



**We're fighting  
crime together**

**City Centre Beat**

**'A Bradford Business Crime Partnership'**

# **CONSTITUTION**

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## Contents

Subject	Reference
Partnership Title	1.0
Introduction	2.0
Management of CCB (BoM)	3.0
The Steering Group	4.0
Aims & Objectives	5.0
Membership	6.0
Meetings	7.0
Voting	8.0
Administration	
Funding, Financial Records &	9.0
Auditing of Accounts	10.0
Banking Procedure	11.0
Process	12.0
Benefits	13.0
Liabilities	14.0
Amendments to the Constitution	15.0
 Service Level Agreement	 Appendix 1

## **1.0 PARTNERSHIP TITLE**

- 1.1 **The partnership will be known as City Centre Beat (CCB) 'A Bradford Business Crime Partnership'. All references to 'CCB' in this document refer to this partnership.**

## **2.0 INTRODUCTION**

- 2.1 To comply with the requirements of the Information Commissioner, CCB must demonstrate that they are established in such a way that responsibilities, duties and liabilities are clearly set out and that there is an audit and control system to ensure this is achieved. These are set out in the CCB constitution and documentation.
- 2.2 All references to 'CCB' in this document refer to the name by which the partnership is known and by which it has notified the Information Commissioner of its intention to process personal data in accordance with the GDPR 2018 and will only operate under the terms of that notification. Any change to the name of the partnership must be notified to the Information Commissioner.
- 2.3 CCB is a private body exercising rights of property for the benefit of its members. To achieve this it will work closely with other agencies to assist in the prevention and detection of crime and the prosecution of offenders.
- 2.4 CCB has a constitution which shall regulate the business of the officers and members of the partnership and require them to operate in compliance with the GDPR 2018.
- 2.5 CCB shall be established as a legal entity, as an unincorporated association.
- 2.6 The Data Controller for CCB are the CCB Board Of Management who shall have joint and several liability. The unincorporated association shall appoint CCB managers who shall, assume the responsibility of Data Processors.

### **3.0 MANAGEMENT OF CCB (Board of Management)**

- 3.1 The Board of Management will be made up of at least 5 members and no more than 8 it will consist of a Chairperson, Vice Chairperson and a Treasurer.  
A designated person shall take minutes for any meetings and circulate them to the members of the BoM . CCB shall not have a Secretary.
- 3.2 The BoM will be appointed from the membership at an Annual General Meeting this appointment shall be for 3yrs. (Can be appointed again after 3yrs)
- 3.3 BoM members must be able to show a commitment to attending a majority of meetings and act in a professional, open, honest way and at all times act in the best interests of CCB.

This group will meet at least four times a year. A quorum for a BoM meeting shall be not less than 3 members.

The Chairperson, Vice Chairperson and Treasurer of the Partnership shall be appointed by the BOM from within the BOM .

As far as possible the Police and Local Authority will sit on the BoM as advisors only and have no voting rights.

CCB Managers shall sit on the BoM as advisors only and have no voting rights.

The Police, Local Authority and Managers of the Partnership cannot stand for elected office (Chair Person, Vice Chair Person and Treasurer)

- 3.4 The CCB BOM are the data controllers for the partnership  
– see *Section 5 Data Integrity Agreement*.
- 3.5 The BoM will be responsible for the financial, procedural, operational and disciplinary regulation of the partnership.
- 3.6 The BoM will agree the annual charges for membership.
- 3.7 Voting for resolutions or appointments within the partnership shall be by majority vote. In the event of a tie the chairperson shall have the casting vote.
- 3.8 The BoM are empowered to ensure that all policies and procedures are fully complied with by each member.

## 4.0 THE STEERING GROUP

- 4.1 CCB will appoint a Steering Group from the membership
- 4.2 The Steering Group will be made up of at least 9 members and will be appointed from the membership. This group will meet at least four times a year. A quorum for a meeting shall be not less than 7 members.
- 4.3 The group may include representatives from Safer Bradford (CDRP), Town Centre management, shopping centre management, local press (editor), chamber of commerce, the business community (day and evening economy representatives), leisure sector, the local authority and police .
- 4.3 This group will advise the BoM on matters within their remit they will not be able to vote on matters already agreed by the BoM but they will
- Resolve misunderstandings and difficulties
  - Effect improvements
  - Assist generally with the smooth and efficient operation of the scheme.

As an advisory group they will not have any power vested in them.

- 4.4 The Chair Person , Vice Chair Person and Treasurer for the Steering Group may be the same elected officials on the BoM the term of office Shall be for 3 years.

## **5.0 AIMS AND OBJECTIVES**

- 5.1 The legitimate (in accordance with the 8 principles of the Data Protection Act 2018) and lawful gathering, collation, processing, exchange and management of all relevant information relating to business crime and anti social behaviour against members of CCB. The police contribution will be the legitimate and lawful provision and management of relevant photographs or other information as agreed/ where appropriate and the service of exclusion notices approved by the BoM.
- 5.2 To reduce and prevent criminality and anti-social behaviour by reducing the opportunity to commit crime and disorder.
- 5.3 To assist in the apprehension and prosecution of offenders and suspected offenders.
- 5.4 To reduce fear of crime and disorder and the effects of fear of crime and disorder.
- 5.5 To reduce members' losses caused by crime and reduce the effect of anti social behavior on the persons employed by members.
- 5.6 To create a "safe and secure" environment for customers, staff and visitors and to contribute to the economic viability and prosperity of the area.
- 5.7 To expand the partnership to encompass as wide a range of business sectors as possible.
- 5.8 To strengthen partnership working with the business community, police, local authority and other key agencies and organisations.
- 5.9 To establish CCB as an integral part of Safer Bradford and work in partnership with the police, local authority, and other agencies and organisations responsible for delivering the community safety action plan.

## **6.0 Membership**

- 6.1 A member is defined as a business whose representative (signatory to the CCB registration form or subsequent replacement) has signed to abide by the partnership and data integrity agreements to confirm that they have been made aware of their statutory obligations and responsibilities, has paid the relevant membership subscription to the scheme and any annual renewal fees.
- 6.2 Membership will be drawn from businesses, which trade in or in close

proximity to Bradford and representatives of other interested parties.

- 6.3 Members must agree to fulfil all the criteria to comply with the objectives of the partnership before membership is granted. Applications for membership will be agreed by the board of management retrospectively at their meetings.
- 6.4 Payment will be in advance.
- 6.5 Refunds will not be permitted (unless in exceptional circumstances agreed by the BoM).
- 6.6 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 a warning, suspension or expulsion from the partnership.
- 6.7 All members who have access to personal data recorded by CCB require to be made aware of the requirements of the 2018 Data Protection Act. The responsibility and potential liability for inappropriate disclosure rests with the individual.
- 6.8 The partnership BoM 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.

## **7.0 Meetings (Annual General Meeting)**

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

## **8.0 Voting**

- 8.1 Each member will have one vote at the AGM, In the event of a tie, the chairman will have the casting vote.
- 8.2 The member (As defined above) or delegated representative nominated by the member voting will either vote in person or send a sealed ballot before the meeting to be opened at the meeting. Any vote cast in this way will only be cast by the Member or representative as long as the vote is signed by the official member.
- 8.3 A quorum for an AGM shall be not less than 11 members.

## **9.0 Administration**

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

## **10.0 Funding, Financial Records and Auditing of Accounts**

- 10.1 CCB should be self-financing and will be Not for profit . Funding may also come from partnership agencies or other relevant organisations.
- 10.2 Surpluses after payment of all costs will be carried forward and must only be used to achieve the objectives of the partnership.
- 10.3 The finances and financial records of CCB will be audited and submitted to members of the BOM and to members at the AGM.
- 10.4 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 BOM or as otherwise requested.

## **11.0 Banking Procedure**

- 11.1 CCB will operate a separate bank account. Members of the BoM and other authorised individuals can make credits to the account. Only those appointed members of the BoM and Managers will be signatories and authorised to make withdrawals. Banking will be carried out online.

## **12.0 Process**

- 12.1 The partnership office shall be established at 2 Kirkgate Mall, Kirkgate Centre, Bradford. BD1 1QX Tel 01274 722443
- 12.2 A person(s) approved by the BoM shall manage the partnership.
- 12.3 Additional staff may be appointed to assist with the management of the partnership, subject to prior agreement of the BoM .
- 12.4 The partnership may be amended, extended or terminated by majority agreement of the members.
- 12.5 If the partnership is terminated, any monies should be reimbursed to members after all outstanding items have been taken into account.

## **13.0 Benefits**

- 13.1 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.
- 13.2 Disclosure of partnership data must only be provided for under the Data Protection Act 2018 and only following assessment by the data controller/Processors. 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.
- 13.3 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.
- 13.4 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.
- 13.5 De-personalised, anonymous or other information, which is not subject to the Data Protection Act 2018, may be released, where appropriate, from time to time to assist other crime reduction initiatives/agencies.
- 13.6 Service Level Agreement (SLA) Appendix 1

## **14.0 Liabilities**

- 14.1 The partnership may withdraw the services it provides by giving 3 months written notice of its intention.
- 14.2 Members may withdraw from the partnership subject to 1 month's written notice.

## **15.0 Amendments to this Constitution**

- 15.1 Amendments must receive the assent of not less than two-thirds of those members present and voting at an annual or extraordinary general meeting. The Manager must receive a resolution for the amendment of the constitution at least 28 days before the meeting at which the resolution is to be brought. At least 14 days notice of such a meeting, including notice of the proposed amendment, must be given by the Manager to the members of the BoM , Steering Group and the full membership.
- 15.2 Each member of the BoM and Steering Group shall have the right to call an extraordinary meeting of the Steering Group or AGM provided they have the support for such a meeting from at least 8 members in writing. Each member of CCB shall have the right to call an extraordinary AGM provided they have the support in writing of one third of the membership.

## APPENDIX 1

### SERVICE LEVEL AGREEMENT

#### INTRODUCTION

Business crime reduction partnerships function by bringing together businesses – predominantly retailers – in town and city centres to share information about crime, criminals, incidents and suspects. Members are able to communicate with each other via a radio link and have access to photographs and other information which helps them to identify local known criminals, to try and identify unknown criminals and to work together to identify anti-social elements who may be suitable for CBOs. (Criminal Behaviour Orders)

#### OBJECTIVES

The objective of a business crime reduction partnership is:

To reduce crime, disorder, anti-social behaviour, assault, threats and intimidation against business members, their premises and staff and to make their town a safer and more pleasant place to work and visit.

#### PARTNERSHIP STRUCTURE

BCRPs that are recognised by NABCP have the following features in common:

- They are accredited with the National BCRP Standards.
- They are notified to the Information Commissioner for the purposes of crime prevention and detection and the prosecution of offenders
- They have a board of management drawn from local businesses
- They have a paid full or part-time crime manager
- They have a steering group which represents the wider business sector, police, local authority and other participants
- They have professional indemnity insurance to protect the board from any civil action arising out of their duties
- They circulate photographs of target and prolific local criminals and travelling criminals and unknown crime suspects
- They produce news bulletins or newsletters
- They exclude known offenders from the premises of all members of the partnership.
- They become accepted as part of the community safety strategy and work with police and other local agencies to reduce business crime and anti-social behaviour

## PARTNERSHIP DELIVERABLES (Service level agreement – SLA)

Business members pay a subscription to be members of a BCRP, which may include a membership and radio hire element, in order to work together with other businesses to identify risks and to deal pre-emptively with those risks by either deterring them at the point of entry, requiring them to leave a store if they have gained entry, passing on information about them or about incidents via the radio and submitting a written report to the crime manager on all the above incidents and any sightings of known criminals so their movements can be recorded.

Partnership members, heads of security who operate from multiple locations should therefore expect a minimum standard of service to be provided in order for them to be able to work together to reduce crime, violence and anti-social behavior and to be able to compare partnership performance more widely. This should include:

- A radio network to facilitate communication between members of live incidents and information, which should also be monitored by local police and public CCTV operators where there is agreement
- Photographs (provided either by police or from business in-house CCTV systems) of current local targets and unidentified suspects. These should be updated a minimum of every quarter, or, if police photographs, in accordance with local agreements
- Other relevant information about the M.O.s, associates, descriptions, violence and drugs of the local targets
- Produce relevant statistical and management information about partnership performance
- Produce an annual report, including statistical information setting out partnership achievements, progress, etc.
- A regular newsletter or other information bulletin containing local information, news, details of Business-related CBOs, produced a minimum of once a quarter
- Formal intelligence meetings with members at least every month with informal briefings to key security or other staff as additionally required
- Where there is a partnership intranet which provides photographs and other information about local criminals, the requirement for a newsletter and intelligence meetings may be varied

## PARTNERSHIP INVOLVEMENT

Partnership should be able to demonstrate involvement of a member in a number of ways:

- Incident reports submitted to the partnership – via paper, fax, e-mail, on-line
- Radio use – where a partnership has a radio management system this will record dates/times logged on and off, frequency and length of transmissions
- Where there is a secure website, visits to that website to view albums, report incidents or view other information
- Partnership meetings attended
- Other involvement and support – member of board, steering group or otherwise active

The interaction between the partnership member and the crime manager is an important element in ensuring that both the partnership and the member both participate in the efficient and effective operation of the partnership, which is to reduce, crime, disorder, violence and anti-social behavior in retail stores.

### LOSS PREVENTION MANAGER INVOLVEMENT

Where a particular business is a member of a partnership, a loss prevention manager or other security officer may contact the partnership crime manager and arrange to visit to satisfy him/herself that the partnership is:

- Delivering the required level of services
- To discuss any issues in relation to the participation of their business in the partnership
- To discuss any issues that business may have with the operation of the partnership
- To share any intelligence the loss prevention manager which he/she may have from their wider responsibility and which may effect or assist that partnership
- To provide contact details to the partnership crime manager to facilitate future communication
- To ask for reports or information to satisfy him/herself that the partnership is providing a satisfactory service

The involvement and support of loss prevention managers with partnerships will ensure that there is understanding of the needs and limitations of each party, what can and should be achieved and where issues arise, that they can be resolved in a satisfactory manner.

This service level agreement has been developed by a working group comprising a number of retailers and BCRPs and is part of the program by NABCP to ensure that BCRPs remain relevant to members and that both parties can work together to a common standard. We would encourage BCRPs to seek to provide services which can improve on the standard set out here.