

CAMBRIDGE BUSINESS AGAINST CRIME

CONSTITUTION

1.0 Partnership Title

- 1.1 The partnership will be known as the Cambridge Business Against Crime. All references to 'the partnership' in this document refer to this partnership.

2.0 Management of the Partnership

- 2.1 The partnership will be representative of the participants and other interested parties, formally constituted and managed.
- 2.2 A steering committee made up of at least 10 members will be appointed from the membership. This group will meet at least 4 times a year.
- 2.3 *The committee may include representatives from police, Crime and Disorder Partnership, local authority, City Centre Management, shopping centre management, chamber of trade/commerce, the business community (day and evening economy representatives), leisure sector and other relevant bodies or individuals, as required.*
- 2.4 This committee will oversee 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 steering group will be to:

- Resolve misunderstandings and difficulties
- Effect improvements
- Assist generally with the smooth and efficient operation of the scheme
- 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.
- Set funding policy
- Deal with matters relating to security and general management queries.

- 2.5 From within the membership of the steering committee, 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 steering group as necessary. This group will include a chairperson, vice chair, secretary and treasurer. They will act as the first point of contact on issues relating to the scheme. This group will be made up of a minimum of 5 members.

The chairperson, vice chair, secretary and treasurer shall be elected at the annual general meeting from nominations received from the membership. Their period of office will be twelve months.

- 2.6 The BoM is the data controller for the partnership – see Section 5 Data Integrity Agreement and Data Protection Additional Reference Material.
- 2.7 The BoM reports to and is accountable to the steering committee.
- 2.8 The BoM will be responsible for the financial, procedural, operational and disciplinary regulation of the partnership. Any alterations recommended by the BoM will be subject to approval by a majority vote of the steering committee.

- 2.9 The BoM will agree the annual charges for membership. This will be confirmed by the steering committee.
- 2.10 Voting for resolutions or appointments within the partnership 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 will be entitled to attend the steering committee and BoM meetings in an advisory capacity and/or at the invitation of the committee members.
- 2.12 The BoM are empowered to ensure that all policies and 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.
- 3.3 To assist in the apprehension and prosecution of offenders and suspected offenders
- 3.4 To reduce fear of crime and the effects of fear of crime
- 3.5 To reduce members' losses caused by crime and anti social behaviour
- 3.6 To create a "safe and secure" environment for customers, staff and visitors and to contribute to the economic viability and prosperity of the area.
- 3.7 To expand the partnership to encompass as wide a range of business sectors as possible.
- 3.8 To strengthen partnership working with the business community, police, local authority and other key agencies and organisations.
These might include Licensing representatives (*which links to Pubwatch*), Youth Offending Teams, Drug and Alcohol Action Teams, Restorative Justice Unit, Rough Sleepers Unit, Probation Service etc.
- 3.9 To establish the partnership as an integral part of the local community safety and crime reduction strategy and work in partnership with the police, local authority, and other agencies and organisations responsible for delivering the community safety action plan.

4.0 Membership

- 4.1 A member is defined as a business 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 (initial/annual renewal) membership subscription to the scheme.
- 4.2 Membership will be drawn from businesses, which trade in or in close proximity

to the area defined as the City of Cambridge and representatives of other interested parties.

- 4.3 Members must agree to fulfil certain criteria to comply with the objectives of the partnership before membership is granted. Applications for membership will be agreed by the Board of Management.
- 4.4 Payment will be in advance to the scheme account.
- 4.5 Refunds will not be permitted (unless in exceptional circumstances agreed by the BoM).
- 4.6 Members who are in breach of any code of conduct or other rules governing activities of the partnership shall be liable to disciplinary action by the BoM. This may take the form of warning, suspension or expulsion from the partnership.
- 4.7 All members who have access to personal data recorded by the partnership require to be made aware of the requirements of the 1998 Data Protection Act. The responsibility and potential liability for inappropriate disclosure rests with the individual.
- 4.8 The partnership Board of Management reserves the right to refuse membership if it is deemed appropriate and reasonable to do so. If the applicant does not fit the criteria for membership, the Board of Management has the right to decide not to disclose reasons for their decision. (see also *Section 3 Codes of Practice*)

5.0 Meetings

- 5.1 An annual general meeting will be held at date to be agreed. Other meetings held during the year as and when required.

6.0 Voting

- 6.1 Each member will have one vote at members' meetings. In the event of a tie, the chairman will have the casting vote.
- 6.2 A quorum for a meeting shall be not less than 5 members.

7.0 Administration

- 7.1 The secretary should prepare the agenda 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 partnership 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 steering committee or as otherwise requested.

9.0 Banking Procedure

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

10.0 Process

- 10.1 The partnership office shall be established at The Guildhall, Wheeler Street, Cambridge.
- 10.2 A person approved by the steering group shall manage the partnership.
- 10.3 Additional staff may be appointed to assist with the management of the partnership, subject to prior agreement of the BoM and approval by the steering committee.
- 10.4 The partnership may be amended, extended or terminated by majority agreement of the members.
- 10.5 If the partnership is terminated, any monies should be reimbursed to members after all outstanding items have been taken into account.

11.0 Benefits

- 11.1 Members 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.
- 11.2 Disclosure of partnership data must only be provided for under the Data Protection Act 1998 and only following assessment by the data controller. The decision to disclose will necessarily have to be on a case-by-case basis and should not be regarded as being available under an automatic authority. There is never an absolute entitlement to receive personal data, as each disclosure must have to be for the purpose (that is the prevention and detection of crime, disorder and anti social behaviour, to reduce the opportunity to commit crime, disorder and anti social behaviour and the apprehension and prosecution of offenders) and will be given only after consideration by the data controller in possession of the information.
- 11.3 Members must ensure that they put internal systems in place to enable them to identify target offenders 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. Other third party disclosure will be within the terms of the data notification and the act itself.
- 11.5 De-personalised, anonymous or other information, which is not subject to the Data Protection Act 1998, may be released, where appropriate, from time to time to assist other crime reduction initiatives/agencies.

12.0 Liabilities

- 12.1 The partnership may withdraw the services it provides by giving one months notice of its intention.
- 12.2 Members may withdraw from the partnership subject to one months notice.