



HASTINGS & St LEONARDS
BUSINESS CRIME REDUCTION PARTNERSHIP
PROTOCOLS 2017



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GLOSSARY OF KEY TERMS

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|------------------------------|---|
| “The Partnership” | Hastings Area Business Crime Reduction Partnership |
| “The Board” | The Board of Management of Hastings Area Business Against Crime |
| “Executive Committee(s)” | The Steering Group(s) of the Partnership for day and evening economies |
| “Crime Manager” | Hastings Area Business Crime Reduction Coordinator or a similar job designation |
| “Accountable Body” | Love Hastings Ltd |
| “The Police” | Sussex Police |
| “The Local Authority” | Hastings Borough Council |
| “Safer Hastings Partnership” | The Crime and Disorder Reduction Partnership |

HASTINGS AREA BUSINESS CRIME REDUCTION PARTNERSHIP

(Day & Night Time Economy)

CONSTITUTION

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1.0 Partnership Title

- 1.1 The Partnership will be known as Hastings Area Business Crime Reduction Partnership. All references to “the partnership” in this and associated documents refer to this partnership.

2.0 Aims and Objectives

- 2.1 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 behavior between retail and other business members of the partnership. The police contribution will be the legitimate and lawful provision and management of relevant images or other information as agreed.
- 2.2 To reduce and prevent criminality and anti-social behavior by reducing the opportunity to commit crime.
- 2.3 To assist in the apprehension and prosecution of offenders and suspected offenders.
- 2.4 To reduce fear of crime and the effects of fear of crime.
- 2.5 To reduce members’ losses caused by crime and anti-social behavior.
- 2.6 To create a ‘safe and secure’ environment for customers, staff and visitors and to contribute the economic viability and prosperity of the area.
- 2.7 To expand the partnership to encompass as wide a range of business sectors as possible.
- 2.8 To strengthen partnership working with the business community, police, local authority and other key agencies and organisations. (these might include Licensing representatives, Youth Offending Teams, Drug and Alcohol Action Teams, Restorative Justice Unit, Rough Sleepers Unit, Probation Service etc)
- 2.9 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 authority and other agencies and organisations responsible for delivering the community safety action plan.

3.0 Management of the Partnership

The Partnership will be representative of the day and night time economy participants and other interested parties, formally constituted and managed.

Partnership Board of Management (The Board)

- 3.1 A Director of the Accountable Body will chair meetings comprising of members of the existing Shopwatch and Barwatch schemes. They shall be the data controller for the partnership and will meet a minimum of twice a year. The Board may include non-voting representatives from the Safer Hastings Partnership (CDRP), the Police, the Local Authority, and other relevant bodies or authorities and may also include invited members as appropriate.

The Board will oversee the aims and objectives of the partnership. The key roles identified are as follows:

- Oversee the partnership budget and action plan
- To ensure all relevant information relating to business crime and anti-social behavior is lawfully gathered, collated, processed and exchanged between business members of the partnership (The Police contribution will be the lawful provision and management of relevant images or other information as agreed)
- To research and consider alternative funding sources
- To act as Data Controller for the partnership

3.2 The Executive Committee(s) will be responsible for financial, procedural, operational and disciplinary regulation in their respective economies. Any alterations to such matters recommended by the Executive Committee(s) will be subject to approval by a majority vote of the Board

3.3 The Executive Committee(s) will recommend the annual charges for membership that will be ratified by the Board

3.4 The Executive Committee(s) will ensure member compliance with all policies and procedures. It may establish Disciplinary sub-committee(s) drawn from members of the Executive committee(s) and other partners as appropriate.

3.5 Other ad-hoc committee(s) may be formed as appropriate and will report back to the Executive Committee(s)

3.6 The Executive Committee(s) will report to and be accountable to the Board as required. Members of the Safer Hastings Partnership, the Police, the Local Authority and other relevant bodies or authorities will be entitled to attend Executive Committee(s) and Board meetings in an advisory capacity, but may only sit as non-voting observers.

4.0 Membership

4.1 Membership is open to all businesses in the day and evening economies which trade within Hastings Borough, those within ten miles of the Hastings Borough area and representatives of other relevant, interested parties.

4.2 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 instructed in their statutory obligations and responsibilities and has paid the relevant membership fee to the partnership.

4.3 Members will pay the agreed fee to cover the running costs of the partnership. Payment will be made to the Accountable Body.

- 4.4 Refunds of fees will not normally be permitted. Requests for refunds should be made in writing to the appropriate Executive Committee for consideration. Their decision will be final.
- 4.5 Members must agree to fulfil certain criteria (which may vary from time to time) to comply with the objectives before membership is recommended. The Executive Committee(s) will endorse membership applications notified to them by the Crime Manager.
- 4.6 Members who are in breach of any code of conduct or other rules governing the activities of the partnership shall be liable to disciplinary action by the relevant Executive Committee and agreed by the Board.
- 4.7 Members who have access to data recorded by the partnership are required to be made aware of the provisions of the Data Protection Act 1998 relating to the inappropriate disclosure of personal data. The responsibility and potential liability for inappropriate disclosure rests with the individual who makes any such disclosure.
- 4.8 The Board reserves the right to refuse membership if it is deemed to be justifiable and reasonable. If the applicant does not fit the criteria for membership, the Board has the right to decide not to disclose the reasons for their decision
- 4.9 A regularly updated list of members will be maintained by the Crime Manager. Members must notify any changes to nominated contacts/signatories to the crime manager.

5.0 Meetings

- 5.1 The Board will meet a minimum of 2 times a year on dates to be agreed.
- 5.2 The Executive Committee(s) will meet at least 4 times a year.
- 5.3 The Executive Committee(s) and the Board will hold an Annual General Meeting on an agreed date. Other meetings, including exclusion meetings, will be held during the year as required.

6.0 Voting

- 6.1 A quorum for a meeting of the Board is 50 %. Proposals must carry more than 50% agreed to be carried.
- 6.2 A quorum for a meeting of the Executive Committee(s) is 50%. Proposals must carry more than 50% to be carried.
- 6.3 Board and Executive Committee members will each have one vote. In the event of a tie, the Chairman will have the casting vote.

7.0 Administration

- 7.1 The Secretaries (or designated employed member of staff) of the Board and The Executive Committee(s) should after consultation prepare the agenda for their specific meetings and

circulate no later than 1 week prior to the meeting. Minutes of the meetings should be circulated within a reasonable timescale.

- 7.2 A record must be kept of the minutes of all meetings. Ensuring that the chair of the meeting signs off the minutes as an agreed true copy of the proceedings of that meeting with any amendments annotated if observed.
- 7.3 Members may propose items for inclusion on the agenda(e) which should be notified to the Crime Manager at a minimum one week in advance of the meeting.

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 partnership will be managed by the Accountable Body and audited and submitted to members at the Annual General meetings
- 8.4 The Accountable Body will be responsible for all monies, accounts and property of the partnership.
- 8.5 Banking and other financial transactions will be subject to the Accountable Body's financial procedures
- 8.6 The BID Manager and Crime Manager employed by the Accountable Body are authorised to make payments and receive income on behalf of the partnership

9.0 Process

- 9.1 The partnership office shall be established at *Love Hastings Ltd. 4th Floor, 7, Wellington Square, Hastings. TN34 1PD*
- 9.2 The Accountable Body may employ (subject to identification of financial resources) Crime Manager(s), for both day and night time economies,
- 9.3 Additional staff may be appointed to assist with the management of the partnership, subject to prior agreement of the Accountable Body in consultation with the Executive Committee(s).
- 9.4 The partnership may be amended, extended or terminated by majority agreement of the members.
- 9.5 If the partnership is terminated, any monies should be reimbursed to members upon recommendation of the Accountable Body
- 9.6 If the Accountable Body is terminated, Article 10.3 of the Memorandum and Articles of Association will apply

10.0 Benefits

- 10.1 Members will be entitled to use partnership radio frequencies after training, receive reports, images of Exclusions, 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 behavior, to reduce the opportunity to commit crime, disorder and anti-social behavior and the apprehension and prosecution of offenders) and be lawful and legitimate.

- 10.2 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 behavior, to reduce the opportunity to commit crime, disorder and anti-social behavior and the apprehension and prosecution of offenders) and will be given only after consideration by the data controller in possession of the information.
- 10.3 Members must ensure that they put internal systems in place to enable them to identify excludees and to pass that information to the scheme.
- 10.4 The 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 act itself.
- 10.5 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.
- 10.6 All Members must be signed up to the Data Integrity Agreement (see “Data Integrity Agreement” in Codes of Practice Appendix 4). They must ensure that all staff they give access to the information are signed up to their Staff Awareness Form. (see “Staff Awareness of Responsibilities to Data Protection” in Operating Guidelines Appendix 3). The Crime Manager can give appropriate Staff of Members (for example Door Supervisors) their own access to the online Data therefore they must sign a copy of the Data Integrity Agreement as well.
- 10.7 Members may receive other benefits (such as free promotion in Hastings Town Centre) from time to time, from the Accountable Body.

11.0 Liabilities

- 11.1 The Partnership may withdraw the services it provides by giving 3 months’ notice of its intention.
- 11.2 Members may withdraw from the partnership by agreement, and the return of any partnership equipment and documentation.

- 12.0 Crime Manager**In consultation with the Board and other funders, the Accountable Body will employ a Crime Manager to supervise the day to day operations of the Partnership.