

# POLICE AGREEMENT FOR SHARING PHOTOGRAPHS

BETWEEN

CAMBRIDGESHIRE CONSTABULARY

AND

CAMBRIDGE BUSINESS AGAINST CRIME

## SUMMARY SHEET

<b>Title of ISA:</b>	<b>PHOTO SHARING AGREEMENT BETWEEN CAMBRIDGESHIRE CONSTABULARY AND CAMBRIDGE BUSINESS AGAINST CRIME.</b>
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<b>ISA Ref:</b>	
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<b>PURPOSE:</b>	<p>To facilitate the sharing of photographs and incident information provided by Cambridgeshire Constabulary to Cambridge Business.</p> <p>The purpose of this agreement is to reduce crime and disorder and pursue prosecutions where appropriate. Cambridge City is subject to retail crime by a number of known offenders. The purpose of this information sharing agreement is to aid in the prevention and detection of crime, the investigation of alleged offences, the apprehension of suspects or persons unlawfully at large and those offenders involved in violence and anti social behaviour against the members of Cambridge Business Against Crime.</p>
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<b>PARTNERS</b>	<p>Cambridge Business Against Crime (CAMBAC)</p> <p>AND</p> <p>Cambridgeshire Constabulary</p>
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<b>Date Agreement comes into force:</b>	1 <sup>st</sup> August 2007
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<b>Date of Agreement Review:</b>	1 <sup>st</sup> February 2008
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<b>Agreement Owner:</b>	Cambridgeshire Constabulary
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<b>Agreement drawn up by:</b>	Edmond Hawkins Police Sergeant 552
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<b>Location of Agreement in force:</b>	MOPI Department, Force Headquarters
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<b>Protective Marking:</b>	Not protectively marked
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## VERSION RECORD

Version No.	Amendments Made	Authorisation
001	First Version	Helen Wells
002	Second Version	Edmond Hawkins

## 1. INTRODUCTION

- 1.1 The Crime and Disorder Act 1998 requires that agencies and organisations work together in partnership to reduce crime, disorder and anti-social behaviour.
- 1.2 In order to meet this objective it is necessary for partner agencies to share information.
- 1.3 Any information shared and the processes used to share such information will be compliant with the relevant Human Rights legislation.

## 2. PURPOSE

- 2.1 The purpose of this agreement is to facilitate the secure sharing of photographs and incident information between Cambridgeshire Constabulary and Business Against Crime (CAMBAC). The agreement, the showing of photographs and sharing of information deals specifically with the identification of offenders and associated identification information in identifying persistent and regular offenders.
- 2.2 The agreement will enhance the ability between partners to reduce crime and disorder, whilst being compliant with the appropriate Human Rights and Data Protection Legislation.
- 2.3 It will incorporate measures aimed at:
  - Facilitating the delivery and circulation of relevant photographs and information.
  - Facilitating a coordinated approach that targets crime and disorder.
  - Ensuring that the sharing of information meets our policing purposes.
  - The pursuit of civil or criminal proceedings – either by Cambridgeshire Constabulary or Partner Agencies.
- 2.4 It also seeks to increase the confidence of practitioners involved, providing them with the information needed to meet the aims listed above.

## 3. PARTNER(S)

- 3.1 This agreement is between the following partners:

**Cambridge Business Against Crime** - The Guildhall, Cambridge, CB2 3QJ.

And

**Cambridgeshire Constabulary** – Hinchingsbrooke Park, Huntingdon, Cambridgeshire.

## 4. POWER(S)

- 4.1 This agreement fulfils the requirements of the following:
  - The Crime and Disorder Act 1998 (section 115);
  - The Data Protection Act 1998 (sections 29(3) & 35(2)).

- The Human Rights Act 1998 (article 8);
- Hellewell v Chief Constable Derbyshire (appendix A attached).
- Guidance on the Management of Police Information 2006

## 5. PROCESS

5.1 This agreement has been formulated to facilitate the exchange of photographs and incident information between Cambridgeshire Constabulary and Cambridge Business Against Crime. It is, however, incumbent on all partner agencies to recognise that any information shared must be justified on the merits of each case. The balance, between an individual's Human Rights and the need to disclose information, must be assessed to ensure the information shared between agencies is proportionate to the investigations.

### 5.2 TYPES OF INFORMATION TO BE SHARED

#### **Cambridgeshire Constabulary will share:**

- 5.2.1 Photographs of the top twenty offenders convicted of theft or attempted theft, deception or attempted deception. The list containing the top twenty offenders will be reviewed quarterly.
- 5.2.2 In exceptional circumstances, photographs will be provided of convicted persons outside the top twenty listed, involved in theft, attempted theft, deception and attempted deception, Public Order Offences, Criminal Damage. Possessing an Offensive Weapon. Assault or Anti Social Behaviour committed against Cambridge Business Against Crime members. This information will be reviewed monthly.
- 5.2.3 The responsibility for providing photographs or information will be approved by the Sector Inspector or the relevant Sector Sergeant covering Cambridge City.
- 5.2.4 Cambridgeshire Constabulary will share each photograph which will contain the name, date of birth and where appropriate a modus operandi specific to the known offender. Each photograph will contain a unique reference number.
- 5.2.5 The purpose of this information sharing is to prevent persistent offending by known offenders. To reduce the opportunity of crime and anti-social behaviour taking place. To protect staff from acts of physical violence, and verbal abuse. To reduce incidents of crime and the fear of crime for the benefit of staff.
- 5.2.6 Under Human Rights legislation this information sharing is Proportionate, Legal (Hellewell v Chief Constable Derbyshire), Appropriate and Necessary to facilitate those members of Cambridge Business Against Crime to identify known and violent offenders.

### 5.3 CONSTRAINTS ON THE USE OF THE INFORMATION

- 5.3.1 There must be a clear audit trail which covers the whole process when information is shared.
- Cambridgeshire Constabulary will keep a record of photographs circulated to Cambridge Business Against Crime. This record will include information covering the decision to circulate this photograph.

- A signature will be received from the Cambridge Business Against Crime Scheme Manager upon receipt of the photograph(s) a record of which will be retained by Cambridgeshire Constabulary.
- Cambridge Business Against Crime Scheme Manager will keep a full record detailing who the Cambridge Business Against Crime member receiving the photograph(s).

5.3.2 Information shared between agencies must not be disclosed to any third party without the written consent of the agency that provided the information. With regards to this agreement, approval for such sharing lies with the Sector Inspector.

5.3.3 Information received by Cambridge Business Against Crime must be securely disposed of when it is no longer required for the purpose for which it is provided.

#### 5.4 **ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT**

5.4.1 All partners to this agreement must appoint Specific Points of Contact (SPOC). The SPOC provided by Cambridgeshire Constabulary, will be the Police Community Beat Manager responsible for retail crime in Cambridge City Centre or within his absence an individual nominated . The SPOC for Cambridge Business Against Crime will be the Scheme Manager. Information sharing will be subject to the Crime and Disorder Act 1998, the Human Rights Act 1998 and the Data Protection Act 1998. Photographs will only be provided on the authority of the Sector Inspector.

5.4.2 Photograph(s) must be accompanied by a warning that they are not to be displayed publicly.

5.4.3 The SPOC's within each organisation will have a responsibility to keep information in a secure location not accessible by members of the public. There must be a record made of the decision to share such information.

5.4.4 Information will be hand delivered by Cambridgeshire Constabulary to the Scheme Manager for Cambridge Business Against Crime either in the form of hard copies or the photographs will be placed onto a computer disc. A Sector Register will be maintained with a record of photographs released. Photographs will only be released to Cambridge Business Against Crime against a signature from the Scheme Manager.

5.4.5 It will be the responsibility of the Cambridge Business Against Crime Scheme Manager to circulate such photographs to Cambridge Business Against Crime Scheme Members against completion of the Code of Practice (Attached Appendix B)

5.4.6 Scheme Members must accept full responsibility for the photographs if they are lost or stolen and must report such loss immediately to the Cambridge Business Against Crime Scheme Manager.

#### 5.5 **REVIEW, RETENTION & DELETION**

5.5.1 Partners to this agreement undertake that personal data shared will only be used for the specific purpose for which it is requested, in line with this agreement. Cambridgeshire Constabulary will provide photographs and information to the Scheme Manager of Cambridge Business Against Crime. The photographs and information provided shall be kept and displayed in a secure area not accessed by members of the public.

5.5.2 The Cambridge Business Against Crime Scheme Manager will provide information to members of the Scheme. Provided that each member completes and signs a Codes

of Practice setting out how they store and use the information provided, contents of Codes of Practice (Appendix B) outlined below.

- The photographs must be retained in a private and secure area not accessible to members of the public and only be viewed by bona fide members of shop staff e.g. Manager, Department Head, Security Staff and those in direct contact with members of the public. It will be the responsibility of the management to ensure that only bona fide members of staff have access to the photographs. Photographs must be secured at all times.
- Photograph circulations will only be released against the signature of the shop Manager or Security Officer or nominated SPOC.
- The photograph circulation will be reviewed quarterly and photographs returned to the Police upon expiry, although the Police may require immediate return of photographs upon change of circumstances.
- The recipient must accept full responsibility for the safekeeping and return of the photographs.
- The photographs and all authorised copies remain the property and copyright of Cambridgeshire Constabulary at all times. Photographs must not be copied, in full or in part, or supplied to a third party without prior written authorisation of the Sector Inspector or designated Sector Sergeant.
- The Police retain the right to audit the information in any premises at any time
- Scheme Members must accept full responsibility for the photographs if they are lost or stolen and must report such loss immediately to the Cambridge Business Against Crime Scheme Manager.
- By signing this Code of Practice the member is agreeing to the terms and conditions of the Information Sharing Agreement signed between Cambridgeshire Constabulary and Cambridge Business Against Crime. The photographs are released with the intention of preventing and detecting crime in Cambridge City Centre.
- The photographs will be of convicted criminals, convicted of an offence relevant to offences involving dishonesty or of people wanted by Police, persons convicted of Assaults, Criminal Damage, Public Order and Anti Social Behaviour.
- The Photographs will be issued with Police Authorisation under the authority of the Sector Inspector. These photographs will be hand delivered by a member of Cambridgeshire Constabulary to the Cambridge Business Against Crime Scheme Manager. Each photograph will contain the name and date of birth of the person and will also contain a unique reference number. It will be the responsibility of the Cambridge Business Against Crime Scheme Manager to circulate these photographs to scheme members upon signature from that member.

5.5.3 Files containing photographs and information from partner sources will be reviewed in line with force policy.

5.5.4 The recipient will not release the information to any third party without obtaining the express written authority of the partner who provided the information.

**5.6 REVIEW OF THE INFORMATION SHARING AGREEMENT**

5.6.1 This Information Sharing Agreement will be reviewed six months after its implementation and annually thereafter. The nominated holder of this agreement is Cambridgeshire Constabulary. It is based on the national template for Information Sharing which forms part of the guidance issued on the Management of Police Information by ACPO and the Home Office.

**5.7 INDEMNITY**

5.7.1 Both Cambridgeshire Constabulary and Cambridge Business Against Crime as receivers of Police information will accept total liability for a breach of this Information Sharing Agreement should legal proceedings be served in relation to the breach.

**6. SIGNATURE**

6.1 By signing this agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself is sufficient to meet the purpose of this agreement.

6.2 Signatories must also ensure that they comply with all relevant legislation.

Signed on behalf of Cambridgeshire Constabulary (Headquarters):

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Title:.....  
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Rank/  
Position:.....

Date:.....  
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Signed on behalf of Cambridge Business Against Crime:

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Title:.....  
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Rank/  
Position:.....

Date:.....  
.....

**Hellewell V Chief Constable of Derbyshire**

QUEEN'S BENCH DIVISION AT LEICESTER

LAWSj 20,21 DECEMBER 1994

Equity – breach of confidence – photographs – police photographing offender at police station while in custody – police later disclosing photograph to organisation of local shopkeepers concerned about shoplifting – offender bringing action for breach of confidence – whether claim to be struck out as disclosing not cause of action – whether police under duty of confidence – availability of public interest defence.

In May 1989 the plaintiff was fingerprinted and photographed at a Police Station in connection with two offences of theft and attempted theft on which he was later convicted. In 1992 a local association of traders who were concerned about the level of shoplifting and harassment of shopkeepers in the town revived a shop watch scheme and asked the police to provide photographs of individuals known to be causing particular problems. The Police complied with the request by supplying the members of the scheme with photocopies of photographs taken from police files. The plaintiff's photographs was among the photographs supplied and was such that it was clear to anyone looking at it that it had been taken in police or prison custody. The Police also gave guidelines on the use of the photographs, directing that they were to be shown only to the shopkeepers' staff and were not to be displayed publicly. In June 1993 the plaintiff learned that his photographs was in use in the area and commenced proceedings seeking declaratory relief and an injunction to restrain the defendant Chief Constable from disclosing his photograph to the public or section of the public. The Chief Constable applied to strike out the claim on the ground that it disclosed no reasonable cause of action and in particular that the facts pleaded were incapable of sustaining a claim for breach of confidence.

Held – (1) A duty of confidence could arise when the police photographed a suspect at a Police Station in circumstances where the suspect's consent was not required and where such a duty arose the Police were not free to make whatever use they liked of the photograph but were under certain obligations to the suspect, breach of which would be actionable by him at private law. The Police were however entitled to make reasonable use of such a photograph for the purpose of the prevention and detection of crime, the investigation of alleged offences and the apprehension of suspect or persons unlawfully at large and, provided those bounds of principle were not transgressed, there was an obvious and vital public interest in the use made of such photographs which the court would uphold (*see p478 hj, p479bdf and p480f, post*): *Marcel v Comr of Police of the Metropolis (1992) 1 all ER 72 applied; dictum of Megarry V-C in Malone v Comr of Police of the Metropolis (No 2)(1979) 2 All 620 at 646 adopted.*

On the facts, it was plain that the use made by the Police on the Plaintiff's photographs was lawful, since (I) there was material from which the Police could conclude that the plaintiff had caused trouble in local shops, (ii) the dissemination of the photograph by the Police was limited to distribution to shopkeepers in the Shop Watch Scheme, and (iii) the Police had implicitly acted in good faith for the prevention or detection of crime and did so to a limited and specific extent by distributing the plaintiff's photograph only to persons who had reasonable need to make use of it. It followed that the public interest defence would be bound to succeed at trial and the plaintiff's claim would be struck out accordingly (*see p479j to p480 cf.post*).

**Notes**

For breach of confidence, *see 45 Halsbury's Laws (4<sup>th</sup> edn) para 1536*, and for cases on the subject, *see 46 Digest (Reissue) 596-598m 6547-6462*.

**Cases Referred to in Judgement**

**A-G v Guardian Newspaper Ltd (No 2)[1998] 3 All ER545. [1990] 1 AC109, [1988] 3WLR 776, HL.**

*Malone v Comr of Police of the Metropolis (No 2) [1979] 2 All ER 620, [1979] Ch 344, [1979] 2WLR 700.*

*Marcel v Comr of Police of the Metropolis [1992] 1 All ER 72, [1992] Ch 225, [1192] 2*

*WLR 50, CA;rvsg [1991] 1 All ER 845, [1992] ch225, [1991] 2WLR 1118. Pollard v Photographic Co (1989) 40 Ch D D 345.*

### **Cases Also Cited or Referred to in Skeleton Arguments**

*Fisher v Oldham Corp [1930] 2KB 364, [1930] All ER Rep 96.*

*Gartside v Outram 91856) 26 Lj Ch 113.*

*Kaye v Robertson [1991] FSR 62, CA.*

*W v Egdeell [1990] 1 All ER 835, [1990] Ch 359, CA.*

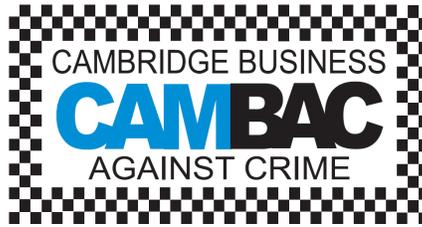
### **Summons**

By summons dated 28 July 1994 the defendant, the Chief Constable of Derbyshire applied to strike out on the ground that the statement of claim disclosed no reasonable cause of action the claim made by writ issued on 18 February 1994 in the Nottingham District Registry by the plaintiff, Paul Hellewell, whereby by applied for (I) a declaration that disclosure by the Police to the public or a section of the public of a photograph taken of him when he was in police custody for the purpose of warning the public that he had criminal propensities was unlawful, (ii) an injunction restraining the Chief Constable from disclosure for such purposes, and (iii) damages. The summons was heard and judgement was given in chambers. The case is reported by permission of Lawsj. The facts are set out in the judgement. *Richard Clayton (instructed by Actons, Nottingham) for the Chief Constable. James Howlett (instructed by Starkie & Gregory, Long Eaton) for the plaintiff.*

### *Cur adv cul*

21 December 1994. The following judgement was delivered. Laws j. On 11 May 1989 the plaintiff was in custody at Long Eaton Police Station, where he was charged with offences of theft of petrol and attempted theft of petrol. He was fingerprinted and photographed. This case concerns the use later made of one of the photographs. On 20 July 1989 the plaintiff was convicted of both offences by Ilkeston Justices. Up to February 1993, his criminal record showed 32 convictions, including 19 for the theft and kindred offences.

Taking photographs of persons in police custody is a matter addressed in paragraph 4.2 of the Code of Practice for the Identification of Persons by Police Officers



## **Cambridgeshire Constabulary- Southern Division**

**And**

## **Cambridge Business Against Crime**

### **Codes of Practice for use of photographs by members**

As part of the strategy to reduce the level of crime in Cambridge City Centre and in particular the incidence of shop theft, photographs and information of persons convicted of criminal offences and known to be active in the area are being circulated to members. This will include photographs of the top twenty active offenders convicted of the retail crime of theft, attempted theft, deception and attempted deception (reviewable monthly). It will also include where approved by the Sector Inspector, photographs of convicted persons involved in Public Order Offences, Assaults, Criminal Damage and Anti-Social Behaviour against Cambridge Business Against Crime Members. Where approved by the Sector Inspector photographs of persons wanted by the police for offences against Cambridge Business Against Crime members could be circulated.

The following Codes of Practice will apply to the use of such photographs and information:-

1. The photographs are released with the intention of preventing and detecting crime in Cambridge City Centre.
2. The photographs will be of convicted criminals, convicted of an offence relevant to offences involving dishonesty or of people wanted by Police, persons convicted of Assaults, Criminal Damage, Possession of an offensive weapon, Public Order and Anti Social Behaviour.
3. The photographs will be issued with Police Authorisation under the authority of the Sector Inspector. These photographs will be hand delivered by a member of Cambridgeshire Constabulary to the Cambridge Business Against Crime Scheme Manager. Each photograph will contain the name and date of birth of the person and will also contain a unique reference number. It will be the responsibility of the Cambridge Business Against Crime Scheme Manager to circulate these photographs to scheme members upon signature from that member.
4. The photographs must be retained in a private and secure area not accessible to members of the public and only be viewed by bona fide members of shop staff e.g. Manager Department Head, Security Staff and those in direct contact with members of the public. It will be the responsibility of

the management to ensure that only bona fide members of staff have access to the photographs. A written record will be maintained of those members of staff who view the photographs and date and reason for viewing.

5. Photographs must be secured at all times.
6. Photograph circulations will only be released against the signature of the shop Manager or Security Officer.
7. The photograph circulation will be reviewed monthly and photographs returned to the Police upon expiry, although the Police may require immediate return of photographs upon change of circumstances.
8. The recipient must accept full responsibility for the safekeeping and return of the photographs.
9. The photographs and all authorised copies remain the property and copyright of Cambridgeshire Constabulary at all times. Photographs must not be copied, in full or in part, or supplied to a third party without prior written authorisation of the Sector Inspector.
10. The Police and the Scheme Manager reserve the right to audit the information in any premises at any time.
11. Scheme Members must accept full responsibility for the photographs if they are lost or stolen and must report such loss immediately to the Cambridge Business Against Crime Scheme Manager.
12. By signing this Code of Practice I am also agreeing to the terms and conditions of the Information Sharing Agreement signed between Cambridgeshire Constabulary and Cambridge Business Against Crime.

**I hereby undertake to abide by all the conditions of the Photograph scheme set out above and to indemnify the Chief Constable against any action, loss, damage or injury arising from any wrongful use of photographs by either myself or my staff or any use arising from breach of these conditions.**

**Signed** ..... **Date** .....

**Name (Please Print)** .....

**Premises Name** .....

**Location** .....