

LBAC
Local Businesses Against Crime
Operating Guidelines and Protocols

VERSION 15 – Adopted May 17th 2011

CONTENTS

Section	
1	Introduction
2	Partnership Constitution
3	Codes of Practice
4	Operating Guidelines
5	Data Integrity Agreements
6	Police Agreements for Sharing Photographs
7	Exclusion Notice Schemes

Section 1

LBAC

Local Businesses Against Crime



INTRODUCTION

This partnership documentation is designed to enable local businesses to formally constitute partnering arrangements for the gathering, collation and sharing of information about crime and disorder and to ensure all legal requirements are satisfied, specifically in the area of handling personal data under the Data Protection Act, 1998.

Our mission is a safe, secure and prosperous future for all local businesses in London

Legal Status

The Local Business Against Crime Partnership (“the Scheme”) is owned and run by a Company Limited by Guarantee called the Local Businesses Against Crime Limited. (“the Company”).

The Company enters into all legal and contractual documentation on behalf of the Scheme and takes ownership of and responsibility for the Scheme’s assets and obligations.

The Company is run under the direction of the Board of Management who meet on a regular basis to ensure the proper running of the Scheme.

The Company is entirely independent from all other entities including the MPS although it works closely with them and has the support of those organisations in achieving its objectives.

The Company’s registered office is at 306a, Streatham High Road, London, SW16 6HG and the company is registered at Companies’ House under Company number 05824202.

All communications to the Company should be addressed to the registered office and by email to info@LBAC.org.uk but the Company is not obliged to accept service of any formal proceedings or Notices or legal documentation by email other than by agreement.

Registered under the Data Protection Act 1998. Registration Number: Z9498296

All Rights Reserved 2011

Section 2

LBAC
LOCAL BUSINESSES
AGAINST CRIME

CONSTITUTION

CONSTITUTION

Contents

Subject	Reference
Partnership Title	1.0
Management of the Partnership	2.0
Aims & Objectives	3.0
Partnership	4.0
Meetings	5.0
Voting	6.0
Administration	7.0
Funding, Financial Records & Auditing of Accounts	8.0
Banking Procedure	9.0
Process	10.0
Benefits	11.0
Liabilities	12.0

LOCAL BUSINESSES AGAINST CRIME

CONSTITUTION

1.0 Partnership Title

- 1.1 **The overarching partnership will be known as Local Businesses Against Crime. All references to 'the partnership' in this document refer to this partnership. All references to "partners" and "partnership" in this document refer to businesses agreeing to adopt and be bound by the strict operating guidelines and protocols of the Scheme. All references to "Agencies" in this document refer to Statutory Agencies, such as police and government, who are required in law to work in partnership to prevent crime and disorder.**
- 1.2 **The "Scheme" refers to the establishment of business crime reduction partnerships between the business community and various statutory agencies solely for the common purpose of the detection and prevention of crime and anti-social behaviour in London. "Local Businesses Against Crime Limited" refers to a company (Not for Profit) limited by guarantee established with objects identical to those contained in this document and to formally manage and direct the Scheme using the Cr:iisp (Criminal Reporting: Integrated Information Sharing Platform).**

2.0 Management of the Partnership

- 2.1 The partnership will be fully representative of the participants and other interested parties, formally constituted and managed by businesses members of Local Businesses Against Crime Limited.
- 2.2 (Clause deleted 4th August 2008).
- 2.3 The Board of Management may include non-voting representatives at the discretion of members.
- 2.4 The Board of Management will oversee the partnership and develop the aims and objectives of the partnership (*see 3.0 below*) and be responsible for compliance with its purpose and aims and objectives.

The role of the Board of Management will be to:

- Resolve misunderstandings and difficulties
- Effect improvements
- Assist generally with the smooth and efficient operation of the scheme
- Set funding policy
- Deal with matters relating to security and general management queries.
- Decide the level and type of management information that is shared among participating members.
- Decide on the method in which this management information is shared.

2.5 A board of management (**BoM**) will be appointed to guide, manage and advise on the day-to-day operation of the partnership which will report back to the membership at the annual general meeting and as may be necessary. This Board may include a chairperson, a vice-chairpersons , a secretary and a treasurer. The Secretary to the board of management will act as the first point of contact on all issues relating to the scheme.

The Board will be made up of no more than twenty five (25) members who shall be of good standing and character especially in relation to the objects of the Scheme and as advanced in any incorporation of the Scheme. This Board shall convene for all purposes of data management and for the issue of Exclusion Notices. Meetings of the Board shall be Chaired by agreement reached between those members of the BoM present at the meeting and at each meeting.

The officers shall be elected at the annual general meeting from nominations received from the membership by the Secretary. Their period of office will be twelve months. The Local Businesses Against Business Crime Reduction Director shall be Secretary of the board of management and is required to facilitate the establishment and continuance of a business community led and pro-active Scheme for the reduction of business criminality, related area criminality and anti-social behaviour.

2.6 The Secretary and the Board are the data controller for the partnership. *Local Businesses Against Crime Limited and the Secretary to the Board shall be registered as Data Controller with the Office of the Information Commissioner. All requests for data sharing shall in the first instance be referred to the Company Secretary.*

2.7 The BoM reports to and is accountable to the membership for the delivery of the business crime reduction partnership objectives.

2.8a The BoM will be responsible for the financial, and operational regulation of the partnership. .

2.8b The BoM will be responsible for the procedural, and disciplinary regulation of the partnership.

2.9 The annual general meeting will agree the annual charges for membership.

- 2.10 Voting for resolutions or appointments within the membership shall be by majority vote. In the event of a tie, any resolution shall fail.
- 2.11 Representatives of the police and other organisations involved in the partnership may be invited to attend BoM meetings in an advisory capacity and/or at the invitation of the membership.
- 2.12 The Secretary and the BoM are empowered to ensure that all data policies and data procedures are fully complied with by each member.

3.0 Aims & Objectives

- 3.1 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 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 including expanding the impact Civil Recovery can have within “modern day” Britain through a sustained approach so that it is an effective sanction and crime prevention deterrent.
- 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 spiritual and social viability and prosperity of the area.
- 3.7 To expand the partnership to encompass as wide a range of business sectors as possible, promoting a more collaborative approach between members and crime partnership agencies
- 3.8 To strengthen partnership working with the business community, police, local authorities and other key agencies and organisations who can contribute to LBAC partnership objectives..
- 3.9 To establish the LBAC partnership as an integral part of an overarching community safety strategy and enable all businesses to work in partnership with police, local authorities, and other agencies and organisations.
- 3.10 To aid the regeneration of local communities in London.

- 3.11 Too promote a better understanding of crime, criminals and criminal gangs operating in London

4.0 Partnership

- 4.1 A partner is defined as a business that has signed the agreements to abide by the operating protocols 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 membership subscription to the scheme. Each fully paid business partner shall be a guarantor of Local Businesses Against Crime Limited, a not for profit company limited by guarantee (£1 per individual store) to be established to carry forward the objects of the Scheme and secure long-term future sustainability of the Scheme and partnership.
- 4.2 Partners will be drawn from businesses, which trade in or in close proximity to London .
- 4.3 Partners must agree to fulfil certain criteria to comply with the objectives of the partnership before partnership is granted. Applications for membership will be processed by the Company Secretary and as agreed by the BoM.
- 4.4 Payment will be in advance to the Scheme account maintained solely for the purposes of the Scheme by Local Businesses Against Crime and when incorporated Local Businesses Against Crime Limited. Any funds, grants or disbursements for the fulfilment of the Scheme shall be paid directly or held in trust for the exclusive purpose of advancing the Scheme as set down in this document.
- 4.5 Annual subscription refunds will not be permitted (unless in exceptional circumstances agreed by the BoM).
- 4.6 Partners who are in breach of any code of conduct or other rules governing activities of the partnership and Scheme shall be liable to disciplinary action by the BoM. This may take the form of warning, suspension or expulsion from the partnership.
- 4.7 All partners who have access to personal data recorded by the partnership shall be and are required to be made aware of all the requirements of the 1998 Data Protection Act. The responsibility and potential liability for inappropriate disclosure rests with the individual member.
- 4.8. The Board of Management fully reserves the right to refuse membership if it is deemed appropriate and reasonable to do so in accordance with applicable law and will normally state in full reasons for the decision. If the applicant does not fit the criteria for partnershipship, the Board of Management retains the right to determine not to disclose any reasons for their decision. (*see also Section 3 Codes of Practice*)

5.0 Meetings

- 5.1 An annual general meeting will be held at date to be agreed consistent with statutory requirements and any incorporation to advance the objects of the partnership. Other meetings held during the year as and when required.

6.0 Voting

- 6.1 Each partner will have one vote per store subscribed to the partnership at meetings. Upon incorporation partners will be required to act as guarantors of the not for profit company limited by guarantee established to advance the Scheme and the objectives set down in this document. All members shall subscribe to the company limited by guarantee and, pursuant to Section 182(2) of the Companies Act 1985, shall hold one share each, that, so long as all the issued shares in the capital of the Company are fully paid up and rank *pari passu* for all purposes distinguishing numbers for the shares need not be maintained.
- 6.2 A quorum for a meeting shall be not less than *three (3)* members.

7.0 Administration

- 7.1 The secretary should prepare the agenda for meetings after consultation. The members may propose items for inclusion on the agenda, which should be notified to the secretary in advance of the next meeting. Minutes of meetings will be taken and circulated.

8.0 Funding, Financial Records and Auditing of Accounts

- 8.1 The partnership should be self-financing and will be non-profit making.
- 8.2 Surpluses after payment of all costs will be carried forward and must only be used to achieve the objectives of the partnership.
- 8.3 The finances and financial records of the Scheme will be audited and submitted to members at the AGM.
- 8.4 The BoM will be responsible for all monies, accounts and property of the partnership and will provide a financial statement of accounts to coincide with the meetings of the Board of Management or as otherwise requested and to comply with all requirements of incorporation.

9.0 Banking Procedure

- 9.1 The partnership will operate a separate bank account. Members and other authorised individuals can make credits to the account. Only the chairperson, secretary and treasurer and those appointed members of the BoM will be signatories and authorised to make withdrawals. There must be two signatories for each withdrawal.

10.0 Process

- 10.1 A person approved by the BoM shall manage the partnership.
- 10.2 Additional staff may be appointed to assist with the management of the partnership, subject to prior agreement of the BoM.
- 10.3 The partnership may be amended, extended or terminated by majority agreement of the partners.
- 10.4 If the partnership is terminated, any monies should be reimbursed to partners after all outstanding items have been taken into account.
- 10.5 The partnership office shall be at 306a, Streatham High Road, London, SW16 6HG
- 10.6 Any changes or alterations to this Constitution or any of the partnership operating protocols shall be reviewed by the BoM before approval by General Meeting

11.0 Benefits

- 11.1 Partners will be entitled to 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. Each decision of the Data Controller to share data using any exemption at law must be on a case by case basis and a full audit maintained at all times.
- 11.2 Disclosure of partnership data must only be provided for under the Data Protection Act 1998 and only following assessment and arbitration 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 Partners 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 scheme.
- 11.4 The police will have proper access to data for the purposes of crime prevention or detection as specified by the Information Commissioner and on a case by case basis. Other third party disclosure will be within the terms of the data

notification and the act itself. Any data disclosure requires the agreement of the Secretary and/or the BoM.

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. All such requests shall be referred to the Secretary.

12.0 Liabilities

12.1 The partnership may withdraw the services it provides by giving five months notice of its intention.

12.2 Partners may withdraw from the partnership subject to five months notice.

Section 3



CODES OF PRACTICE

CODES OF PRACTICE

Contents

Subject	Reference
Introduction	1.0
Description of Partnership	2.0
Statement of Purpose	3.0
Partnership Discipline	4.0
Training	5.0
Staffing	6.0
Third Party Employees	7.0
Information Control / Compliance	8.0
Security/Audit	9.0
Disclosure of Information	10.0
Indemnity Insurance	11.0
Media Relations	12.0
Data Protection Principles	13.0
Data Protection Requirements	14.0
Subject Access	15.0
Complaints	16.0
Links to Other Partnerships	17.0
Acceptance Document	18.0
<u>Appendix A</u>	
Acceptance Document	

1.0 Introduction

- 1.1 This code of practice is to control the management, operation, compliance and use of data within the partnership.
- 1.2 This partnership document has been prepared following some advice from the Information Commissioner, 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 public and participants interests. [Date last reviewed: May 17th, 2011]

2.0 Description of Partnership

- 2.1 The partnership is a proactive crime reduction scheme between businesses, police, local authorities and other agencies and is directed at preventing and reducing criminal activity and anti social behaviour within London
- 2.2 The partners, whose representatives (signatories) have each signed a confidentiality agreement to agree to abide by the operating protocols of the partnership, are involved in the collation, analysis and the dissemination of information within the partnership.

3.0 Statement of Purpose

- 3.1 The partnership 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 the partnership is and remains bound by the code of practice and other operating protocols and any subsequent amendments to them.
- 3.3 Persons considered for employment by the partnership must demonstrate an adequate knowledge of relevant legislation such as the Data Protection Act and the Police and Criminal Evidence Act, and other legislation relevant to the work of the partnership.

4.0 Partnership Discipline

- 4.1 The partnership has specific responsibilities, which must be understood by all partners and their representatives.
- 4.2 The BoM is responsible for the approval of all partners and the representatives of these partners.
- 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 partners. Non-compliance of the Data Protection Act 1998 may lead to criminal prosecution and/or civil actions for damages.

- 4.4 Lesser infringements of procedure will nonetheless be subject to sanction by the BoM. This may be in the form of further training, verbal and written warnings or removal from the scheme.
- 4.5 Partnership employees will receive training to ensure that a good standard of knowledge is maintained.
- 4.6 Any persons employed or considered for employment by the partnership will be required to disclose prior convictions, if any, (and, if appointed, notify future convictions) in order that a judgement may be made relating to likely impact upon the integrity of partnership information.
- 4.7 All persons employed or selected for employment may be required to satisfy the same conditions as would be imposed for employment by the police, and therefore a proper vetting process is required. This process must be fair and not excessive.
- 4.8 Information processed by the partnership which may prove relevant to pending or possible prosecution will be passed to the police in accordance with local reporting procedures or any conditions laid down by the Crown Prosecution Service.
- 4.9 The partnership manager or his nominated representative will be required to give witness statements to an agreed format, 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 partnership where there is a clear legal basis to do so. Information provided under partnership arrangements by police is for the prevention and detection of crime and prosecution of offenders and must not be used for any other purpose.
- 4.12.1 The partnership manager as the Secretary to the BoM is responsible for the operation of the partnership and he/she must ensure that access to the partnership office and files/records is only permitted for authorised purposes and by authorised individuals. Police officers may attend in order to evaluate data and to add information or intelligence.

In the event that the partnership is operated from police premises, access by members will be in accordance with the police vetting security policy.

5.0 Training

- 5.1 In order to maintain high standards, 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.

6.0 Staffing

- 6.1 Numbers of staff employed by the partnership will be determined by the BoM to meet operating requirements.
- 6.2.1 Matters relating to an employee's welfare, safety at work, performance / appraisal, general conditions of employment and working relationships will be the responsibility of the board of management (BoM).

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 BoM will retain the power of veto on third party organisations in exceptional circumstances.
- 7.4 Third party staff, who are employed/contracted by members, must abide by the same constitution, codes of practice, operating guidelines and data protection agreements as members.

8.0 Information Control / Compliance

- 8.1 The information and intelligence held by the partnership is 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 scheme members whom have signed the necessary agreements.
- 8.2 The partnership must be notified to the Information Commissioner as required under the Data Protection Act identifying the Company Secretary and the board of management as the data controller. (See *also 14.0 below*) [First Registered with the Information Commissioner on 08 June 2006, registration number: Z9498296].

9.0 Security / Audit

- 9.1 All information received from participants will be assessed in terms of its intelligence value and will, if found to be of value, be held on the partnership databases.
- 9.2 The partnership will maintain appropriate levels of security, in accordance with good practice and the requirements of legislation.
- 9.3 Partners will maintain like standards of security in respect of all information in their care.
- 9.4 A secure cabinet must be used for the storage of all information. Upon application for membership, the Business Crime Reduction Director or other nominated person will carry out an initial visit to the business premises to ascertain suitability for compliance with security and other relevant matters before partnership data is made available to that member.
- 9.5 Each member will appoint a representative/signatory 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. However, the overall responsibility for compliance with the act by the partnership rests with the data controller.
- 9.6 The partnership and its individual members will submit to an annual inspection with a detailed audit report against the requirements and principles of Data Protection Act and partnership operation protocols. The results will be made available. The BoM or other nominated representatives authorised on their behalf will be responsible for the audit process to ensure individual members maintain the appropriate standards of security and confidentiality.

No partner will be allowed to conduct an audit of his or her own premises.

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. All disclosure of information must be approved by the Secretary.

11.0 Indemnity Insurance

- 11.1 The BoM must provide professional indemnity insurance for employees and officers of the partnership and public liability insurance as appropriate.
- 11.2 Participants in the partnership should ensure that adequate insurance exists within their own organisations.

12.0 Media Relations

- 12.1 All media enquiries should be referred to the Secretary who will decide upon an appropriate response. Partners should not seek to represent the partnership without consultation.

13.0 Data Protection Principles

- 13.1 Partners must be aware of and comply with the data protection principles in the 1998 Data Protection Act. 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 All partners must be aware of these principles. Data controllers and processors should have a working knowledge of the relevant parts of the act.

14.0 Data Protection Requirements

- 14.1 The partnership must be notified to the Information Commissioner under the relevant provision of the Data Protection Act 1998. (See 8.0 above)

The partnership must ensure that the Information Commissioner is notified of the correct purposes under which it will be processing and holding personal data and that these purposes are included in the registered entry report which will be received from the Information Commissioner to confirm notification.

The partnership should register (at least) the following three core purposes:

- 1. Crime prevention and prosecution of offenders*
- 2. Accounts and records*
- 3. Administration of membership records*

It is important to ensure that the partnership does not hold data, which it is not registered to hold. The partnership 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. [On June 8th 2006, LBAC registered 6 core purposes with the Information Commissioner: Staff Administration; Advertising, Marketing and Public Relations; Accounts and records; Administration of Membership record; Consultancy and Advisory services; Crime Prevention and prosecution of offenders.]

14.2 All staff who 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 partnership agreements and/or individual participants.
4. Breaches of confidentiality by members or their representatives may also be subject to sanctions by the BoM.
5. Staff allowed access to the data must sign the data and information disclosure declaration (*see Section 4, Operating Guidelines - Appendix C*) to indicate that they have been advised of their statutory obligations and responsibilities.
6. All partnership information will be stored under secure conditions.
7. Target files will not be photocopied or otherwise reproduced unless expressly authorised by the data manager.
8. Target files must be destroyed when expired..
9. If an individual makes a request to a member regarding data held on that individual that person should be referred to the Secretary to the BoM. (*See Section 15.0 Subject Access below*).

14.3 The partnership procedures must be monitored periodically to ensure efficient operation.

14.4 Any changes to nominated contacts/signatories within individual members' businesses must be communicated to the manager. Access to data using

secure electronic means shall be by password and such passwords shall be changed along with verification of member details held at least every three months.

15.0 Subject Access

- 15.1 Complying with a request for access 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.
- 15.2 Where data subject access is requested, a fee may be charged in accordance with that permitted by law.
- 15.3 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.
- 15.4 If a data subject requests access to data held about them from any member, that member must refer the applicant to the data controller/manager. No data must be disclosed other than through the data controller.
- 15.5 The aim is to ensure that the request is complied with in accordance with the Act. The manager will consult disclosing members in order to assess what information it would be proper to disclose, taking into account the extent to which the application for data would 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.
- 15.6 The data controller must comply with a request promptly, before 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.

16.0 Complaints

- 16.1 Complaints should be brought to the attention of the data controller. Any formal complaint by a data subject regarding any stage in the partnership process of disclosure of personal data should be notified in writing to the relevant partnership 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, these partnerships must comply with the requirements of current data protection legislation.
- 17.2 Data may be shared with other crime reduction partnerships and/or recognised industry or sector organisations if the Company Secretary has been notified and is satisfied current data protection legislation and all other laws will be complied with.

The Secretary may require a written agreement setting out how this data sharing shall take place securely.

18.0 Acceptance Document

18.1 It is a condition of membership that each member (on behalf of his/her business) must sign the partnership acceptance document. (See *also Constitution Section 4.0 above*).
(see *appendix A*).

LOCAL BUSINESSES AGAINST CRIME

PARTNERSHIP ACCEPTANCE DOCUMENT

I have read and understood the Constitution, Codes of Practice, Operating Guidelines, Data Integrity Agreement and all other documentation relating to the operating protocols of the 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 and Local Businesses Against Crime Limited.

Signed

(PRINT NAME)

On behalf of
.....
.....

Date

Signed

(PRINT NAME)

On behalf of
.....
.....

Date

Section 4



**OPERATING
GUIDELINES**

OPERATING GUIDELINES

Contents

Subject	Reference
Introduction	1.0
Target Photo File	2.0
Incident Details	3.0
Data Input/Analysis Procedure	4.0
Rationalisation of Files	5.0
Target Tracking	6.0
Management Information / Key Performance Indicators	7.0
Additional Security	8.0

List of Appendices

A	Store/System Management Information
B	Data Disclosure - Visitor`s Log
C	Data & Information Disclosure Declaration
D/1, D/2	File Movement Records – Outfile / Infile

1.0 Introduction

- 1.1 The aim of this operating guide is to provide a set of working procedures for the members of the partnership. It will be reviewed and updated as and when necessary.
- 1.2 The partnership will be based at the following postal address:

Local Businesses Against Crime.
306a, Streatham High Road
London, SW16

TELEPHONE NUMBER 07818083388

MOBILE 07818083388

EMAIL stephen.Govier@lbac.org.uk
Secure Email Stephen.govier@lbac.cjsm.net

2.0 Target Photo File

2.1 Definition

The definition of a target is agreed locally¹ and must comply with the data protection principles for storing and processing personal data.
(See Section 3, Codes of Practice and Section 5, Data Integrity Agreement).

2.2 Creation of the Target Photo File

Each partner will survey their historical data to identify their most prolific and persistent thieves and other criminals. This information will be submitted to the partnership manager who will prioritise and determine how many offenders will be included in the target file. This will enable the first target file to be produced for circulation to the members for newly formed partnerships. Consultation with the police is important in this process.

Thereafter, as incidents occur and are submitted, the manager will prioritise and focus on the most prolific current thieves and other offenders, again liaising with the police. This file will be updated and circulated accordingly.

2.3 Delivery of Target Photo File

¹ Individuals sent a Warning Letter and/or who give false details are agreed local “Targets”

The target photo file may be hand delivered to, or collected by, each participating member or exchanged by encrypted secure electronic means with individual members responsible for data security when data is downloaded.

2.4 Updating of Target Photo File

When existing targets are withdrawn for whatever reason the respective pages from the target file must be destroyed or returned to the partnership manager.

2.5 Use of Target Photo File :

- (i) The photo file must only be used for the purpose of preventing and detecting crime.
- (ii) Members must treat the contents of the photo file as confidential and only be viewed by management, CCTV operators, store detectives, guards and other authorised staff who have signed the agreements contained in the partnership operating protocols.
- (iii) The photographs are for reference only and not for public or private display.

2.6 File Security

Any target photo file is to be stored in a locked/secure office when not being viewed and at all times must remain away from the shop/sales floor.

In addition, members may view photographs/data held centrally through a secure online system with a full audit trail.

2.7 Destruction of Target Photo File

Target photo files will be securely destroyed by the manager or by members on his/her instructions. Police may also destroy target photos within agreed partnership protocols.

2.8 Audit Trail

Measures must be put in place to ensure that photograph distribution, use, and removal (including destruction) is recorded and held centrally.

3.0 Incident Details

3.1 Definition of an Incident to be Reported

- a. Any crime or attempted crime against any member that falls within the scope of the partnership remit. This may be offending within London or offending by London residents elsewhere in the United Kingdom.
- b. Sightings of person(s) known or believed to be involved in offending behaviour.

c. Any other relevant and appropriate information from within or near the area of operation as defined by the partnership.

Recording of Incidents

The partnership will complement partners's current security practices. Therefore, all incidents involving targets or other incidents will be reported.

It is the responsibility of each partner to report Incidents to the partnership in order to build the database, increase knowledge and be able to respond effectively. It is therefore important that incidents are reported as soon as possible to enable the partnership to respond appropriately.

Incident Reporting

Partners **must** send information to the business crime prevention coordinator on the following incidents –

a) Theft and Attempted Theft

Person(s) arrested for theft or attempted theft

This 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

Deception - e.g.

- 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) Street Crime

Person(s) involved in pick pocketing, bag theft, robbery, violence, anti-social behaviour and disorder within the partnership area. These offences may take 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

Verbally threatens a member of the public or staff

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), or such similar orders as are introduced.

i) Breach of Bail Conditions

k) Any other appropriate incident

Arrest Procedure

If the target commits an offence and is arrested, he/she should be processed in accordance with the normal company procedures and the police contacted. In the case where the offender is a target this information should be indicated to the attending police officer. A summary sheet outlining the incidents that the target has been involved could be Emailed (under 128 bit encryption) to the member and passed to the arresting police officer.

[Partnerships using IT to manage data can provide this information from the data held].

The member will be required to submit an incident report to forward incident/offender details to the partnership manager's office.

Communication

The partnership manager must maintain a regularly updated partners' contact/signatory list. It is the responsibility of each member to provide this information. Any changes to nominated contacts/signatories within individual members' businesses must be communicated to the partnership manager. Password for secure online communications will be changed at least every three months at which time individual members will confirm membership details held by the partnership.

CCTV Evidence

CCTV should be retained in compliance with PACE codes of practice` and the disclosure rules.

3.7 Data Accuracy

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

4.0 Data Input / Analysis Procedures

4.1 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: 1998 Data Protection Act)

4.2 Storage of Data

All data/information received by the partnership will be stored on the database in a secure office and/or at a List-X facility. Access to data/information will be logged in accordance with procedures. The management of data applies to both electronically held and manual data.

4.3 Input of Data

The manager and anyone authorised by the BoM will have responsibility for the inputting of all data onto the database. All data entries will be quality assured.

4.4 Confirmation of Receipt

An audit trail 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 then the partnership manager will seek confirmation. This time limit will also apply to recall requests for target photo files.

5.0 Rationalisation of Files

If a target has not been active within the agreed period (see Section 5 - Data Integrity Agreement), 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.

6.0 Target Tracking

Whilst a major activity of the partnership is the use of intelligence-driven pro-activity against persons who engage in business and associated crime on an organised basis, an additional component will be the tracking of persons as they move through the criminal justice system.

7.0 Management Information / Key Performance Indicators

- 7.1 It will be necessary to establish key performance indicators (KPIs) to measure the operating success of the scheme and provide management information members and statistics for the scheme. The partnership is a key facility to improve the gathering, sharing and collation of information about crime and anti-social behaviour and **each member and partner agency has an obligation to provide information, as appropriate, to enable this important activity to happen.**

The information will be from:

- Recorded crime statistics from the police.
- Information from the participants in the Scheme regarding the impact their theft and loss performance. (NB. No individual partner's information should be disclosed by name). Agreement should be reached as to how partners' data would be disclosed.
- Key Performance Indicators / Management information from the computer database (if installed).
- Other data, such as court results, re offending rates, deter at entry policy, outcomes from exclusion notice scheme and examples of good partnership working are good indicators.
- Visitor surveys, which measure customer satisfaction levels, are a good measure of fear of crime.

8.0 Additional Security

- 8.1 Procedures will be in place to ensure full compliance with data protection and other legal obligations. The following are examples of forms, which can be used: -
- **Visitors Log.** Access to the office will be controlled and all visitors will be logged in and out, (see control sheet *Appendix B*). All visitors must sign on entry to the office acknowledging their acceptance of confidentiality of data and the reason for their visit.
 - **Data and Information Disclosure Declaration.** This document is to be held by each partner and be signed by each

individual within that organisation who will receive information from and disclose information to the scheme. (See *Appendix C*).

- **File Movement Record.** This document will control the movement of files between the scheme office and each member. (See *Appendix D/1 and D/2* – control documents out file and in file).

Section 5



**DATA INTEGRITY
AGREEMENT**

DATA INTEGRITY AGREEMENT

Contents

Subject

Documentation used for data integrity, confidentiality agreements incorporated in the partnership protocols and documents pack.

LOCAL BUSINESSES AGAINST CRIME

Data Integrity Agreement

Confidentiality Agreement incorporating

Partnership Protocols.

1.0 The Data Protection Act 1998

- 1.1 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 Data Protection Act 1998 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 upon the partnership, its partners and the **data controller** and you, as a member of the partnership must comply with the data protection principles.

2.0 Definition of Terms

- 2.1 The partnership is an initiative operated by businesses in partnership with police and other agencies and organisations, through an agreement with each of the members, who have agreed to the principles outlined in the protocols document, specifically, the constitution, code of practice, operating procedures, data integrity agreement and other agreed partnership procedures and protocols contained therein.
- 2.2 **Authorised Persons**
For the purpose of this agreement are the **signatories** to the agreement.
- 2.3 **Data Controller**
The Secretary to the board of management (BoM) of the partnership shall be registered as **data controller** with the Office of the Information Commissioner and the BoM is the **data controller** and is responsible for all matters concerning the management of the partnership. The BoM 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**

“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**

Is the area defined by the Board of Management (BoM) within which the partnership operates.

Namely, the Greater London area.

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:

- The prevention and detection of crime or:
- The apprehension or prosecution of offenders or suspected offenders

Information should only be passed where it is relevant to do so.

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

- Person(s) who are identified as legitimate “**targets**” under the partnership protocols or:
- 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.

2.10.1 **Data processor** means any person who processes the data on behalf of the data controller.

2.10.2 **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-

- organisation, adaptation or alteration of the information or data.
- retrieval, consultation or use of the information or data.
- disclosure of the information or data by transmission, or otherwise making available

- alignment, combination, blocking, erasure or destruction of the information or data.

3.0 Definition of a Target

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

- 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. This will be the main criteria. In addition, a target will have a criminal record, e.g.
- 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.
- 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.
- A person who has been served with an exclusion notice preventing him/her from entering any member premises.
- A person who has been served with a Warning Letter following and incident report submitted to partnership.

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 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 partner should notify the partnership manager promptly, prior to making such **disclosure**.

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.
- 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. Police data will consist of the circulation of photographs or other information as agreed locally.
 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 within accordance to the disciplinary procedures outlined in the partnership protocols and documentation. Making an unauthorised disclosure of data may lead to criminal prosecution.**

LOCAL BUSINESSES AGAINST CRIME

Data Integrity Agreement

I/we confirm and understand our responsibility to manage personal data according to the 8 Principles of the Data Protection Act, the partnership operating protocols, the relevant Additional Reference Material and this Data Integrity Agreement.

Signed:

(PRINT NAME).....

Company.....(POSITION).....Date...../...../.....

(For and on behalf of the member)

Signed:

(PRINTNAME).....Date...../...../.....

(For and on behalf of)

Section 6



**POLICE AGREEMENTS
FOR SHARING
PHOTOGRAPHS**

POLICE AGREEMENTS FOR SHARING PHOTOGRAPHS

Information Sharing Arrangements (ISAs) with the Metropolitan Police will be entered into for each area of operations either on a geographical (e.g. Lambeth) or a Watch basis (e.g. Clapham Pub Watch or Streatham Retail Watch).

Full details of the purpose specific ISAs between the MPS and Local Businesses Against Crime areas of operation and/or watch groups are available on the Metropolitan Police website under the Freedom of Information publication scheme and on the LBAC website.

To obtain verification of a wrongdoer's personal details or accurate details if the individual has provided a false name and address is as per the below, however, the release of information is at the discretion of the Police.

- **Schedule 35(2) of the Data Protection Act 1998** states that personal data are exempt from non-disclosure provisions where this is necessary for any legal proceedings or to obtain legal advice or for establishing, exercising or defending legal rights.
- **Personal Data may be exchanged where required for the Prevention of Crime and the Detection of Wrongdoers.**
Civil Recovery is registered as a Crime Prevention scheme under the Data Protection Act. To prevent crime therefore businesses have a right to know the names and addresses of persons they apprehend.
- **Home Office Circular 55/1998 to Chief Constables.**
This circular states that the The Victim's Charter 1996 still applies to Police Forces including the need to disclose the name and address of an wrongdoer to a victim if required for the purpose of instituting civil proceedings.

Bans and Civil Recovery when a data subject is arrested member of the Scheme are required to secure full details for the purpose of any ban or civil recovery. The attending police officer should provide such details. Should this not be possible (e.g. the data subject is violent and/or assaults a police officer) the Crime Reduction Director will contact MPS to obtain full details and ensure these are passed to the memembr for issue of any ban or civil recovery proceedings.

Section 7

LBAC

**LOCAL BUSINESS
AGAINST CRIME**

**EXCLUSION NOTICE
SCHEME**

Exclusion Notice Scheme

Contents

This section proves an operating framework of the issuing of Exclusion Notices were they are issued by partnership.

LOCAL BUSINESSES AGAINST CRIME

EXCLUSION NOTICE SCHEME

Dear Partner,

Welcome to the Local Businesses Against Crime Exclusion Notice scheme.

Please find attached the exclusion notice package, for your immediate attention. There is a need for a united approach in tackling business crime in London and this initiative has been established as part of the crime reduction strategy of the Local Businesses Against Crime partnership. This provides assistance to you and your business in the following areas:

- A collective approach in dealing with persistent and prolific thieves and troublemakers by excluding them from the member shops, stores and 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 observing and apprehending repeat offenders.
- Encourages greater economic 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 Local Businesses Against Crime partnership area of operation, where you will collectively ban habitual offenders or troublemakers who may not have committed an offence in your premises. In joining, it must be stressed that for the Scheme to be successful you must be prepared to eject an excluded person from your premises immediately and on every occasion they enter, despite the fact that the individual may not have committed an offence against your business. There will only be a relatively few offenders receiving the exclusion notice enabling the scheme to be manageable. 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 will be part of the exclusion notice scheme and be expected to support and enforce the scheme on the understanding that you will be challenged if you fail to do so.

Should you have any queries or need clarification on any aspect of the exclusion notice scheme, please contact your Local Businesses Against Crime Coordinator or the LBAC Crime Reduction Director (Stephen.govier@lbac.org.uk tel: 07818083388).

1. Introduction

- 1.1 The scheme operates by utilising the business community as one voice thereby sending a strong message to those persistent thieves and troublemakers, who regularly intimidate and harass staff, by telling them that we know who they are and that they are not welcome in the our area.
- 1.2 Many of the offenders are well known to both businesses and police and cause a considerable drain on resources, with arrests sometimes leading to violence with the potential for injury to staff.
- 1.3 This has a detrimental effect on trade and the impact on peoples' perception of crime and the fear of crime is significant
- 1.4 The scheme will be run on a day-to-day basis by a Local Businesses Against Crime Coordinator and overseen by the board of management (BoM), or their nominated representatives, who are elected in accordance with the partnership constitution.
- 1.5 In addition to administering the scheme, the coordinator, the Crime Reduction Director and BoM will be responsible for liaising with partners and outside agencies and organisations.

Exclusion notice schemes are an effective means of managing offenders and ensuring that they are deterred from committing crime.

We will provide window stickers advertising your commitment and inclusion in the scheme and notes for your information and guidance.

2. Objectives

2.1 These are:

- To exclude persistent and prolific offenders and troublemakers from members' premises.
- To reduce the opportunity for crime and anti social behaviour to take place.
- To protect staff from acts of physical violence and verbal abuse.
- To reduce the incidents of crime and the fear of crime for the benefit of staff, customers and the public.
- To improve the economic and general environment of our area, subsequently improving prosperity within the area and helping to protect and create employment.
- To encourage greater economic investment by creating and promoting a safer place to invest and work.

3. What is an Exclusion Notice?

- 3.1 There is a presumed invitation by businesses, which allows members of the public to enter their premises and either view or buy merchandise on display.
- 3.2 The issue of an exclusion notice withdraws that invitation to the person issued with the exclusion notice.
- 3.3 This scheme only applies to those businesses that are partners of Local Businesses Against Crime and have confirmed their involvement in the scheme and have signed the relevant partnership protocols and agreements.
- 3.4 Some businesses already operate similar notices, but only in relation to their own businesses.
- 3.5 This scheme allows the partnership to issue exclusion notices on behalf of its member partners, excluding offenders from the premises and of all partners of the Local Businesses Against Crime. Exclusion Notices are issued on a case by case basis and may be local or regional. In addition, some Exclusion Notices may apply only to the night-time or daytime economy.

4. How will it work?

4.1 Criteria for the issue of an exclusion notice

4.1.1 Individuals receiving an exclusion notice will normally be known as persistent offenders or troublemakers. Circumstances leading to the issue of an exclusion notice will vary, for example, where an individual commits an offence that requires an immediate and appropriate response or where the number of documented incidents reported to the partnership manager suggests that an individual's behaviour has reached the stage where an exclusion notice is appropriate. Reported incidents will relate to, for example:

- Theft Act offences,
- Illegal drugs,
- Public Order offences,
- Criminal damage,
- Possession of offensive weapons
- Assault
- Anti social behaviour

4.1.2 It may also be the case that an individual has a case pending which may lead to a conviction in the near future. In these circumstances the partnership manager will consult with the police and the partnership before a decision is made to proceed. Due consideration must be given to all the circumstances involved to ensure the decision to proceed is fair and appropriate.

4.1.3 The issue of an exclusion notice is not dependent on a previous criminal conviction/caution or anti social behaviour order.

4.1.4 Therefore, subject to Human Rights considerations, and having regard for all the circumstances of the offending behaviour/ documented activity, consideration to issue an exclusion notice will be made, for example, as follows:

a) Adults

1. Where an offender is arrested and subsequently prosecuted or cautioned. A caution may be counted as a conviction as the offender will have admitted the offence.

2. Where an individual is arrested and bailed by the police to conduct further enquiries into offences against member/s premises and the circumstances of the case/s suggest that the alleged offences were of such a nature that an exclusion notice is appropriate.

3. Where the number of documented incidents or the gravity of the offending reported to the partnership manager suggests that an individual behaviour has reached the stage where an exclusion notice is an appropriate response.

4. A person subject of an exclusion order from the courts under the Licensed Premises (Exclusion of Certain Persons) Act 1980.

or a combination of the above circumstances.

b) Juveniles -

1. Where a decision is made to prosecute an offender or formally deal with (i.e. reprimand or final warning) the offence committed.

2. Where an individual is arrested and bailed by the police to conduct further enquiries into offences against member/s premises and the circumstances of the case/s suggest that the alleged offences were of such a nature that an exclusion notice is appropriate.

3. Where the number of documented incidents or the gravity of the offending reported to the partnership manager suggests that an individual behaviour has reached the stage where an exclusion notice is an appropriate response.

or a combination of the above circumstances.

Where a decision is made to prosecute a juvenile offender, the police, on behalf of the partnership, in the presence of an appropriate adult, may serve the exclusion notice at the time of processing the offender at the police station.

Links with restorative justice teams will permit referral of the offender.

4.2 Exclusion Notice procedures

- 4.2.1 The members must complete incident reports, as required, to be submitted to the crime manager for inclusion on the database as normal practice. From this information individuals will be identified who meet the criteria as outlined in 4.1 above.
- 4.2.2 A decision will be taken by the partnership crime whether the circumstances satisfy including the person in the exclusion notice scheme. The decision to proceed will be ratified by the BoM who will keep a record of their decision and reasons agreed.
- 4.2.3 The partnership manager will be responsible for serving the exclusion notice:
- a) by post to the person's home address, or
 - b) given personally, directly to the individual concerned and circulating the details to the members.
- 4.2.4 A certified copy of service of the exclusion notice will be retained by the partnership manager. A further copy will be forwarded to, and retained by, police.
- 4.2.5 The police officer(s) in the case will liaise with the criminal justice unit (CJU) to monitor the progress of any prosecution. Alternatively, the crime manager will liaise with the magistrate's court office to monitor the progress of the prosecution and to establish the result of the court proceedings.
- 4.2.6 The result of any court proceedings will be notified to the partnership manager and at that point the exclusion notice will be re-evaluated to ensure that it is still appropriate.
- 4.2.7 The police may, if appropriate, update the relevant PNC record with details of the exclusion notice ensuring that PNC national guidelines are complied with.

A decision to issue an exclusion notice should be in accordance with the Data Protection Act and the Human Rights Act. The reason for issuing the notice should be recorded and kept with other supporting documentation including incident reports. It is recommended that partnership managers use the Human Rights Act 1998 "decision considerations" to record their decision making process. In all cases the decision to issue an exclusion notice must be justified, auditable, proportionate, appropriate and necessary. For example, where an individual's offending behaviour relates exclusively to documented incidents, (ie shop theft), is it both proportionate and necessary to exclude him/her from all members' premises, eg. members of pubwatch premises? The decision to exclude from specific premises should be justified and care taken to comply with race/sex discrimination law.

4.3 What action should business partners follow?

- 4.3.1 When a person is known to have previously been served an exclusion notice and is recognised inside a partners premise, that person should be immediately asked to leave the premises as they are regarded as a trespasser.
- 4.3.2 The person will be informed that all other members of the scheme will be notified of their presence and if they attempt to enter, they will also be requested to leave those premises.

The fact that a person, subject of an exclusion notice, has been ejected from a members premises should then be communicated over the radio link system to all other members informing them that an excluded person (identify him or her by the reference relating to the individual concerned) is in the locality, giving a brief description of clothing and direction of travel.

- 4.3.3 The existence of an exclusion notice does not confer any additional powers for eviction and current procedures for removing unwanted persons as trespassers should continue to be exercised. (The offence is civil trespass and should the member wish to pursue a complaint, they should do this through the civil courts).
- 4.3.4 If an excluded person is suspected of committing any offence within a member's premises, 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 have been previously issued with an exclusion notice will be included in the evidence.
- 4.3.5 If an excluded person is subsequently charged with the offence, the partnership manager will arrange for a certified copy of the exclusion notice to be included on the prosecution file for the information of the Crown Prosecution Service (CPS).
- 4.3.6 The CPS have agreed that provided the required evidential procedures have been followed, they will inform the court of the existence of the exclusion notice, at the point of conviction, as antecedents.
- 4.3.7 The chair of the justices and the clerk to the magistrates court(s) have been acquainted with the objectives of the scheme. They have indicated that if an excluded person is convicted of another offence against any partnership member, the existence of an exclusion notice will be considered as an aggravating fact and would be reflected in the sentence imposed by the court.
- 4.3.8 The local press may be informed by the partnership of the existence of the exclusion notice and the identity of the excluded person for publication.

5. Possible exceptions to the issue of an exclusion notice

Examples might be:

- a) When the decision is for a store caution. (Unless there is a recent history of repeat offending). The BoM will make the final decision.
- b) When the incident involves elderly or confused persons.
- c) Where, in the case of a juvenile, further police investigations lead to a decision not to prosecute. In this case, police may make a recommendation to the partnership to withdraw the exclusion notice.
- d) For first offences, depending upon the severity of the offences

Where a decision is made not to issue a partnership exclusion notice, the partner still maintains the right to issue a ban in respect of their individual premises, which shall not form part of this scheme.

6. Time limits for exclusion notices

Exclusion notices must include a time limit, which will normally be twelve months, but may be extended as set out below.

Immediately prior to any exclusion notice becoming time-lapsed, the partnership will review each notice and determine whether or not the notice should lapse or be extended. Reasons for extending the period rests with the BoD and a record kept and reasons recorded.

Circumstances for extension of an exclusion notice will be either further evidence of re-offending (of relevant offences) within our area or a decision by the partnership, after consideration of any further information, which may be provided by partnership members.

Where an exclusion notice has been extended the offender will be notified together with the reasons, and the information circulated to all members.

The partnership may consider the early lifting of the order where exceptional circumstances prevail and the offender requests the lifting of the order in writing, giving reasons for the same.

7. Distribution of exclusion notice copies

Exclusion notice documentation should be produced in triplicate (by photocopy, if necessary), signed by the recipient if possible, with copies as follows: -

- Copy 1 To be forwarded (or handed) to the person receiving the exclusion notice
(This should be posted to the offender a file copy retained on the Cr:iisp system)

- Copy 2 To be handed to the police for inclusion in the arrest file. Details of the issue of the exclusion notice require being included in the statement of evidence provided for the offence.
- Copy 3 To be held in the Local Businesses Against Crime office by the Local Business Crime Coordinator, in order that updated lists can be distributed to the membership on a regular basis.

8. Other information

a). The breach of an exclusion notice may be regarded as an act of anti social behaviour. A statement to this fact on the partnership exclusion notice, such as, “If you breach this exclusion notice it will be regarded as an act of anti-social behaviour” will be included.

b). The Local Businesses Against Crime partnership has introduced guidelines for the issue of exclusion notices based on the number of documented and reported incidents, as follows:

- *One reported incidents will lead to a warning letter issued to the offender*
- *A further incidents reported will lead to the issue of an exclusion notice*
- *One reported incident with violence against staff will lead to the issue of an exclusion notice*
- *One reported incident by a team of offenders will lead to the issue of an exclusion notice.*

This guide will vary according to the gravity and nature of the offending and local policy will be set by the BoM for each geographical center in which the Scheme operates and for each watch area (e.g. Retail, pub or club) area..

c) The Lambeth boroughwide Excluision Notice is reproduced as an example below.

SaferLambeth

LOCAL BUSINESSES AGAINST CRIME EXCLUSION NOTICE

Issue Number	
--------------	--

Copy 1	Copy 2	Copy 3
--------	--------	--------

(Tick box, as appropriate)

EXCLUDED PERSON:

DATE OF BIRTH:

DATE OF ISSUE:

You are hereby notified that with effect from the service of this notice, the conditional invitation to the general public to enter any of the premises identified on the attached schedule (*Appendix 1*) is withdrawn from you. In addition, this notice applies to premises which become a member of the partnership after the serving of this notice and which indicate that they are members of the partnership exclusion notice scheme by displaying a notice to this effect. Therefore any premises displaying the Local Businesses Against Crime exclusion notice window sticker will be deemed to be a member of the exclusion notice scheme to which this exclusion notice applies.

EFFECTS OF THIS NOTICE

This means you are not to enter, at any time, any part of the premises on the schedule attached and or any of those premises displaying the Local Businesses Against Crime exclusion notice window sticker. Should you do so you will be a trespasser and liable to eviction and/or prosecution in relation to your conduct.

If you breach this exclusion notice it will be regarded as an act of anti-social behaviour

(See also Note 1 on the schedule of premises Appendix 1)

COURT PROCEEDINGS

Certified copies of this notice are retained for use at court for any future criminal or civil action against you in relation to the premises which operate the partnership exclusion notice scheme.

PERIOD OF EXCLUSION

This notice will remain in force in for a period of 12 calendar months from the date of issue, or until withdrawn prior to that date in writing by the Local Businesses Against Crime partnership of the premises concerned.

THIS NOTICE IS ISSUED WITH AUTHORITY ON BEHALF OF THE MANAGEMENT OR OWNERS OF EACH BUSINESS OCCUPYING (AS OWNER OR TENANT) THE MEMBERS' PREMISES. CERTIFIED COPIES ARE RETAINED FOR USE IN ANY SUBSEQUENT COURT PROCEEDINGS AGAINST THE EXCLUDED PERSON.

YOUR PHOTOGRAPH AND DETAILS WILL BE CIRCULATED TO ALL THE BUSINESSES IN THE AREA WHICH OPERATE WITHIN AND ARE MEMBERS OF THE LOCAL BUSINESSES AGAINST CRIME PARTNERSHIP SCHEME, WHICH INCLUDES CCTV OPERATORS, SECURITY OFFICERS, STORE DETECTIVES AND POLICE.

A FORMAL NOTIFICATION OF THIS EXCLUSION NOTICE IS FORWARDED FOR THE INFORMATION OF THE POLICE AND THE LOCAL CROWN PROSECUTOR.

YOU CAN APPEAL AGAINST THE ISSUE OF THIS EXCLUSION NOTICE BY WRITING TO THE LOCAL BUSINESS CRIME COORDINATOR AT THE ADDRESS BELOW WITHIN 28 DAYS FROM THE DATE SHOWN ON THIS EXCLUSION NOTICE.

To be signed by the Local Businesses Against Crime / Police representative issuing the exclusion notice

I, (print).....hereby certify that on
(date).....(time).....(location).....
.....
served a copy of this exclusion notice on behalf of the Local Businesses Against Crime on:
Name:.....
Address:.....
.....
.....
Signed:.....Date:.....

To be signed by the person receiving the exclusion notice (if practical)

I, (print).....hereby acknowledge receipt of a copy of this exclusion notice served on behalf of the Local Businesses Against Crime Partnership
Signed:..... Date:.....



Exclusion Protocols: Guidelines

For issuing an Exclusion Notice on behalf of Local Businesses Against Crime (LBAC).

1. Role of LBAC Partners

- a) LBAC will represent and support members from the retail, service provider, evening economy and commercial business community.
- b) All partners of LBAC will have a responsibility to ensure that all incident(s) meeting the criteria in section **5** (five) below are forwarded to the LBAC Business Crime Reduction Director as a priority action using the incident reporting methods provided to members.
- c) LBAC members will be responsible for ensuring that they comply with the guidance and protocols issued at the commencement of their membership in the partnership.

2. Role of Local Businesses Crime Co-ordinator

- a) The Local Businesses Against Crime Reduction Director will utilise and maintain the Cr:iisp software system and any other information or data systems to deliver an effective LBAC service at all times.
- b) The Local Businesses Against Crime Reduction Director will collate all incident(s), meeting the criteria in section **5** (five) below, referred by any LBAC partner, and or, any other supporting information to ensure the effective service delivery of LBAC.

- c) The Local Businesses Against Crime Reduction Director can refer, on behalf of the LBAC Steering Group, any adult* or juvenile** meeting the criteria in section 5 (five) below, for discussion and decision by the LBAC Management Board.
- d) Upon reaching 2 (two) incidents, or sooner if more serious, the Local Businesses Against Crime Reduction Director will automatically issue an Exclusion Notice where a Warning Letter has been previously issued
- e) The Local Business Crime Reduction Director will need the documentary evidence, incident(s), information and any other decision reached by the LBAC Board to warrant the inclusion of an adult and or juvenile on to the Exclusion List.
- f) The Local Businesses Against Crime Reduction Director for LBAC will be responsible for collating and maintaining accurate details of any adult or juvenile affected by an Exclusion Notice.
- g) Once a decision has been made to exclude an adult or juvenile, the Business Crime Reduction Director will prepare supporting letters, appeal process information (see section 7 below), Exclusion Notice and pass the name(s) and supporting information to Metropolitan Police who may serve the Exclusion Notice and any other supporting information either at the individual's home address, or in the Police Station supported by the Business Crime Co-ordinator where appropriate.
- h) The Local Businesses Against Crime Reduction Director will inform the relevant local, regional or national agencies of incidents that relate to anti-social behaviour. This information may be recorded on a pan London ASB database which may be used to support further action under the Anti-Social Behaviour Act 2003.

3. Role of LBAC Board of Directors

- a) These name(s), details, incidents and any other supporting information will be submitted by the Local Businesses Against Crime Reduction Director to the LBAC Board for discussion and decision.
- b) The board will meet to discuss the incident(s) referred by the Local Businesses Against Crime Reduction Director with such being minuted including date, time, venue, members present and decisions made.

Where appropriate partner agencies will provide both enforcement and support agency advice.

- c) One board member should not be involved in the above process to ensure that they remain impartial should they be required to chair any subsequent appeal as per section 7 (seven) below.
- d) Any individual, whether convicted of a criminal offence or not, shall not be served with an Exclusion Notice until due consideration has been given to the case by the LBAC BoD acting as Management Board.
- e) The LBAC BoD decision can only be altered or amended by the Board or a successful appeal against the Exclusion Notice heard by the LBAC Board.
- f) The BoM has resolved that exclusion notices shall normally be issued under three rules. Rule One: Violence Against Staff. Rule Two: Acting as Part of a Team. Rule Three: Has previously been sent a warning letter.

4. Criteria used for an Exclusion Notice

- a) Ultimately the decision for issuing an exclusion notice will be based upon the incident(s) involved and any other information available at the time. This will allow for immediate exclusions under the adopted rules (see 3. g. above) or should the incident(s) be of a serious nature or to extend a final decision based upon other mitigating circumstances. All exclusions must be ratified by the BoM when it meets.
- b) A decision to exclude any person or juvenile should be based upon one or more of the following:
 - i. The incident(s) caused the management, staff, owner or other individual on the premises or area some form of loss.
 - ii. The conduct of the adult or juvenile has in some way harassed, intimidated, alarmed or distressed management, staff, owner or other individual on the premises or area.
 - iii. The conduct of the adult or juvenile in some way presents a danger to the safety of the management, staff, owner, individual or any member of the public on the premises or area.
 - iv. Any incident(s) that resulted in an individual Banning Order issued by a LBAC partner.

- c) Further criteria that can be applied to exclude an adult or juvenile before **more than one** incident has been reported to the are:
 - i. Any incident(s) involving any violence against management, staff, owner, individual or any member of the public on the premises or area.
 - ii. Burglary 'other' (office)
 - iii. Targeting of the vulnerable (such as the elderly, disabled, learning disabled etc)
 - iv. Racist, homophobic or (sexual) sexist behaviour
 - v. Weapons (use, possession or threat)
 - vi. Obstructing access to a business premise so as to cause alarm.

d) THE EXCLUSION NOTICE SCHEME IN NO WAY EFFECTS ANY LBAC PARTNERS' RIGHTS TO ISSUE THEIR OWN BANNING NOTICE.

6. Enforcement of the Exclusion Notice

- a) The adult or juvenile will have their Exclusion Notice, notification letter, parent or guardian letter, appeal process information posted to their home address or served in the Police Station supported by the Business Crime Reduction Director where appropriate.
- b) If an offender enters a partner's premise having been served an Exclusion Notice, the offender should be told to leave. If the offender refuses to leave, Metropolitan Police should be informed.
- c) LBAC partners can issue a pre-printed card to any person they recognise as being subject to an Exclusion Notice which states that the person is subject to an Exclusion Notice as part of LBAC.
- d) The LBAC Crime Reduction Director may inform local, regional or national agencies about an incident that relates to anti-social behaviour. This information may be recorded on a pan London database and may be used to support further action under the Anti-Social Behaviour Act 2003.
- e) The Police in discussion with the LBAC reserve the right to issue or pursue Acceptable Behaviour Contracts or Anti-Social Behaviour Orders (or any order that replaces such) against any adult or juvenile that comes to their notice as part of LBAC incident(s) recording process or who breeches their Exclusion Notice sufficiently to warrant further action.

7. Appeals

- a) Any adult, juvenile, parent or guardian can appeal against an Exclusion Notice directing such to the Local Businesses Against Crime Reduction Director, Local Businesses Against Crime Limited, 306a, Streatham High Road, London SW16.
- b) The adult or individual will have 14 days to lodge an appeal which will then be heard within another 28 days by the Board of Directors. The exclusion notice will remain in place during the appeal period.
- c) The adult or juvenile, and or, their representative lodging the appeal must state why the Exclusion Notice should not continue with clear evidence to support their statement and refute the existing evidence. The person can attend the Appeal Hearing to present their case and supporting evidence.
- d) One member of the LBAC BoM not involved in the original incident will chair an appeal with two members of the BoM and the LBAC Business Crime Reduction Director. Note. It is essential best practice that the police do not take part in the above processes should a subsequent conflict of interest arise in the event of any possible subsequent prosecution being required against the excluded adult or juvenile.
- e) The Appeal Hearing will be minuted including date, time, venue, members present and decisions made.
- f) The LBAC BoM having heard the appeal will notify the adult or juvenile of their decision within 48 hours of the hearing formally closing.

* Adult from age 16

** Juvenile from aged 10