose

- 3.1** ChiBAC will be operated fairly and in compliance with current legislation only for the stated aims and objectives for which it was established.
- 3.2** Each member of ChiBAC is, and remains, bound by this code of practice and other operating protocols and any subsequent amendments to them.
- 3.3** Persons considered for employment by ChiBAC should comply with an agreed Job Description and Person Specification and must demonstrate an adequate knowledge of relevant legislation such as the Data Protection Act 1998 and the Police and Criminal Evidence Act 1984.

4.0 Partnership Discipline

- 4.1** ChiBAC has specific responsibilities, which must be understood by all partners and their representatives.
- 4.2** The Steering Group is responsible for the approval of all members and the representatives of these members.
- 4.3** All rules on confidentiality and data protection must be subject to written agreement and must be strictly adhered to by the Data Controller, employees of the partnership and all members. Non-compliance with the Data Protection Act 1998 may lead to criminal prosecution and/or civil actions for damages.
- 4.4** Lesser infringements of the procedures will nonetheless be subject to sanction by the Steering Group and Board of Management. This may be in the form of further training, verbal and written warnings or removal from ChiBAC.

- 4.5** ChiBAC employees will receive training to ensure that a good standard of knowledge of relevant legislation is maintained.
- 4.6** Any persons employed or considered for employment by ChiBAC will be required to undertake a Criminal Records Bureau (CRB) check in order that a judgement may be made relating to likely impact upon the integrity of partnership information. The ChiBAC Steering Group and Board of Management will assess whether any revealed offence has a bearing on the nature of the appointment or continued employment.
- 4.7** All persons elected or volunteering to stand as an officer or representative of the ChiBAC Board of Management or Steering Groups will be required to undertake a Criminal Records Bureau (CRB) check in order that a judgement may be made relating to likely impact upon the integrity of partnership information.
- 4.8** Information processed by ChiBAC which may prove relevant to pending or possible prosecution will be passed to the police in accordance with local reporting procedures or any conditions required by the Crown Prosecution Service.
- 4.9** The ChiBAC Manager or his/her nominated representative will be required to give a witness statement showing their involvement in the acquisition of such evidence. They may subsequently be required to attend court to give evidence in accordance with their involvement and the witness statement submitted.
- 4.10** When information is passed to a Police Officer the level and nature of response to the information will be decided by that Officer. Where possible, the Officer should have been advised of the terms of operation of the partnership and the agreed procedures relating to it.
- 4.11** Police will only disclose information to the local partnership where there is a clear legal basis to do so. Information provided under partnership arrangements by the police is for the prevention and detection of crime and prosecution of offenders and must not be used for any other purpose.
- 4.12** The ChiBAC Manager is responsible for the operation of the partnership and he/she must ensure that access to the ChiBAC partnership office and files/records is only permitted for authorised purposes and by authorised individuals. Police Officers may attend by prior arrangement in order to evaluate data and to provide or acquire information or intelligence.

5.0 Training

- 5.1** In order to maintain high standards of operation, a training programme for managers, employees and agents of participating businesses should be maintained to ensure that members are aware of the partnership procedures and their personal roles and responsibilities.
- 5.2** A nominated signatory within each business will liaise with the ChiBAC Manager as and when new employees are introduced in order that 5.1 above is maintained.

6.0 Staffing

- 6.1** Members of staff employed to manage the ChiBAC partnership will be under contract on a fixed term basis to Chichester District Council and will be subject to Chichester District Council conditions of service.
- 6.2** Numbers of staff employed to meet ChiBAC operating requirements under the arrangement outlined in 6.1 above, shall be determined in conjunction with the Chichester District Council and the Steering Group.
- 6.2** Matters relating to an employee's welfare, safety at work, performance/appraisal, general conditions of employment and working relationships will be the responsibility of Chichester District Council.

7.0 Third Party Employees

- 7.1** Participating businesses may be represented by third party organisations such as guarding, store detectives or other out-sourced security services.
- 7.2** Disclosure of data to such third party employees must only be as provided for under the Data Protection Act 1998 and only following assessment by the Data Controller. The decision to disclose will necessarily have to be on a case-by-case basis and should not be regarded as being available under an automatic authority.
- 7.3** The Steering Group will retain the power of veto on third party organisations in appropriate circumstances.
- 7.4** Third party staff employed/contracted by members must abide by the same constitution, codes of practice, operating guidelines and data protection agreements as apply to ChiBAC members and sign the appropriate declarations.

8.0 Information Control / Compliance

- 8.1** The information and intelligence held by the ChiBAC partnership is strictly confidential. No disclosure of information will take place that is not in accordance with the relevant statutory provisions. The data held may only be accessed and shared by ChiBAC partnership members who have signed the necessary agreements.
- 8.2** The ChiBAC partnership has been notified to the Information Commissioner as required under the Data Protection Act 1998 identifying the Board of Management as Data Controller. (See also *paragraph 14.0* below)

9.0 Data Protection Security

- 9.1** All information received from ChiBAC members will be assessed in terms of its intelligence value and, if found to be of value, will be held on the ChiBAC database.
- 9.2** ChiBAC will maintain appropriate levels of security, in accordance with good practice and the requirements of the relevant legislation.

- 9.3** Members will maintain like standards of security in respect of all information in their care. A secure cabinet must be used for the storage of all information. Agreed procedures and methods of communication will be audited at least once each year under the direction of the ChiBAC Manager.
- 9.4** Members will allow the ChiBAC Manager and/or his/her auditor(s) access to the secure area for the purpose of auditing the member business at any time.
- 9.5** Each member will appoint a contact / liaison representative to be responsible for the security of data disclosed and exchanged by the partnership, for ensuring that all security rules are applied and to facilitate any audits. (See *Section 3 and Target File*). However, the overall responsibility for compliance with the Data Protection Act 1998 by the ChiBAC partnership rests with the Data Controller.
- 9.6** Any changes to nominated contacts / liaison signatories within individual member businesses must be communicated to the ChiBAC Manager by the member business without delay.

10.0 Disclosure of Information

- 10.1** Only staff, agents of members or other authorised persons will receive relevant information, providing that they do so where it is relevant for purpose.

11.0 Indemnity Insurance

- 11.1** The Board of Management shall ensure that professional indemnity and public liability insurance, together with any other licences deemed appropriate, are provided for employees and officers of the ChiBAC.

12.0 Media Relations

- 12.1** All media enquiries should be referred to the ChiBAC Manager and/or a nominated person, who will decide upon an appropriate response. Members shall not seek to represent ChiBAC without consultation with the ChiBAC Manager and the Board of Management.

13.0 Data Protection Principles

- 13.1** Members must be aware of and comply with the data protection principles contained in the Data Protection Act 1998. These principles state that:
1. Personal data shall be processed fairly and lawfully.
 2. Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.
 3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.
 4. Personal data shall be accurate and, where necessary, kept up to date.
 5. Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

6. Personal data shall be processed in accordance with the rights of data subjects under this Act.
7. Data shall be kept secure. Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
8. Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

13.2 Members of the partnership must be aware of these principles. Data Controllers and processors shall have a working knowledge of the relevant parts of the Act. (See *paragraph 5, Training*)

14.0 Data Protection Requirements

14.1 ChiBAC has notified the Information Commissioner of the correct purposes under which it will be processing and holding personal data under the relevant provision of the Data Protection Act 1998 and that these purposes are included in the Registered Entry Report, received from the Information Commissioner to confirm notification. (See *paragraph 8.0* above)

14.2 ChiBAC is registered under number Z9765261 for the following five core purposes:

1. Crime prevention and prosecution of offenders
2. Accounts and records
3. Administration of membership records
4. Processing for not for profit organisations
5. Trading/Sharing in personal information

14.3 The Data Controller shall ensure that it does not hold data that it is not registered to hold. ChiBAC may add additional purposes in its registration, depending on what additional information is held. Guidance should be sought from the Information Commissioner if necessary to clarify individual needs.

14.4 All staff that have access to personal data recorded by the partnership must be made aware of the following:

1. The information held within files or other documentation is confidential and must be used only for the purpose for which it was generated.
2. Any such information must not be disclosed to any third party who has not signed the necessary agreements.
3. The responsibility and potential liability for inappropriate disclosure rests with the Data Controller, signatories to the ChiBAC partnership agreements and/or individual participants.
4. Breaches of confidentiality by members or their representatives may also be subject to sanctions by the ChiBAC Board of Management and/or the Steering Group.

5. Staff allowed access to the data must sign the Data and Information Disclosure Declaration (see *Section 3, Operating Guidelines Appendix 'C'*) to indicate that they have been advised of their statutory obligations and responsibilities.
6. All ChiBAC partnership information will be stored under secure conditions.
7. Target files will not be photocopied or otherwise reproduced unless expressly authorised by the Sussex Police or the Business Crime Manager.
8. Target files may only be destroyed by Sussex Police.
9. If an individual makes a request to a member regarding data held on that individual that person must be referred to the ChiBAC Manager. (See *paragraph 16.0* below).

15.0 Data Protection Audit

15.1 The partnership procedures will be monitored periodically to ensure efficient operation:

1. ChiBAC and its individual members will submit to an inspection against the requirements and principles of the Data Protection Act 1998 and partnership operation protocols. The ChiBAC Manager, or an authorised representative on his/her behalf, will conduct an audit at least once a year to ensure security and confidentiality. A record of the audit will be kept by the ChiBAC Manager. (See *Appendix 'B' - Data Protection Audit Report*)
2. Any shortcomings identified by this audit must be rectified by the member business. The audit results will be made available to the Board of Management, who has overall responsibility for the audit process to ensure individual members maintain the appropriate standards of security and confidentiality.

15.2 No member will be allowed to conduct an audit of their own operation.

16.0 Subject Access

16.1 If a data subject requests access to data held about them from any member, that member must refer the applicant to the ChiBAC Manager. No data must be disclosed other than through the Data Controller.

16.2 The Data Controller may not supply information unless a request in writing has been received and the identity of the person making the request has been established as the data subject. The Data Controller should make reference to Section 9, Data Protection Legislation for the correct process.

16.3 To ensure that any such request is complied with in accordance with the Data Protection Act, the Data Controller or ChiBAC Manager will consult any disclosing members in order to assess the information that would be proper to disclose, taking into account the extent to which the application for data would be likely to prejudice either the prevention or detection of crime and the apprehension or prosecution of offenders. This will give the disclosing partner an opportunity to consider claiming an exemption under Section 29 of the Data Protection Act 1998.

- 16.4** Any request for access to subject data must be carried out in accordance with the Data Protection Act 1998. Data subject access rights must be protected and this responsibility lies with the Data Controller.
- 16.5** The Data Controller must comply with a request promptly, within the prescribed period. The act defines the prescribed period to mean forty days from the day on which the data controller received the request for subject access.
- 16.6** Where data subject access is requested, a fee of £10.00 may be charged in accordance with that permitted by law.
- 16.7** All complaints about data protection should be brought to the attention of the Data Controller. Any formal complaint by a data subject regarding any stage in the ChiBAC partnership process of disclosure of personal data should be notified in writing to the relevant ChiBAC members and a decision made as to who will lead in responding to the complaint given the specific circumstances.

17.0 Links to other Partnerships

- 17.1** If the partnership shares data with other partnerships, those partnerships must also comply with the requirements of current Data Protection legislation.
- 17.2** The Safer Business Award (SBA) confirms that a partnership has achieved standards of operation and management of the partnership, which meets the requirements of Data Protection Act, 1998.

18.0 Membership Acceptance

- 18.1** It is a condition of membership that each ChiBAC member (on behalf of his/her business) signs the ChiBAC Partnership Acceptance document at Appendix 'A'. (See also *Section 1, Partnership Constitution, paragraph 4*).

CHICHESTER DISTRICT BUSINESS AGAINST CRIME (ChiBAC)

PARTNERSHIP ACCEPTANCE DOCUMENT

I have read and understood the Partnership Constitution, Codes of Practice, Operating Guidelines, Data Integrity Agreement and all other documentation relating to the operating protocols of the Chichester District Business Against Crime (ChiBAC) partnership.

I agree to operate within the conditions, policies and procedures contained therein.

I acknowledge my personal responsibility and liability with regard to membership of this partnership.

Any breach of this agreement will be dealt with in accordance with the disciplinary procedures outlined in the partnership protocols and documentation. Making an unauthorised disclosure of data may lead to criminal prosecution.

Full Name (PLEASE PRINT):

Signed: **Date:**

On behalf of (Name of Business or Organisation):

.....

Name (PLEASE PRINT):

Signed: **Date:**

On behalf of: Chichester District Business Against Crime (ChiBAC)

DATA PROTECTION AUDIT REPORT

Name of Member Business: **Date of report:**

Address:

Audit carried out by: (Signature):
(Print Name):

Subject	Requirement	Comments/Recommendations
Is ChiBAC data held manually, electronically on a computer or both?	To be held in a secure lockable office or room	
Are there hard copy files or other documents that may include personal sensitive data?	1) To be clearly labelled 2) To be up to date & in order 3) To be held in lockable facility 4) To demonstrate system to ensure file & data relevant	
Are any photographic stills on display?	To be capable of being covered in presence of unauthorised persons	
Are there Target Files in use or present on the premises	To produce evidence of accurate booking in and booking out	
Is there a current copy of the signatories available?	To confirm list of signatories / member information up to date and notified to ChiBAC	
Is there a system for visitors to sign when they enter the members Office where data is held?	To produce evidence of Visitors in/out log being properly maintained	
Are the signatories and other key staff aware of their Data Protection responsibilities?	To produce evidence of training for such staff	
General Observations		

SECTION 3 – Operating Guidelines

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1.0 Introduction

1.1 The aim of this operating guide is to provide a set of working procedures for the members of the ChiBAC partnership. It will be reviewed and updated as and when necessary following consultation.

1.2 The partnership address is:

**ChiBAC Manager
ChiBAC Office
PO BOX 639
Chichester
PO19 9HQ**

Contact details:

Telephone Number:	01243 534866
Fax Number:	01243 534825
Mobile Number:	07785 715873
Email:	chibac@chichester.gov.uk

2.0 Membership Requirements

2.1 Membership of the partnership will require acceptance and signature of the Code of Practice and Data Disclosure Agreement.

2.2 All members who have access to personal data recorded by ChiBAC are required to be made aware of the requirements of the Data protection Act 1998.

2.3 The data and/or information held within the partnership files or documentation is confidential and must only be used for the purpose for which it was generated.

2.4 Any such data and/or information must not be disclosed to any third party who has not signed the necessary agreements.

2.5 The responsibility and potential liability or inappropriate disclosure rests with the individual they will have been made aware of these statutory requirements.

2.6 Breaches of confidentiality by members and/or their representatives may be subject to sanctions imposed by the partnership.

2.7 Members who have access to ChiBAC partnership data and/or information must sign an undertaking that they have been made aware of their statutory obligations and responsibilities.

2.8 A secure cabinet will be used for the storage of all ChiBAC information.

2.9 Agreed protocols and methods of communication will be monitored periodically.

2.10 The ChiBAC Manager or other representatives authorised on his/her behalf, will periodically audit individual members to ensure security and confidentiality. (See also *Section 2 Codes of Practice, paragraph 14*).

2.11 A regularly updated members' nominated contact/signatory list will be maintained by the ChiBAC Manager. Any changes to nominated contacts with individual members shall be communicated to the ChiBAC Manager and the onus is on the nominated signatories to notify him/her of any such changes. Failure to do so could lead to disciplinary action by civil/criminal proceedings under the Data Protection Act

3.0 Target Photograph File

3.1 Definition of Target

For the purpose of this agreement a 'target' means and includes:

- a) A person who is known (from a reliable source) to be currently, persistently and actively involved in committing or attempting to commit crime or disorder, in or near the area of operation of the partnership. This will be the main criterion. In addition, a target will have a criminal record, for example
 - i) A person who has been convicted within the previous twelve months of any offence in or near the area of operation which may impact on the business environment. The conviction must be relevant and appropriate to the purpose (that is the prevention and detection of crime, disorder and anti-social behaviour and the apprehension and prosecution of offenders). This would not include parking offences and or other minor incidents which are not relevant.
 - ii) A person who lives in or near the area of operation and who has been convicted within the previous twelve months of any crime which may impact on the business environment and whose activities or antecedents indicate that they are currently engaged in crime or are believed to be involved in crime. The conviction must be relevant and appropriate to the purpose (that is the prevention and detection of crime, disorder and anti-social behaviour and the apprehension and prosecution of offenders). This would not include parking offences and or other minor incidents, which are not relevant.
- b) A person who has been served with an exclusion notice preventing him/her from entering any member premises.

3.2 There may be exceptions to this definition in relation to suspects who may not have received a criminal conviction within the stated period. Where a photograph is taken under Section 64A of the Police and Criminal Evidence Act 1984 (see also *paragraphs 3.30 and 5.12 of PACE Code of Practice 'D'*), Police may consider sharing a photograph of a suspect providing:

- a) The photograph is used by, or disclosed to any person for any purpose related to the prevention or detection of crime, the investigation of an offence or the conduct of a prosecution.
- b) The photograph, after being used or disclosed, may be retained but may not be used or disclosed except for a purpose so related.
- c) A suspect who is known (from a reliable source) to be currently, persistently and actively involved in committing or attempting to commit crime or disorder, in or near the area of operation. This will be the main criterion.
- d) The suspect/s activity must be relevant and appropriate to the purpose (that is the prevention and detection of crime, disorder and anti-social behaviour and the apprehension and prosecution of offenders). This would not include parking offences and or other minor incidents, which are not relevant.

4.0 Incident Details

4.1 Definition of an Incident

This is any crime or attempted crime against any member which falls within the scope of the ChiBAC partnership remit as listed in paragraph 4.2 below.

4.2 Incident Recording

ChiBAC will complement member's current security practices. All incidents involving targets and/or other persons will be recorded by the member in order to increase knowledge of offending within the Chichester District and to build and maintain an accurate intelligence database. Incidents to be recorded are as follows:

a) Theft and Attempted Theft

Person(s) arrested for theft or attempted theft and includes:

- a) Incidents where the thief escapes with merchandise without being apprehended
- b) Person(s) involved in theft where property is subsequently abandoned in or outside the business premises

b) Deception

This includes:

- a) Where a theft takes place and an offender obtains or attempts to obtain a refund or exchange on those goods
- b) Where the price of goods has been altered to reflect a lower price
- c) The use of a counterfeit receipt to obtain a refund on stolen property
- d) Counterfeit money used for the purchase of goods

c) Cheque Card/Cheque Fraud

Person(s) involved in obtaining or attempting to obtain goods by the use of stolen or counterfeit cheques/credit cards.

d) Criminal Damage/Attempted Criminal Damage

Where a person is involved in causing or attempting to cause damage to goods, property or buildings.

e) Disorder

Person(s) involved in pick pocketing, bag theft, robbery, violence, anti-social behaviour and disorder (including foul language, noise nuisance or intimidation) in or near the partnership area; including offences taking place inside or outside members' premises.

f) Sightings

Of person(s) known or believed to be involved in crime. They may not commit an offence but may be acting suspiciously.

g) Assaults or Insulting or Threatening Behaviour

Where an offender:

- Physically assaults a member of the public or staff, or
- Verbally threatens a member of the public or staff, or
- Intimidates a member of the public or staff

h) Breach of an Exclusion Notice

Where an offender has previously been served with a partnership exclusion notice or court order.

i) Breach of an Anti-social Behaviour Order (ASBO) or Acceptable Behaviour contract (ABC)

i) Breach of Bail Conditions

k) Any other appropriate incident

4.3 Incident Reporting

It is the responsibility of each member to report all recordable incidents using the ChiBAC Basic Incident Report (a copy of which is contained in the Target File). Incidents shall be reported without delay to the Business Crime Manager to enable ChiBAC to respond and take appropriate action.

4.4 Video Evidence

Video tapes used for business security purposes should be retained in compliance with Police and Criminal Evidence Act 1984 current Codes of Practice and the disclosure rules contained in the Data Protection Act 1998.

4.5 Use of Target Photo File:

- (i) The photo file must only be used for the purpose of preventing and detecting crime.
- (ii) The contents of the photo file must be treated as confidential by members and only viewed by management, CCTV operators, store detectives, guards and other authorised staff.
- (iii) The photographs are for reference only and not for public or private display.

4.6 File Security

The target photo file is to be stored in a locked/secure office when not being viewed and at all times must remain away from any shop/sales floor or other public area. The names of all individuals viewing the files, with the reason for viewing them, shall be recorded on the Data & Information Disclosure Declaration form at Appendix 'C'. The reproduction of target photo files is strictly prohibited unless authorised by the Board of Management. Sussex Police will securely destroy target photo files.

4.7 Data Accuracy

Incident details will be audited to ensure all information remains current and accurate in order to satisfy the requirements of the Data Protection Act 1998.

5.0 Data Input / Analysis Procedures

5.1 Data Definitions

- **Data** means information in a form that can be processed.
- **Data equipment** means equipment for processing.
- **Data material** means any document or other material used in connection with, or produced by, data equipment.
- **Disclosure**, in relation to personal data, includes the disclosure of information extracted from such data and the transfer of such data (but does not include a disclosure made directly or indirectly by a Data Controller or a Data Processor to an employee or agent of his for the purpose of enabling the employee or agent to carry out his duties) and, where the identification of a data subject depends partly on the data and partly on other information in the possession of the data controller, the data shall not be regarded as disclosed unless the other information is also disclosed. (Ref: Data Protection Act 1998)

5.2 Storage of Data

All data/information received by the ChiBAC Partnership will be stored on an approved installed database in a secure office. Access to data/information will be logged in accordance with procedures. The management of data applies to both electronically and manually held data.

5.3 Input of Data

The ChiBAC Manager and anyone authorised by the Board of Management will have responsibility for the inputting of all data onto the database. All data entries will be quality assured.

5.4 Confirmation of Receipt

A register will be kept to record the receipt of data/information. In cases where data/information has been circulated to a contact and no confirmation has been notified within 72 hours, confirmation will be sought by the ChiBAC Manager. This time limit will also apply to recall requests for target photo files.

6.0 Rationalisation of Files

If a target has not been active within the agreed period (see *Section 4 Data Integrity Agreement, paragraph 3.2*), data in respect of him/her will be removed to a dormant file for a further limited period before deletion/destruction. This will not apply where a person is known to have been in prison or abroad over the relevant period.

7.0 Target Tracking

ChiBAC partnership will use intelligence-driven pro-activity against persons who engage in business and associated crime on an organised basis, anti-social behaviour and alcohol related violence and disorder. In addition ChiBAC will undertake the tracking of suspect persons as they move through the criminal justice system and report its findings to the Board of Management.

8.0 Management Information / Key Performance Indicators

- 8.1** Key performance indicators (KPI's) will be established to measure the operating success of the ChiBAC partnership and the Board of Management will provide members with management information and statistics for the partnership.
- 8.2** ChiBAC has identified the management information required, the frequency of its production, and the format. KPI guidelines have been produced (see *Appendix 'A'*) to enable the monitoring and evaluation of partnership performance. Each member has an obligation to provide information, as appropriate, to enable KPI's to be produced.
- 8.3** The source of this information will primarily come from the following key areas:
1. Recorded crime statistics from Sussex Police.
 2. Details from members regarding their theft and loss data. No individual member information will be disclosed by identifying that member. The Steering Groups shall reach an agreement within the partnership as to how members' data will be disclosed.
 3. Management information from the ChiBAC database.
 4. Other data, such as court results, re-offending rates, outcomes from the Exclusion Notice scheme and examples of good partnership working.
 5. Customer and visitor satisfaction surveys.

9.0 Additional Security

- 9.1** The following procedures are in place to ensure full compliance with data protection and other legal obligations. The following documents will be used:
- **Visitor Log** - access to the ChiBAC partnership work area and CCTV Operations Room will be controlled and all visitors will be logged in and out (see *Appendix 'B'*). All visitors will sign on entry to the work area acknowledging their acceptance of confidentiality of data and the reason for their visit.
 - **Data and Information Disclosure Declaration** - this document is to be used by members. All individuals within the member business who receive information from, and/or disclose information to the partnership, will be required to sign the declaration. (See *Appendix 'C'*).
 - **File Movement Record** - this document will control the movement of files between the ChiBAC partnership office, Chichester Police Station, CCTV Office and each member. (See *Appendix 'D'*).

GUIDE TO KEY PERFORMANCE INDICATORS

The following are examples of a range of measurable key performance indicators and management information which will assist ChiBAC to assess its progress and effectiveness in reducing crime and contributing towards community safety.

This data – quantitative or qualitative – is capable of expansion and deepening to provide a more complete and accurate picture of partnership work. The data sets below are an example to assist the partnership to develop a matrix which will help to demonstrate partnership success and relevance to a broader business and community safety agenda.

N.B. All statistics should be presented in a year-on-year or other comparable basis to establish a performance trend over time. Wherever possible, data should be presented as numerical and as % change. The data should be kept on a database wherever possible for ease of analysis, availability and security.

Police recorded crime statistics for:	Shop theft Vehicle crime Fraud Criminal damage (including graffiti) Anti-social behaviour Alcohol-related violence Street robbery Other
Acceptable Behaviour Contracts (ABCs)	How many have been imposed as a direct or indirect result of partnership information sharing
Anti-Social Behaviour Orders (ASBOs)	As above
Prolific and Persistent Offenders (PPOs)	How many currently known to the partnership
Exclusion Notices	Number of warning letters sent Number of current letters Number of breaches Number of current notices Number of expired notices Number of breaches
Current partnership files	Number of current files maintained
Current targets	Number of targets
Impact of partnership work on members	Theft and loss rates Violence against staff Threats and abuse
Arrests by partnership members	By offence Value stolen Value recovered

Deter At Entry/Door Policy	Numbers deterred Average value saved per incident
Offender data	Number Age Gender Ethnic identity Repeat offenders Travelling offenders
Incident information	Day/time/place breakdown Type of merchandise Average values
Partnership data	Number of current members Number of current radios
Police data	Current crime trends Current relevant incidents
Other data	Develop other KPI's & MI as required

OTHER PERFORMANCE INDICATORS

ChiBAC will ensure that it collects other information and non-measurable information on partnership performance for a number of reasons:

- To show members how their membership fees are delivering crime reduction
- To show police, local authority, CDRP etc. how the work of the partnership is contributing to local community safety
- To demonstrate success to local media – newspapers, radio etc.
- To increase the breadth of evidence- based performance

Below are areas of information that may be regularly collected and used to publicise the partnership through newsletters, press releases, briefing papers, appendices to reports etc. This list is not exhaustive.

Developed links to other statutory and voluntary agencies	Probation Service Youth Offending Teams Restorative Justice Drugs units ASBO units Crime & Disorder Reduction Partnership Homelessness units/Big Issue
Evidence of partnership growth and breadth	Membership increases Number of radios Financial data Crime prevention advice and training for members
Business inclusion	Partnership expansion – new locations Partnership expansion – new business sectors
Examples of partnership success	Case studies of good work Press cuttings Commendations and awards Supporting statements from members and other agencies
Other relevant information	As required

Appendix B

DATA DISCLOSURE - Visitor's Log

All data or information disclosed to you is confidential and is to be used only for the purposes of the prevention and detection of crime and the prosecution of offenders. Unauthorised disclosure may constitute a breach of partnership protocols and the Data Protection Act, 1998. I agree to abide by these terms.

SHEET NO.

NAME	COMPANY	POSITION	REASON FOR VISIT	SIGNATURE	DATE

SECTION 4 – Data Integrity Agreement

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Definition of a Target	3.0	37
Data Security	4.0	38
The Commitment	5.0	39

1.0 The Data Protection Act 1998

- 1.1** The Data Protection Act 1998 (hereinafter known as 'the Act') regulates the use and handling of information (personal data) processed by computers and information held on manual records. It provides a framework by establishing data protection principles. The purpose of the Act is to make provision for the regulation of the processing of information relating to individuals including the obtaining, holding, use or disclosure of such information. All processing must be in compliance with the provisions of the act and in the event of non-compliance the Information Commissioner may take enforcement action.
- 1.2** Particular obligations are placed on the Chichester District Business Against Crime (ChiBAC) Board of Management (the Data Controller), and you as a member of the Chichester District Business Against Crime (ChiBAC), to comply with the data protection principles.

2.0 Definition of Data Terms

- 2.1** The ChiBAC partnership is an initiative operated by businesses in partnership with Sussex Police and other agencies and organisations, through an agreement with each of the signed up members, who have agreed to the principles outlined in the protocols document, specifically, the Partnership Constitution, Code of Practice, Operating Procedures, this Data Protection and Data Integrity Agreement and other agreed partnership procedures and protocols contained therein.
- 2.2 Authorised Persons**
For the purpose of this agreement the Data Controller, the data users (members of ChiBAC), Sussex Police, Chichester District Council, Chichester City Council and West Sussex Fire and Rescue are the signatories to the agreement.
- 2.3 Data Controller**
The Board of Management is regarded as the Data Controller for all matters concerning the management of the partnership. The Board of Management will determine the purposes for which, and the manner in which, any personal data are, or are to be processed.
- 2.4 Personal Data**
Data consisting of information, which relates to a living individual, who can be identified from that information.
- 2.5 Data**
Means information which:
a) is being processed by means of equipment operating automatically in response to instructions given for that purpose
b) is recorded with the intention that it should be processed by means of such equipment
c) is recorded as part of a relevant filing system, or with intention that it should form part of a relevant filing system, or
d) does not fall within paragraph a), b) or c) but forms part of an accessible record
- 2.6 Data Subject**
A living individual who is subject of personal data.

2.7 In or Near

Within the boundary of Chichester District Council, as defined in the Local Government Act 1974.

2.8 Disclosure of Information

The Data Controller will approve disclosure of personal data and information about data subjects to signatories of this agreement, where relevant and appropriate, for the purposes of:

- a) The prevention and detection of crime, or
- b) The apprehension or prosecution of offenders or suspected offenders

2.9 The Data Controller will disclose personal data to signatories, where it is relevant to do so in connection with:

- a) Person(s) who are identified as legitimate 'targets' under the partnership protocols, or
- b) Person(s) who are strongly believed to be in the operating area and in respect of whom there is clear evidence of their propensity to commit crime in the area.

2.10 Data Processor

Means any person who processes the data on behalf of the Data Controller.

2.11 Processing

In relation to information or data, means obtaining, recording or holding information or data or carrying out any operation in relation to the information or data, including:

- a) organisation, adaptation or alteration of the information or data retrieval, consultation or use of the information or data
- b) disclosure of the information or data by transmission, or otherwise making available
- c) alignment, combination, blocking, erasure or destruction of the information or data

3.0 Definition of a Target

3.1 Definition of Target

For the purpose of this agreement a 'target' means and includes:

- a) A person who is known (from a reliable source) to be currently, persistently and actively involved in committing or attempting to commit crime or disorder, in or near the area of operation of the partnership. This will be the main criteria. In addition, a target will have a criminal record, for example -
 - i) A person who has been convicted within the previous twelve months of any offence in or near the area of operation which may impact on the business environment. The conviction must be relevant and appropriate to the purpose (that is the prevention and detection of crime, disorder and anti-social behaviour and the apprehension and prosecution of offenders). This would not include parking offences and or other minor incidents which are not relevant.

- ii) A person who lives in or near the area of operation and who has been convicted within the previous twelve months of any crime which may impact on the business environment and whose activities or antecedents indicate that they are currently engaged in crime or are believed to be involved in crime. The conviction must be relevant and appropriate to the purpose (that is the prevention and detection of crime, disorder and anti-social behaviour and the apprehension and prosecution of offenders). This would not include parking offences and or other minor incidents, which are not relevant.
- b) A person who has been served with an exclusion notice preventing him/her from entering any member premises.

3.2 There may be exceptions to this definition in relation to suspects who may not have received a criminal conviction within the stated period. Where a photograph is taken under Section 64A of the Police and Criminal Evidence Act 1984 (see also *paragraphs 3.30 and 5.12 of PACE Code of Practice 'D'*), Police may consider sharing a photograph of a suspect providing:

- a) The photograph is used by, or disclosed to any person for any purpose related to the prevention or detection of crime, the investigation of an offence or the conduct of a prosecution.
- b) The photograph, after being used or disclosed, may be retained but may not be used or disclosed except for a purpose so related.
- c) A suspect who is known (from a reliable source) to be currently, persistently and actively involved in committing or attempting to commit crime or disorder, in or near the area of operation. This will be the main criteria.
- d) The suspect/s activity must be relevant and appropriate to the purpose (that is the prevention and detection of crime, disorder and anti-social behaviour and the apprehension and prosecution of offenders). This would not include parking offences and or other minor incidents, which are not relevant.

3.2 Personal data shall be periodically reviewed and shall not be retained for any longer than necessary. In particular target photographs and target information shall be reviewed every two months to ensure that the data reflects the data subject's current circumstances. Personal data shall not normally be retained for any longer than twelve months unless subject to review.

4.0 Data Security

4.1 Data shall not be disclosed to any non-signatory, either directly or indirectly unless required to do so by law or by the order or ruling of a court, tribunal or regulatory body. If required to do so, the member should notify the ChiBAC Manager promptly, prior to making such disclosure. ChiBAC partnership may share data with other partnerships that have achieved the Safer Business Award (SBA).

4.2 Personal data shall be transmitted to authorised persons through secure channels.

4.3 Appropriate security measures will be employed to prevent unauthorised access to, or alteration, disclosure, accidental loss or destruction of personal data. Such consequences may be seen as a breach of the data protection principles and may lead to further action. (The absence of appropriate security measures may lead to a Data Subject being entitled to claim compensation from the Data Controller and/or other signatories and must be guarded against at all times.)

4.4 Personal data relating to targets or other data subjects shall immediately be returned or destroyed when requested to do so in writing or otherwise.

4.5 Personal data relating to targets or other data subjects will be retained in accordance with the procedures outlined by the partnership protocols and documentation.

5.0 The Commitment

5.1 In consideration of the personal data being made available between the data controller and the data signatories, both parties undertake the following:

1. To keep the data received confidential at all times
2. To obtain and process data and information fairly and lawfully
3. To collate the data solely for the purposes of prevention and detection of crime, or the apprehension or prosecution of offenders
4. Data held will consist solely of descriptions, habits, movement details, and criminal intelligence relating to target offenders and person(s) who are strongly suspected of committing crime, nuisance and/or disorder in or near the area of operation
5. Sussex Police data will consist of the circulation of photographs or other information as specified in Section 5, Agreement for Sharing Photographs
6. Data held will relate to target offenders, current and past and person(s) who are strongly suspected of committing crime, nuisance and/or disorder in or near the area of operation
7. Data may be disclosed to police, prosecutors and courts
8. Data shall be adequate, relevant, and not excessive for the purpose it is intended
9. Data shall only be accessed or disclosed by or to authorised persons

5.2 Any breach of this agreement will be dealt with in accordance with the disciplinary procedures outlined in Section 2, Codes of Practice and elsewhere in the partnership protocols and documentation.

5.3 Making an unauthorised disclosure of data may lead to criminal prosecution.

SECTION 5 – Agreement for Sharing Photographs

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1.0 Introduction

- 1.1** It is a requirement of the ChiBAC partnership that partners share information to support the aims and objectives of preventing and reducing crime. Sussex Police will participate in this process, which compliments the current Crime and Disorder Strategy.

2.0 Purpose

- 2.1** Access to Sussex Police data will only be for the purpose of fulfilling the aims and objectives of the ChiBAC partnership as defined in Section 1, Paragraph 3.0.
- 2.2** Access will be limited to the photographs and personal information necessary to perform this function and no more.

3.0 Objectives and Use of Data

- 3.1** Data - for the purpose of this agreement 'Data' includes photographs, intelligence and any information supplied by Sussex Police.
- 3.2** Data, including photographs, supplied will be used for the purpose of:
- Identifying patterns and trends in order to support the partnership working on crime and disorder
 - Identifying suspects who fit the profile of persistent offenders
 - Informing members of the partnership who locally identified targets are
 - Alerting members of current active suspects
- 3.3** No data will be sold. No data will be shared or distributed in any way to other agencies or persons outside the confines of the partnership without prior written approval of Sussex Police.

4.0 Security and Data Protection Requirements

- 4.1** Data and photographs supplied remain the property of the Sussex Police. Any change in use of the material supplied must first be authorised by the nominated partnership representative.
- 4.2** Information is supplied to the partnership with the requirement that it is only shared with members who have signed full acceptance of the partnership document, which includes the content of this agreement. This document will include the obligations and legal requirements of members in respect of the Data Protection Act 1998, indemnity insurance and confidentiality.
- 4.3** Data will not be transmitted by email outside the ChiBAC database system.
- 4.3** Photographs and any data received by members will be stored securely within their premises out of public view in accordance with Section 3, Operating Guidelines.

5.5 Photograph Sharing Procedure

- 5.1** Sussex Police will nominate a Single Point of Contact (SPOC) within the Chichester District Police Stations who will be responsible for deciding what data and photographs are supplied. The SPOC will also have the final ruling on the retention or destruction of any data or photographs belonging to Sussex Police. Liaison between members and Sussex Police will be through the Board of Management, Steering Group(s) and ChiBAC Manager of the partnership.

5.2 Photographs and data may only be supplied in respect of suspects who fall within the following criteria:

a) Convicted Offenders or persons cautioned for the following:

1. Theft or attempted theft
2. Deception
3. Cheque card or credit card fraud
4. Street crime and Disorder
5. Assaults or threatening behaviour
6. Breaches of Acceptable Behaviour Contracts (ABC's), Anti-Social Behaviour Orders (ASBO's) or bail conditions
7. Other offences considered by Sussex Police to fall within the objectives of the partnership

b) Persons wanted by the police

5.3 The ChiBAC Manager and/or Chichester Police Officers will be responsible for the distribution and collection of photographs to the partnership members on at least a monthly basis.

SECTION 6 – Exclusion Notice Scheme

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1.0 Introduction

- 1.1** This document provides a structure within which ChiBAC will operate an Exclusion Notice scheme. The operational details have been agreed by the Board of Management after discussion with Sussex Police and other key partners.
- 1.2** The objectives of an Exclusion Notice scheme are:
- To exclude persistent and prolific offenders and persons likely to cause criminal nuisance from members' premises.
 - To reduce the opportunity for crime and anti-social behaviour to take place.
 - To protect staff from acts of physical violence, threats and abuse.
 - To reduce the incidence of crime and the fear of crime for the benefit of staff, customers and the public and promote a safer place to work.
- 1.3** An Exclusion Notice scheme operates by utilising the members as one voice, sending a strong message to persistent offenders who commit crime or intimidate and harass staff or the public. It removes them from anonymity, raises the risk of detection, makes clear that they will be monitored and is an effective way of managing and deterring offenders.

2.0. Exclusion Notice Procedure

- 2.1** All members of ChiBAC will have a responsibility to ensure that all incidents meeting the criteria in Section 3 paragraph 3, Operating Guidelines are forwarded to the ChiBAC Manager as a priority action using the incident reporting form provided to members (see sample Incident Reports in Section 8, Target File Process). Members will be responsible for ensuring that they comply with the guidance and protocols throughout their membership.
- 2.2** The relevant Steering Group of the ChiBAC partnership are authorised to recommend the issue of Advisory Letters to offenders after the first and second incident and an Exclusion Notice following receipt of the third report indicating an offender is engaged in criminal activity involving any members' premises or property. In cases of serious offending behaviour the Steering Group may, with the agreement of Sussex Police and the ChiBAC Manager, recommend the issue of an Exclusion Notice at an earlier stage.
- 2.3** Exclusion Notices and letters may also be used as part of an application for ASBO (Anti-Social Behaviour Order) against the offender.
- 2.4** Upon receipt of an incident report from any member the ChiBAC Manager where appropriate, will send a letter to the offender and their parent/guardian, advising that an incident has been recorded and that any further incident may result in an Exclusion Notice being issued. Offenders and, where applicable, their parent or guardian, will be made aware that photographs and information about the offender will be shared amongst Police, Local Authorities and all the businesses in the area which operate within, and are members of, the ChiBAC partnership. This will include CCTV operators, security staff and store detectives.
- 2.5** The offender will also be advised that the incidents are regarded as anti-social and that this may lead to the application for an ASBO and that their details have been added to the ChiBAC data base.

- 2.6** The ChiBAC Manager will refer any adult (18 years of age and over) or juvenile (age 10 to 17 years) meeting the criteria in paragraph 2.2 above, for discussion and decision by the relevant Steering Group.
- 2.7** Upon reaching 3 (three) incidents, or sooner in the case of serious breaches, the ChiBAC Manager will pass such incident reports and supporting information to the relevant Steering Group and Sussex Police for discussion and decision.
- 2.8** An Exclusion Notice will be signed by a member of the ChiBAC Steering Group and a Senior Officer from Sussex Police. The time limit for exclusion will vary according to the seriousness of the offence but will be not less than three months and no more than a one year period. Renewal may be considered by the Steering Group. In such cases the offender will be notified of the renewal as appropriate.
- 2.9** The Exclusion Notice will include a schedule of members' premises from which the offender has been excluded and will comprise three identical parts, copies of which will be distribution as follows:
- Copy 1** - To be posted by recorded delivery or served on the offender receiving the exclusion notice. The notice will be endorsed as to service and the notice of recorded delivery will be retained on the file. Where personal service is executed, the signature of the excludee should be obtained whenever possible.
- Copy 2** - To be lodged at Sussex Police for inclusion in a case file. A statement regarding the issue and service of the exclusion notice may be provided for a prosecution where the breach of the exclusion notice forms part of the evidence or antecedents.
- Copy 3** - To be retained on file by the ChiBAC Manager in order that updated exclusion lists can be distributed to members.
- 2.10** The ChiBAC membership list will be updated every three months and each membership list will be allocated an issue number which must be attached to the Exclusion Notice issued to any excluded person. This membership list may also be published on any ChiBAC webpages. All members, including any new members joining the ChiBAC partnership after an offender has been issued with an Exclusion Notice, will be eligible to benefit from the exclusion scheme, providing the ChiBAC partnership logo is displaced in the window (or other prominent place) on the members' premises.
- 2.11** An Exclusion Notice will be served at the earliest opportunity by an Officer of Sussex Police with at least one member of the ChiBAC Steering Group acting as a witness, or by recorded delivery post, or by delivering it to the last known place of abode by an Officer of Sussex Police or their representative.
- 2.12** In the case of a juvenile (see paragraph 2.6 above) the Exclusion Notice will be served by an Officer of Sussex Police in the presence of the juvenile's appropriate adult.
- 2.13** When the notice has been issued to an offender and they subsequently enter a members' premises or property, the member has the right to ask them to leave. When any excluded individual is recognised in a member's premises they should immediately be asked to leave, whether or not they are thought to have committed an offence. The member will immediately raise an incident report to the ChiBAC Manager.
- 2.14** The existence of an Exclusion Notice does not confer any additional powers on members and normal procedures for removing persons as trespassers, who are not subject to an exclusion notice, should be exercised.

- 2.15** In the case of an excluded offender wishing to redeem a prescription at a pharmacy, the offender must have the manager's prior permission to enter the premises and be accompanied by a member of staff.
- 2.16** When a notice has been issued and an offender is subsequently arrested committing another offence, the fact that they have been previously issued with an Exclusion Notice will be included in the evidence presented in Court.
- 2.17** The list of excluded offenders will be reviewed every three months by the relevant ChiBAC Steering Group in consultation with Sussex Police.
- 2.18** Members of ChiBAC are authorised to receive photographs of excluded offenders. These photographs are subject to the terms of the Data Protection Act 1998 and all participants will be required to maintain confidentiality as set out in Section 4.
- 2.19** The ChiBAC Manager will be responsible for collating and maintaining accurate details of any adult or juvenile affected by an Exclusion Notice and will circulate a list to ChiBAC members as part of the Target File distribution.
- 2.20** Where a decision is made by ChiBAC not to issue an Exclusion Notice, any member maintains the right to issue a ban in respect of their own premises.

3.0 Appeal Process

- 3.1** Any adult or juvenile (including their parent or guardian) may appeal against an Exclusion Notice by advising the ChiBAC Manager in writing. An adult, juvenile, parent or guardian will have 28 days to lodge an appeal which will then be heard within another 28 days by the ChiBAC Steering Group. The Exclusion Notice will remain in place during the appeal period.
- 3.2** An adult, juvenile, parent or guardian lodging an appeal must:
- a) State why the Exclusion Notice should be withdrawn or amended, providing clear and substantiated independent evidence/proof to support their statement to refute the existing evidence.
 - b) Provide evidence to the ChiBAC Manager no less than 14 days before the date of the appeal hearing. The person and/or their representative can attend part of the Appeal Hearing to present their case and supporting evidence.
- 3.3** There will be no reimbursement for any costs incurred by any adult, juvenile, parent or guardian lodging the appeal.
- 3.4** One member of the Steering Group (not involved in the original meeting to ensure they remain impartial from the original ChiBAC Steering Group discussion and decision to issue an Exclusion Notice) will chair the appeal with four members of a ChiBAC Steering Group (not involved in the original meeting), and including the ChiBAC Manager and Sussex Police representative.
- 3.5** To ensure best practice, Sussex Police will only act as advisors in the above process, should a conflict of interest arise in the event of any possible subsequent prosecution or Police action being required against the excluded person.
- 3.6** The Appeal Hearing will be minuted, including date, time, venue, members present and decisions made, and may be tape recorded for accuracy.
- 3.7** The ChiBAC Steering Group having heard the appeal will notify the adult or juvenile of their decision within 48 hours of the hearing formally closing.



EXCLUSION NOTICE SCHEME – MEMBER LETTER

Dear Member,

Welcome to the ChiBAC partnership which includes an exclusion notice scheme.

Please find attached the Exclusion Notice details. A united approach is needed to tackle business crime and this initiative is part of the partnership crime reduction strategy. This provides assistance to you and your business in the following ways:

- A collective approach in dealing with persistent and prolific thieves and persons likely to cause criminal nuisance by excluding them from member businesses.
- Protects staff from acts or the threat of physical violence and verbal abuse.
- Reduces the fear of crime in members' premises, for the benefit of staff, customers and the public.
- Frees up resources otherwise spent dealing with persistent offenders.
- Encourages investment by creating and promoting a safer place to invest and work.

The scheme, which is supported by police, is a civil agreement between you and other businesses within the partnership operational area, where you will collectively exclude offenders or troublemakers, who may not have committed an offence, from your premises.

In joining, it must be stressed that for the scheme to be successful you must be prepared to deter excludees from entering your premises, or require any excluded person to leave your premises immediately on each and every occasion they enter or attempt to enter. It is important to note that these individuals will be responsible for a significantly high proportion of offending and anti-social behaviour in the area.

By joining the partnership you are part of the Exclusion Notice scheme and will be expected to support and enforce the scheme on the understanding that you will be challenged if you fail to do so.

When a person known to be the subject of a current exclusion notice is recognised inside members' premises, and is not suspected of having committed an offence at that stage, that person should be immediately asked to leave the premises as they are a trespasser.

The person should be informed that all other members of the partnership will be notified of their presence and if they attempt to enter, they will also be requested to leave those premises also.

The information should be communicated by radio to all other members informing them that an excluded person has been deterred, giving a full description, direction of travel, references and any other details to assist other members.

Any member deterring a known excludee MUST submit an incident report to the ChiBAC Manager using the Basic Incident Report form.

The existence of an Exclusion Notice does not confer any additional powers and procedures for removing persons as trespassers who are not subject to an exclusion notice, should continue to be exercised.

If an excluded person is suspected of committing any offence within a member's premises, Chichester Police should be called. When an offender has been previously issued with an Exclusion Notice and that person is arrested committing another offence, the fact that they are the subject of an Exclusion Notice should be included in the evidence.

Every effort must be made to deter potential offenders, whether excludedes or not, and members should always ask persons whose behaviour is not conducive to their business to leave before the necessity of an arrest arises if at all possible. This reduces likelihood of violence.

Please make your staff aware of this procedure. Should you have any queries or need clarification on any aspect of the Exclusion Notice, please do not hesitate to contact me.

Yours sincerely

ChiBAC Manager



APPENDIX B

OFFICIAL EXCLUSION NOTICE

To:

DOB:

I am serving this notice on behalf of ChiBAC (Chichester District Business Against Crime) partnership, to inform you that you are to be excluded from entering any premises that are members of the ChiBAC partnership.

This decision has been made based on your current, and/or previous, offending behaviour. The incidents that you have been reported for are:.....

.....

[dates, times, estimated value/costs (if known) and premises involved].

You are hereby formally notified that you are excluded from entering all ChiBAC premises within the Chichester District (as listed in the attached schedule) and any premises that have recently joined as members of ChiBAC displaying the ChiBAC logo.

You are excluded for a period of.....months (as determined by the ChiBAC Steering Group).

Should you commit any further incidents, the exclusion will start from day one again. Furthermore, your behaviour will be closely monitored and serious consideration will be given to implementing an Anti-Social Behaviour Order against you should you fail to alter your behaviour.

You are now required to sign the Exclusion Notice and any failure to do so will result in the exclusion becoming permanent until you fully co-operate with ChiBAC.

Chichester District Business Against Crime partnership will not tolerate any offending behaviour against its members. The Police, Crown Prosecution Service and the Courts are working in partnership to ensure that appropriate sentencing is delivered for breaches of these Exclusion Notices and prosecutions are actively pursued.

Should you wish to appeal against this Exclusion Notice, you will need to contact the ChiBAC Manager at ChiBAC Office, PO Box 639, Chichester, PO19 9HQ for more information.

Names of Senior Police Officer signing this document and ChiBAC representative:

Police Officer:

ChiBAC representative:

Signature of recipient:

Date:

Copy 1
RECIPIENT

Copy 2
ChiBAC FILE

Copy 3
Sx Police

SECTION 7 – Radio Procedures and Protocols

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1.0 Radio Scheme

- 1.1** The ChiBAC radio link is a vital partnership tool for raising member awareness of persons who are committing, or who are suspected of committing, crime or anti-social behaviour. Correct use of the radio will help to reduce the ability of these persons to commit crime, remove their anonymity and increasing the likelihood of them being apprehended, thus reducing crime and anti-social behaviour and the possibility of violence, threats and abuse to staff and the public.
- 1.2** When using a radio, the following guidelines should be followed:
- Accuracy** - the information should be current and correct.
 - Brevity** - the radio call should be kept as short as possible, containing only the required information.
 - Speed** - the message should be kept to a normal conversation pace.
- 1.3** Do not swear or use abusive language or terminology. Inappropriate use may lead to sanctions including withdrawal of the radio.
- 1.4** Radio must not be used for private conversations or idle talk.
- 1.5** Do not perform radio checks during busy periods.
- 1.6** When attempting to contact another ChiBAC member, repeat their call sign twice before giving your own, e.g. "Echo one, echo one, receiving? Bravo one over." Always use "over" at the end of your broadcast.
- 1.7** Ensure that the radio volume is not excessive and that conversations are not overheard. Unauthorised third party disclosure to other persons could lead to Data Protection breaches. Use earpieces (available from ChiBAC) if possible or move out of earshot of third parties.
- 1.8** Pass on any information immediately about suspects' movements, clothing, bags carried, sex, age, I.D. code, accents or other information which will help to identify them.
- 1.9** When giving a description, use the **SNAPSHOT** guide below.

S	Sex – Male, female
N	Nationality (see identity codes below)
A	Age
P	Physique – build, height, etc.
S	Skin – distinguishing marks, tattoos, etc.
H	Hair – colour, length, style, etc.
O	Outfit – clothing, bags carried, etc.
T	Travel – directions, landmarks, etc.

2.0 Identity Codes

- 2.1** When using the radio to describe offenders, the following terminology should be used. This will ensure that descriptions or phrases which may be seen as offensive are avoided. The description of a person should always include as much other identifying information as possible.

IC1	White European
IC2	Dark European (Mediterranean)
IC3	African/Afro-Caribbean
IC4	Indian/Pakistani
IC5	Chinese/Japanese
IC6	Middle Eastern

3.0 Phonetic Alphabet

- 3.1** Always use the nationally and internationally recognised phonetic alphabet. This helps make communication clearer and more accurate.

A	Alpha	N	November
B	Bravo	O	Oscar
C	Charlie	P	Papa
D	Delta	Q	Quebec
E	Echo	R	Romeo
F	Foxtrot	S	Sierra
G	Golf	T	Tango
H	Hotel	U	Uniform
I	India	V	Victor
J	Juliet	W	Whiskey
K	Kilo	X	X-ray
L	Lima	Y	Yankee
M	Mike	Z	Zulu

4.0 Member Call Signs

- 4.1** At the commencement of ChiBAC membership businesses will be provided with a call sign which they must ensure staff operating radios use at all times. The use of call signs rather than the business name provides anonymity to members, Sussex Police, CCTV operations and the Business Crime Manager.