

CORPORATE HOUSING PARTNERSHIP INFORMATION SHARING AGREEMENT

FORMAL DISCLOSURE OF POLICE INFORMATION FOR EVICTION,
POSSESSION PROCEEDINGS AND HOMELESSNESS APPLICATIONS
MUST BE ROUTED THROUGH THE ALLIANCE DISCLOSURE TEAM AT
DEVONPORT POLICE STATION

VERSION 5.11

JUNE 2020



JOINT AGREEMENT ON INFORMATION EXCHANGE
LOCAL AUTHORITIES/HOUSING ASSOCIATIONS/TRUSTS/REGISTERED SOCIAL
LANDLORDS AND DEVON AND CORNWALL POLICE

Version 5.11

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Formal Disclosure of Police Information for Eviction, Possession Proceedings and Homelessness Applications must be routed through the Alliance Disclosure Team at Devonport Police Station

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1. INTRODUCTION (THE WHAT)

- 1.1. Devon and Cornwall Police are committed to the partnership approach and will work closely with Local Authorities and other Social Landlords. By applying this joint action the public can have confidence that the partners will act jointly to detect, prevent and reduce crime and anti-social behaviour.
- 1.2. In March 1999 all major local social housing providers agreed to support the principles of community safety in respect of housing issues. This agreement accepts the need for police and housing providers to provide a framework for strategy and partnership working and to share information to alleviate crime and anti-social behaviour within social housing.
- 1.3. To achieve this objective this agreement provides guidance for the exchange and sharing of information including computer-held data, the use of Police statements and the scope for joint operations.
- 1.4. This agreement does not cater for;
 - a) The exchange of information surrounding the housing or re-housing of sex offenders, as a separate Multi-Agency Public Protection Arrangements (MAPPA) agreement exists for this purpose. Advice on this matter is available from the Public Protection Unit, Devon and Cornwall Police, Middlemoor, Exeter.
 - b) The provision of information for use in licensing landlords or managers responsible for Houses in Multiple Occupation, as required under the Housing Act 2004.
- 1.5. To avoid confusion, terms used in this agreement are listed at Appendix 2 Definition of Terms.
- 1.6. This corporate agreement will come into force on XXXXX and will supersede the provisions of previous local versions of the Safer Communities Agreement.

2. PURPOSE (THE WHY)

- 2.1. The purpose of the agreement is to provide guidelines to enable the sharing of information to support effective action to be taken against crime and anti-social behaviour in Devon, Cornwall and the Isles of Scilly. The agreement will incorporate measures that will be aimed at:
 - a) the use of both civil and criminal remedies via effective joint working to swiftly and effectively combat problems of crime and anti-social behaviour;
 - b) facilitating information sharing in support of effective action against perpetrators of crime and antisocial behaviour relating to their tenancy;
 - c) the pursuit of both civil and criminal proceedings – joint case management;
 - d) ensuring that the exchange of information is justified and is in compliance with legislation.

Therefore in utilising the powers afforded within this agreement to share information, all signatories must ensure that they comply with all relevant legislation and their own internal policies on disclosure.

- 2.2. Therefore in utilising the powers afforded within this agreement to share information, all signatories must ensure that they comply with all relevant legislation and their own internal policies on disclosure.

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2.3. The ISA deals with requests to Devon and Cornwall Police where a person has made an application to a housing provider under the Homelessness Act. The following legislation supports information sharing under this agreement:

- Housing Act 1985 and 1988. Schedule 2, Ground 2 (Secure Tenancies) and Schedule 2, Ground 14 (Assured Tenancies)
- Housing Act 1996. Section 153, as amended by Section 26, Police & Justice Act 2006. Section 153A: Anti-social Behaviour. Section 153B: Unlawful Use of Premises. Section 153C: Exclusion Orders. Section 153D: a Breach or Anticipated Breach of a Tenancy Agreement
- The Protection from Harassment Act 1997
- Homelessness Act 2002. The Housing Act 1996, as amended by the Homelessness Act 2002 and The Homelessness Reduction Act 2017
- Crime and Disorder Act 1998
- Anti Social Behaviour, Crime and Policing Act 2014
- Data Protection Act 2018 . Schedule 2, Part 1, Para 2 (1)&(2) and Schedule 2, Part 1, Para 5 (3)
- The Civil Evidence Act 1995
- Police Reform Act 2002
- Human Rights Act 1998.

Plus:

- Common Law Power of Disclosure
- Code of Practice on the Management of Police Information.

Detail of their scope and relevant use are listed at Appendix 3 – Legal Powers.

3. PARTNERS (WHO)

Police, councils and registered social landlords are the target signatories. The following organisations, by certification at Section 7, are deemed to be partners to this agreement:

DEVON & CORNWALL POLICE
ASTER HOUSING
CLARION HOUSING
COASTLINE HOUSING
CORNERSTONE HOUSING
CORNWALL HOUSING LTD
CORNWALL RURAL HOUSING ASSOCIATION LTD
COUNCIL OF THE ISLES OF SCILLY
CORNERSTONE HOUSING
EAST DEVON DISTRICT COUNCIL
HABINTEG HOUSING ASSOCIATION
HASTOE HOUSING ASSOCIATION
HOME GROUP
LIVEWEST
MAGNA HOUSING ASSOCIATION
MID-DEVON DISTRICT COUNCIL

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NORTH DEVON DISTRICT COUNCIL
NORTH DEVON HOMES
OCEAN HOUSING LTD
PLYMOUTH CITY COUNCIL
PLYMOUTH COMMUNITY HOMES
SANCTUARY HOUSING SERVICES LTD
SOUTH DEVON RURAL HOUSING ASSOCIATION
SOUTH HAMS AND WEST DEVON BOROUGH COUNCIL
SOVEREIGN HOUSING ASSOCIATION
TEIGN HOUSING
TEIGNBRIDGE DISTRICT COUNCIL
TIVERTON ALMSHOUSE TRUST
TORBAY COUNCIL
TORRIDGE DISTRICT COUNCIL
YARLINGTON HOUSING GROUP
WESTWARD HOUSING
WILLOW TREE HOUSING PARTNERSHIP (incorporating South Western Housing Society and Tamar Housing)

4. PROCESS (THE HOW)

- 4.1. This agreement will operate at two levels: the Problem Solving Stage and the Formal Process Stage.
- 4.2. At the 'Problem Solving Stage' [[Appendix 1](#)] local officers/neighbourhood teams discuss individuals to problem solve issues and undertake joint visits where appropriate. Disclosures can be made by the Police Neighbourhood Beat Manager, Police Community Support Officer, Local Authorities Officers and/or Social Landlord Officers to determine if a joint approach to reported incidents is necessary. Any disclosures will be limited to the minimum statements of fact required for the agreed action to be instigated.
- 4.3. At the Formal Stage persons occupying nominated roles, as listed at [Appendix 9](#), will instigate requests for information for use in civil proceedings.
- 4.4. Details of the working practice to be actioned and the level of information that may, on a case-by-case basis, be disclosed is listed at [Appendix 1](#).
- 4.5. Formal disclosure of relevant police information (including homelessness requests) are dealt with by the Alliance Disclosure Team previously called Central Disclosure Unit) at Devonport Police Station and not local police officers.

5. PROCESS STANDARDS

5.1. ACCURACY OF DATA

- a) The Signatories acknowledge that they each have a responsibility to verify and maintain the accuracy of Personal Data held by them (which is subject to this Agreement), this being a statutory duty set out in the General Data Protection Regulation, Article 5.
- b) Where an inaccuracy is discovered after a disclosure has been made, it will be the responsibility of the Signatory discovering the inaccuracy to bring this to the

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notice of the Signatory making the Disclosure, in writing. They in turn will notify all other Signatories who have also received the same Personal Data from it of the inaccuracy and any correction required in respect of that inaccuracy.

- c) In order to meet the obligations under clause b, Signatories are expected to record any disclosures that are made.

5.2. **CONFIDENTIALITY**

The Signatories undertake and agree that personal data shared under this Agreement will only be used for the specific purpose for which it is requested. The recipient of the information will only circulate it to those who are entitled to receive the information, and that the person or organisation receiving the information has adequate safeguards and working practices in place to prevent the dissemination of information to parties not entitled to receive them.

Signatories agree that all disclosed information will be retained for no longer than necessary, and only in relation to the purpose for which such information was disclosed, following which, all disclosed information will be securely disposed of or erased.

Devon and Cornwall Police may, at any time, audit disclosures that have been made to establish what information is still held and which has been securely disposed of or erased, and by which secure method disposal took place.

Files containing data from partner sources will be reviewed every six months to ensure that the retention of the data can be justified. The recipient will not release the information to any third party, for whatever reason, without obtaining the express written authority of the Partner who provided the data.

5.3. **SECURITY/DATA BREACH**

If any information which is shared under this agreement is lost, stolen, or disclosed to anyone who should not have had access to it, this shall be a data breach and a breach of this agreement.

Organisations have a duty to report certain types of personal data breach to the relevant supervisory authority Information Commissioner (ICO). This must be within 72 hours of becoming aware of the breach.

Signatory organisations must have a robust breach detection, investigation and internal reporting procedures in place.

Any breach of confidentiality, or incident, involving a risk or breach of the security of information must be prioritised and should be notified to the designated Data Protection Officer/Information Assurance Manager of the relevant organisation without delay.

The breach process must ensure that a decision whether to notify the ICO is expedited as well as decisions whether to inform affected individuals.

The organisation who is the breaching party must notify the other party as soon as it becomes aware of the breach. If there is suspicion of a breach, this also must be notified immediately.

Investigation into the breach will be conducted by the organisation who is the breaching party. All investigation information will be shared with the Controller for the non-breaching party. Each Controller reserves the right to appoint their own investigating authority. Each signatory organisation will cooperate fully with any independent investigating authority.

5.4. **CONSTRAINTS**

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The preferred method for sending information is via secure email, although it is acceptable to use recorded delivery or delivery in person. Established email domains that will enforce encryption include email addresses to and from .gov.uk, .pnn.police.uk and nhs.net. Confirmation from the IT Security Officer or equivalent that encryption is enforced is required by the sharing partner if an alternative email domain is used. Secure email solutions can also be used if available (i.e. Egress). Emails should not be sent to personal email accounts (i.e. gmail, hotmail etc).

Only when the legal powers are established can the disclosure be considered. Therefore, at the formal stage each completed request submitted must contain a reference to the legislation under which the request is made. At all times, when Signatories are considering requests for the disclosure of personal data, consideration will be given to the following matters:

- i. Has the information been processed lawfully and fairly?
- ii. Is it in the public interest to override the presumption of confidentiality and to justify any interference with the right to privacy set out in Human Rights Act 1998 Article 8?
- iii. Is the disclosure necessary to support action under the Crime and Disorder Act?
- iv. Is there a Statutory or Common Law provision that enables the disclosure to be made?

5.5. EQUALITY ACT 2010

The assessment of relevance and impact of this agreement in relation to the public authorities' general duty under the Equality Act is the individual responsibility of the signatories.

5.6. FREEDOM OF INFORMATION ACT 2000 – PUBLICATION OF AGREEMENT

This Agreement is accepted as a document for disclosure under the public authority partner's duties under the Freedom of Information Act 2000 and can be included in its Publication Scheme.

5.7. MONITORING AND REVIEW

This version of the agreement will be reviewed every year or if a significant change occurs. The nominated holder of this agreement will be the Data Protection and Information Sharing Manager, Devon and Cornwall Police. Any suggested amendments to this agreement are to be forwarded to the Data Protection and Information Sharing Manager for consideration and subsequent consultation with all partners.

5.8. COMPLAINTS

Any complaint made will be brought to the attention of the nominated/designated officer of the relevant partner(s) who will deal with complaints in accordance with their own policies and procedures. Signatories will keep each other informed of developments following a complaint received, where relevant.

5.9. WITHDRAWAL

Any Signatory to this agreement may withdraw on giving written notice to the other Signatories. Data that is no longer relevant to ongoing proceedings at that time shall be securely destroyed by the withdrawing party or returned to the Signatory that provided the same. The withdrawing Signatory will be bound to comply with those relevant terms of this Agreement, which remain effective following withdrawal.

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5.10. **Subject Access Requests and Other Rights of Data Subjects**

The Signatories acknowledge that data subjects have, amongst other rights, a right to access certain personal data relating to them held by, or under the control of, controllers pursuant to GDPR Article 15 and DPA 2018 part 3, chapter 3, section 45.

The signatories agree that they shall apply their own internal procedures to deal with Subject Access Requests made in respect of access to personal data held by them. Where the Subject Access Request relates in whole, or in part, to personal data received from other signatories through a disclosure, the signatory on receipt of the Subject Access Request shall liaise with the other signatories without delay.

The signatories shall each comply with the provisions of the GDPR/DPA 2018 when handling Subject Access Requests and any other notices received from data subjects which are made under the GDPR/Data Protection Act 2018.

5.11. **CONCLUSION**

This Agreement has been formulated in order to facilitate exchange of data. However, it is incumbent on all signatories to recognise that any information exchanged needs to be justified on the merits of each individual case. It also has to be recognised that the provisions for information exchange, as laid down in 2.3, do not allow for the General Data Protection Regulation and Data Protection Act 2018 and the principles therein to be compromised and any information flow must be undertaken with all legislation being taken into account.

6. INDEMNITY

In consideration of the agreement to make disclosures of Personal Data in accordance with this Agreement, each Signatory shall indemnify all other Signatories in respect of the Indemnity as described in [Appendix 10](#).

7. CERTIFICATION – Housing Information Exchange Agreement

By signing below, the Signatories;

- accept and will adopt the statements included in this Agreement and the indemnity;
- agree not to use, release or otherwise disclose any data whatsoever outside of this Agreement;
- confirm their personal responsibility to inform all colleagues within their respective organisation that they too have read, understood and agreed to the terms of this agreement.

It is recommended that signatories retain a list of those colleagues who have read, understood and agree to the terms of this agreement.

Signed on behalf of:

Signed

Print Name

Organisation

Position

Date

8. VERSION RECORD

Version Number	Amendments made	Authorised / Amended by
Working Version 2.0 February 2010.	<p>Based on the 2008 Version 1.8 and revised following workshops held with majority users of the agreements</p> <p>Finalised via consultation April –May 2010 copies issues June 2010.</p> <p>Minor amendments: June 2010 - Section 3 and Appendix 9: Christian Alliance Housing name change to Chapter 1, plus locations details</p> <p>Section 3: Omission of Plymouth CC and Plymouth Community Homes from listed partners corrected.</p> <p>Wording/grammatical changes requested by Cornwall Council: Sections 1.3, 4.1, 5.6, Appendix 1 Clauses 3, 4.2, 5.3(b) and 6.2 (a). Appendix 2 Clauses 1.3, 1.8, 1.8 change of wording – ‘relevant’ to ‘relates’, and 1.9.</p> <p>July 2010 – Appendix 9, additional point of contact added for West Devon B.C.</p> <p>Contact point for Sanctuary-Shaftesbury HA amended</p> <p>Removal of Cornwall Council and Carrick Housing as signatories</p> <p>Addition of Cornwall Housing Ltd and associated nominated officers</p> <p>Addition of a nominated officer to Tor Homes</p>	<p>T Furbear</p> <p>J. Ellis 30th June 2010</p> <p>J. Ellis 13th July 2010 28th July 2010</p> <p>G Kemp 06th September 2012</p>
Working Version 3.0 February 2015	<p>Addresses removed from section 3 and updated Organisational Partnership titles.</p> <p>Section 2.3 Add new Act.</p> <p>Amendments to Section 4.4 additional wording</p> <p>Section 5.4 replace Race Relations Act with Equality Act 2010 wording</p> <p>Section 5.6 Amendment to bi-annual reviews</p> <p>Section 5.9 Remove reference to C&D 1998 and Common Law make reference to 2.3.</p> <p>Section 6.2 a) Remove references to ACPO Guidance on Step Down</p> <p>Section 6.9 20 working days instead of 15</p> <p>Appendix 3 New 2.2 to add Anti Social Behaviour, Crime and Policing Act 2014</p> <p>Appendices 4 and 6 form amendments additional wording</p> <p>Appendix 9 updated organisational titles and addresses/contact details.</p> <p>Appendix 3 Approved by Force Legal – numbering on Schedule 2 & 3 DPA corrected, removal of Housing Act 1996 Sections 153 A to D not affective after 17 March 2015</p>	<p>A Moffatt 23 February 2015</p>
Working Version 4 November 2017	<p>Secure email wording adjusted – Section 5.3</p> <p>Indemnity wording updated – Section 6</p>	

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	Appendix 3 – Data protection reform wording added before DPA Appendix 9 – contact information updated	
Working Version 5.0 September/October 2019	Various changes by JD + GS clarified by TF.	JD/TF/GS
Working Version 5.1 January 2020	2.3 Data Protection Act 1998 (DPA98) updated to 2018. Clause 3.0 Partners updated. Clause 5.1 (a) DPA98 updated to GDPR. Clause 5.2 Confidentiality updated. Clause 5.3 Security / Data Breach inserted. Clause 5.4 Constraints updated. Clause 5.10 Updated from DPA98 to DPA18 and GDPR. Clause 6. Indemnity updated. Clause 7. Certification updated. Appendix 1 (2) minor grammatical amendments. Appendix 1 (3) minor grammatical amendments. Appendix 1 (5.2 (b)) updated. Appendix 1 (5.4) updated. Appendix 1 (6.2) updated. Appendix 1 (6.8) updated from reference to section 5.3 to 5.4. Appendix 1 (6.9) minor grammatical amendments. Appendix 2 (1.8) updated. Appendix 2 (1.9) updated. Appendix 3 updated from DPA98 to DPA18 and GDPR. Appendix 5 Form CD1 updated.	TF / GS
Working Version 5.11 May 2020	Removed Safer Communities Agreement from front page. Replace Cutting Crime Building Communities logo with Making Communities Safer Working Together logo.	TF/GS TF/GS
Working Version 5.11 June 2020	Added 5.10 Subject Access Requests and Other Rights of Data Subjects. Clauses 2.1b, 2.3, 3.0 and 4.2 were updated. Clause 4.5 added.	TF/GS TF/GS TF/GS
July 2020	Willow Tree Housing Partnership replaced South Western Housing Society and Tamar Housing. Both organisations still exist but operate under WTHP.	GS

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Appendices

A WORKING PRACTICE GUIDANCE

1. Information sharing under this agreement will occur at two separate stages: the Problem Solving Stage and the Formal Process stage.
2. The Local Authorities or Social Landlords should not automatically consider the police as the first port of call for information on tenants. There is an expectation that the Local Authorities or Social Landlord will compile their own information from disclosures made by other tenants and agencies. If a pre-tenancy check is received from a Social Landlord or Local Authority who has received an application for housing and is considering whether to grant that housing, the request will generally be refused on the basis that pre-tenancy checks will not take place. If, however, the Neighbourhood Police Team believe that a disclosure will result in the prevention or detection of crime, they will forward the request to the Data Protection and Information Sharing Manager who, in turn, will seek the advice of Legal Services Department.

3. Pre-Tenancy Checks

The Police will not, within this agreement, undertake pre tenancy checks, except where these are:

- a) linked to a Homelessness Act application (refer to Appendix 3, Section 4 and Appendix 9);
- b) required to evidence that an applicant for a tenancy has deliberately failed to provide information relating to previous offences, therefore supporting action under Ground 17 of Housing Act 1988, Schedule 2 as amended by the Housing Act 1996 (refer to Appendix 1 Section 2.2.1.).

Pre-tenancy checks linked to applicants who declare themselves as, or who are suspected of being, a Registered Sex Offender, are not within the scope of this agreement. These are to be undertaken under the MAPPA Protocol.

4. Problem Solving Stage

- 1.1. At the 'Problem Solving Stage' disclosures of factual events can be made by the Police Neighbourhood Beat Manager, Police Community Support Officers, Local Authorities Officers and/or registered Social Landlord Officers to determine if a joint approach to reported incidents is required. Such disclosures will only deal with incidents or offences that have occurred in the premises, or in the locality of the dwelling, and will be aimed at deciding on the course of any joint action, if required. Any disclosures should be recorded and comply with the principle that **'the minimum disclosure required is the maximum disclosure permitted'**.
- 1.2. The Police and Housing providers should meet regularly to discuss and prioritise incidents of criminal or anti-social behaviour identified by any party to this agreement. Such discussions should include whether criminal prosecution or civil proceedings would be the most appropriate course of action.
- 1.3. In addition to legal proceedings arising from the exchange of information, joint operations should include joint visits by housing officers and local police officers and, where appropriate, Environmental Health Officers, to tenants to warn about the

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consequences of continued criminal and anti-social behaviour. In particular this action would be targeted at preventing further criminal and anti-social behaviour by young people.

- a) Joint visits may also be appropriate when interviewing a victim of harassment or where violence has been used or threatened.
 - b) Support should be given to the sharing of surveillance equipment.
 - c) Input by Police Designing Out Crime Officers should be provided where it is identified by the Local Authority or Social Landlords that such an input would be helpful in dealing with anti-social behaviour and crime at any design stage.
- 1.4. Escalation to the Formal Process Stage will only be considered after the Problem Solving Stage has been concluded.

5. Formal Process Stage – Applications by Housing Providers

- 1.1. Where a clear breach of tenancy is evidenced or where joint action fails to solve the issue, the housing provider can make an application for information to be used within civil proceedings.
- 1.2. The application will be made in writing and forwarded to the police Alliance Disclosure Team. The application will be made using the format as listed below.
- a) Application for information for use in civil proceeding under the Housing Acts – text as per Form HISA 1 (Appendix 4).
 - b) Application for information to be used in the application of a Criminal Behaviour Order, a stand alone Anti-Social Behaviour Order or Civil Injunction under the Anti-Social Behaviour Crime & Policing Act 2014 – text as per Form CD1 (Appendix 5).

Disclosure Request Forms may be submitted by post or secure email.

- 1.3. The application will also contain, where relevant:
- a) a copy of the local area map clearly indicating the area that the housing provider deems as being in “the immediate vicinity” or, in a Criminal Behaviour Order (CBO) linked to a CBO application, the area for which the CBO is sought.
 - b) details of the local police neighbourhood team who have previously dealt with the issues at the problem solving stage.

1.4. Requests relating to applications under the Homelessness Act 2002:

It is accepted that this agreement will cover the disclosure, with the consent of the data subject, of information from the **police where this is not available directly from previous landlords**, to deal with the provision of evidence for the exclusion of applicants due to previous anti-social behaviour or where the applicant is seeking accommodation due to the risk of violence. Consent must comply with current data protection legislation for freely given, specific, informed and unambiguous indication of the data subject’s wishes by a clear affirmative action. Applications under the Homelessness Act will be made using text as per HISA 3 (Appendix 6).

6. Formal Process Stage – Provision of Disclosures by Devon & Cornwall Police

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- 1.1. Police Disclosure Officers will ensure that if the request relates to a named individual and/or an address, that the information is required to fulfil a statutory purpose, or to prevent or detect crime or anti-social behaviour.
- 1.2. The Alliance Disclosure Team will make disclosures where:
 - a) there is evidence of convictions, cautions or Penalty Notice for Disorder for offences committed in the accommodation or the immediate vicinity, that are within the timescales set within the application;
 - b) there is evidence of 'positive police action' or behaviour evidenced by police officers;
 - c) police proceedings have not yet been completed, or where no further action results from police attendance, the police may disclose limited 'statements of fact' that relate to the incident for the consideration of the civil court.
- 1.3. All disclosures will be constructed using factual information, using the principle that '**the minimum disclosure required is the maximum disclosure permitted**'. Police intelligence will not be disclosed.
- 1.4. The disclosures will contain no personal details of victims or witnesses.
- 1.5. Where cited in the application, the Alliance Disclosure Team will liaise with Neighbourhood Beat Teams to ensure that the disclosures to be made are accurate, relevant and timely. Failure to cite this information may impact on the level of disclosure available.
- 1.6. Disclosure will be made using the text as per HISA 4 (Appendix 7) or CD2 (Appendix 8).
- 1.7. The information may then be forwarded to the "requesting Nominated Officer". A record of information requested and disclosed will be kept for a period of one year or the conclusion of the case, whichever is the longer.
- 1.8. Disclosures will not be made via e-mail, unless transmitted via encryption on securely linked networks, as the open Internet is not secure for the transmission of personal and sensitive information. Please refer to Section 5.4 "Constraints" in the main body of the document for information on secure email networks.
- 1.9. The Alliance Disclosure Team will make 'best endeavours' to return all disclosures within 20 working days, priority will be given to cases required for court.

7. Submissions of Information to the Police

- 1.1. **A Local Authority will disclose:** Evidence, including complaints from neighbours or the public relating to criminal, immoral or anti-social behaviour at or in the immediate vicinity of the tenant's accommodation where there is evidence that these were committed by the tenants, their resident family or invited visitors. This disclosure is empowered by the Crime and Disorder Act.
- 1.2. **A Housing Association will disclose:** Evidence, including complaints from neighbours or the public relating to criminal, immoral or anti-social behaviour at or in the immediate vicinity of the tenant's accommodation where there is evidence that these were committed by the tenants, their resident family or invited visitors. This disclosure is empowered by the Crime and Disorder Act.

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B DEFINITION OF TERMS

- 1.1. The term 'crime' for the purpose of this agreement is defined as 'any act, default or conduct prejudicial to the community, the commission of which by law renders the person responsible liable to punishment by a fine, imprisonment, or other penalty'.
- 1.2. The term 'anti-social behaviour' for the purpose of this agreement is defined as 'acting in a manner which causes or is likely to cause harassment, alarm or distress to one or more persons who are not of the same household'.
- 1.3. The term 'Local Authority/Authorities' refers to a Unitary, County, District or Borough Council. Town Councils are not covered by this term.
- 1.4. The term 'Social Landlord' refers to Registered Social Landlords and Local Housing Authorities, Housing Associations, Local Housing Companies, Charitable Housing Trusts and Housing Action Trusts.
- 1.5. The term 'Housing Provider' can relate to a Local Authority or a Social Landlord.
- 1.6. The term 'Nominated Officer' refers to the person nominated by the Local Authority or Social Landlord as responsible for the making and receiving of requests for, disclosure of and security of information subject to this agreement.
- 1.7. The term 'Police Disclosure Officer' refers to the officer responsible for the making and receiving of requests of disclosure and security of information subject to this agreement on behalf of Devon & Cornwall Police.
- 1.8. The term 'Personal Data' relates to information regarding a living individual who can be identified from the data. Relevant information of this kind may be shared under the terms of this Agreement.
- 1.9. The term 'Signatory/Signatories' refers to a Local Authority or Registered Social Landlord who has, by signing up to this Agreement, accepted the terms of the Agreement.
- 1.10. Separate agreements should not be negotiated with individual landlords, as they will be expected to comply with the same arrangements as have been agreed with the signatories to this Agreement.

C LEGAL POWERS TO SHARE INFORMATION

1. General Data Protection Regulation and Data Protection Act 2018 – Data Processing Conditions

Key to the sharing of information is the recognition that any partner must be able under the General Data Protection Regulation and Data Protection Act 2018 [GDPR/DPA2018] to process the 'special categories of personal information' that may be exchanged under this agreement. This requires, 'notification' to the Office of the Information Commissioner and the identification of conditions under GDPR 2018 Chapter 2, Articles 5, 6 and 9 and DPA 2018 Part 2, Chapter 2 to process this information.

GDPR Article 5, 1 – Principles relating to processing of personal data

Personal data shall be:

- a. processed lawfully, fairly and in a transparent manner in relation to the data subject;
- b. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- c. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- d. accurate and, where necessary, kept up to date;
- e. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;
- f. processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

GDPR Article 6, 1 – Lawfulness of processing

Processing shall be lawful only if and to the extent that at least one of the following applies:

- **6(1) (a) Consent:** the individual has given clear consent for you to process their personal data for a specific purpose.
- **6(1) (b) Contract:** the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.
- **6(1) (c) Legal obligation:** the processing is necessary for you to comply with the law (not including contractual obligations).
- **6(1) (d) Vital interests:** the processing is necessary to protect someone's life.
- **6(1) (e) Public task:** the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.

6(1) (f) Legitimate interests: the processing is necessary for your legitimate interests or the legitimate interests of a third party unless there is a good reason to protect the individual's personal data which overrides those legitimate interests. (Note: Legitimate Interest cannot apply where the Police are processing data to perform an official task).

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DPA 2018 Part 2, Chapter 2 Section 8 (c) – Lawfulness of processing is necessary in the exercise of a function conferred on a person by an enactment or rule of law.

GDPR Article 9, 2 – Processing of special categories of personal data are:

- a. the data subject has given explicit consent to the processing of those personal data for one or more specified purposes;
- b. processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law;
- c. processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;
- d. processing is carried out in the course of legitimate activities with appropriate safeguards;
- e. processing relates to personal data which are manifestly made public by the data subject;
- f. processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity;
- g. processing is necessary for reasons of substantial public interest.

Only after these processing powers are established can the specific powers for information sharing be considered.

2. **Housing Legislation**

2.1. **Housing Act 1985 and 1988 – Schedule 2 Ground 2 (secure tenancies) and Schedule 2 Ground 14 (assured tenancies)**

Possession can be sought from the County Court where the tenant or person residing in or visiting a dwelling house has:

- a. been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or
- b. been convicted of:
 - I. using the dwelling house or allowing it to be used for immoral or illegal purposes, or
 - II. an indictable offence committed in, or in the locality of, the dwelling house.

NOTE - This applies in respect of all public sector tenancies. Local Authority housing departments and Social Landlords may be provided with details of those convictions that apply if repossession of the property will result in the prevention and detection of crime.

2.2. **Anti Social Behaviour, Crime and Policing Act 2014**

- a. Inserts a Schedule 2A to the Housing Act 1985 – Absolute Ground For Possession For Anti Social Behaviour: Serious Offences.
- b. Part 5 makes amendments to the Housing Act 1985 and 1988 relating to the Recovery of Possession of Dwelling-Houses: Anti Social Behaviour Grounds.

2.3. **Housing Act 1988, Schedule 2 as amended by the Housing Act 1996.**

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Ground 17 allows possession where the landlord was induced to grant the tenancy by a false statement made by the tenant or tenants. Section 219 Housing Act 2004 extends the provisions of the Crime and Disorder Act 1998, Section 115 (below) at subsection (2)(da) to cover disclosures made by and to Registered Social Landlords in the applications for anti-social behaviour orders only. This power covers disclosure to people and authorities acting on behalf of any of the above named bodies. It is important to remember that this section provides a power to disclose, not a duty. Any disclosure must have due regard to the Common Law, in particular the duty of confidentiality and statutory restrictions on disclosure including the General Data Protection Regulation and Data Protection Act 2018.

- 2.4. **Section 219 Housing Act 2004** extends the provisions of the Crime and Disorder Act 1998, Section 115 (below) at subsection (2)(da) to cover disclosures made by and to Registered Social Landlords in the applications for anti-social behaviour orders only. This power covers disclosure to people and authorities acting on behalf of any of the above named bodies. It is important to remember that this section provides a power to disclose, not a duty. Any disclosure must have due regard to the Common Law, in particular the duty of confidentiality and statutory restrictions on disclosure including the General Data Protection Regulation and Data Protection Act 2018.
3. **Police Reform Act 2002** This Act updated the Crime and Disorder Act 1998 to permit local authorities and Registered Social Landlords to apply for Anti-Social Behaviour Orders and is now supported by the powers granted under Section 219 Housing Act 2004 (above).
4. **Homelessness Act 2002.** The Housing Act 1996, as amended by the Homelessness Act 2002, imposes a duty on a Local Housing Authority to investigate whether an applicant for assistance under Part VII Housing Act has become homeless intentionally. The Local Housing Authority, if it decides that an applicant has become intentionally homeless, is not under a duty to allocate housing.
 - 4.1. Section 160A of the Homelessness Act 2002 provides that Local Housing Authorities may only allocate housing, whether under a duty pursuant to their homelessness obligations or for new applicants, if the housing provider is satisfied that the applicant, or a member of the household, has not been guilty of behaviour that would make him/her unsuitable to be a tenant of the authority by reason of that behaviour. The cited unacceptable behaviour must be serious to the extent that, had the individual been a secure tenant of a Local Housing Authority, eviction proceeding would have been instigated.
 - 4.2. Devon & Cornwall Police can only provide information for previous addresses in the Force area. Any requests for disclosure made by the Local Housing Authorities under this legislation will only be considered where that data subject's informed consent has been provided and where this information is not available from previous landlords. Form HISA 3 (Appendix 6) has been included as a model for the submission of request for disclosure with the data subject's informed consent. This request for disclosure from police records must only be used where all other channels on enquiry have failed to provide information. Consent must comply with current data protection legislation for freely given, specific, informed and unambiguous indication of the data subject's wishes by a clear affirmative action.
5. **Legislation aimed at controlling Crime and Anti-Social Behaviour**

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- 5.1. **Crime & Disorder Act 1998** – Section 17 imposes a duty on each Local Authority to exercise its various functions with due regard to the likely effect on the prevention of crime and disorder.
- 5.2. The Crime & Disorder Act 1998 places a statutory duty on both Local Authorities and the Police to enter into partnership arrangements. It is recognised that, in pursuance of joint objectives to prevent and detect crime and anti-social behaviour, information held by both organisations will need to be exchanged and utilised in proceedings.
- 5.3. Section 115 of the Act provides that any person or organisation can lawfully disclose information for the purposes of the Act to a relevant authority or a person acting on behalf of such authority. the Police, Police Crime Commissioner (local policing body), Local Authorities, the National Probation Service, Providers of probation services under the Offender Management Act 2007, the Primary Care Trusts or the Health Service Commissioning Board, Clinical Commissioning Group (CCG), even if they do not otherwise have this power.
- 5.4. It should be noted that the Crime & Disorder Act was amended under the Housing Act 2004 (see above) to allow disclosure under this power to organisations registered under the Housing Act 1996 as Social Landlords. However the provision of information to Social Landlords only relates to applications for anti-social behaviour orders under Section 1 of the Crime & Disorder Act. This power was enacted on January 18th 2005.
- 5.5. Authorised Professional Practice on the Management of Police Information issued by the College of Policing (“APP”) and the Code of Practice for Management of Police Information. This sets out principles governing the management of police information, including procedures governing authorised sharing of information obtained and recorded for policing purposes within the police service and with other agencies.
- 5.6. Policing purposes are defined within the code as:
 - a. protecting life and property;
 - b. preserving order;
 - c. preventing the commission of offences;
 - d. bringing offenders to justice;
 - e. any duty or responsibility of the police arising from common or statute law.
- 5.7. The code allows the police to disclose police information to other persons or bodies, where this is reasonable and lawful to do, for the policing purposes as set out above.
6. **Data Protection Act 2018 Schedule 2, Part 1, Para 2(1)**
 This maintains that the provisions of GDPR Article 34(1) and (4) do not apply to personal data processed for the following purposes:
 - a. the prevention or detection of crime;
 - b. the apprehension or prosecution of offenders;
 - c. the assessment or collection of a tax or duty or an imposition of a similar nature.
 The Police National Computer (PNC) and operational force computers are registered for use for ‘policing’ purposes. The purposes are defined as:
 - a. the prevention and detection of crime;

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- b. apprehension and prosecution of offenders;
- c. protection of life and property;
- d. maintenance of law and order;
- e. vetting and licensing;
- f. public safety;
- g. rendering assistance to the public in accordance with force policies and procedures.

7. **The Protection from Harassment Act 1997**

- 7.1. This Act creates an offence of Criminal Harassment and states that a person must not pursue a course of conduct that:
- a. amounts to harassment of another;
 - b. he/she knows or ought to know amounts to harassment of the other.
- 7.2. The Act provides a power of arrest enabling a constable to arrest without warrant anyone reasonably suspected of having committed the offence. In addition, following conviction a Magistrate's Court can make a Restraining Order, which if breached carries a penalty of up to five years imprisonment. Restraining Orders of this type could be used to prohibit an offender from entering an estate or from shouting insults etcetera. A course of conduct is defined as conduct on at least two occasions. The introduction of Section 44 of the Criminal Justice & Police Act 2001 has enhanced this Act to encompass 'collective harassment', where several acts of harassment which satisfy the 'course of conduct' requirement can be carried out by known associates. Harassment includes causing alarm and distress. Actions under this Act can be taken against persons under eighteen years of age to whom civil injunctions do not apply.

8. **Common Law Power of Disclosure**

- 8.1. The Police have a common law duty to prevent and detect crime, and a corresponding power to disclose information where necessary for the prevention or detection of crime. In exercising this power they must act fairly, having regard to the circumstances of the case and bearing in mind that such disclosure is an exemption to the general principle of confidentiality. They must also have regard to the statutory restrictions on disclosure, in particular data protection legislation.

9. **Legislation linked to the provision of information for use in Civil Proceedings**

- 9.1. **Data Protection Act 2018, Schedule 2, Part 1, 5, (3)(a)(b)(c)** provides a power for the disclosure of personal data where GDPR provisions do not apply where disclosure:
- a. is necessary for the purpose of, or in connection with, legal proceedings (including prospective legal proceedings);
 - b. is necessary for the purpose of obtaining legal advice;
 - c. is otherwise necessary for the purposes of establishing, exercising or defending legal rights.

This section is seen to empower the disclosures made between the police and housing officers at the problem solving stage to where there is a real likelihood of legal proceedings. It provides for the exchange of relevant information that is necessary to determine the appropriate action to be taken.

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- 9.2. **The Civil Evidence Act 1995** provides that in civil proceedings evidence shall not be excluded on the grounds that it is hearsay. There is a requirement to give notice to the other party of an intention to introduce hearsay evidence in proceedings. Although first-hand multiple hearsay is admissible, this evidence will carry less weight. This legislation is of particular use to housing officers who wish to take action on behalf of tenants who are unwilling or too frightened to attend court.
10. **Other Legislation impacting on disclosures under this agreement**
- 10.1. **Human Rights Act 1998.** Article 8 of the European Convention on Human Rights (ECHR), which is incorporated into domestic law by the Human Rights Act, states that everyone has the right to respect for his/her private and family life, home and his/her correspondence, and that there shall be no interference with this right except as in accordance with the law and where such interference is necessary in a democratic society in the interests of:
- a. national security;
 - b. public safety;
 - c. the economic well being of the country;
 - d. the prevention of crime and disorder;
 - e. the protection of health or morals;
 - f. the protection of the rights of freedoms of others.
- 10.2. Similarly the constituent signatories may make disclosure under common law. Disclosures to and by Social Landlords will be deemed permissible where made with a view of seeking a CBO under the Crime & Disorder Act. It will also allow for a situation where a Social Landlord wishes to make a disclosure to a Local Authority or the Police for a purpose of that Authority furthering their statutory duty under Section 17. This requires the Authority to 'Exercise its various functions with due regard to the likely effect of those functions and the need to do all that it reasonably can to prevent crime and disorder in its area'.

D FORM HISA 1

REQUEST FOR DISCLOSURE FROM DEVON & CORNWALL POLICE

This text must be inserted into a letter on headed letter paper from the requesting partner organisation. **Photocopies extracted from the agreement will not be accepted.**

Formal Police disclosure will only be considered once the problem solving stage has been completed.

To: Devon & Cornwall Police
Alliance Disclosure Team
Devonport Police Station
Fore Street
PLYMOUTH
PL1 4DW

Re:	
On behalf of:	

I am writing to advise that the organisation is considering civil proceedings against the above.

Nature of action:	
Date tenancy commenced:	

I can confirm the following actions have been taken;

Previous work has been undertaken with the Neighbourhood Beat Team.	Confirm Y/N	Name of NBT Officer:
A joint visit(s) has been conducted by housing officers and local police officers ,or justification why a joint visit would not be appropriate.	Date of visits:	Comment:
Tenants have been warned about the consequences of continued criminal and anti-social behaviour.	Confirm Y/N	Comment

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To assist with any proceedings we would be grateful if you could provide the following information:

The information requested by this organisation is required for any future Court proceedings. I consider that the purposes of the Act might be prejudiced without such information because:

I am writing to advise that civil proceedings are underway and police disclosure is required before:	Insert Date
the next court date is	Insert Date
at	Insert Court Name

We would confirm that any information provided to the organisation will only be used within agreed agreements on the exchange of information.

Signed: (Nominated Officer)	
Name:	
Date:	

[Delete as required] A map of the area to be considered in this request is attached.

E FORM CD1

OFFICIAL (personal when complete) – REQUEST FOR DISCLOSURE OF PERSONAL DATA FORM

This text must be inserted into a letter on headed letter paper from the requesting partner organisation. **Photocopies extracted from the agreement will not be accepted.**

Headed paper of requesting Signatory (with name, address and contact information).			
<p>CONFIDENTIAL</p> <p>Crime and Disorder Act 1998</p> <p><i>Devon and Cornwall Partnership Agreement for Crime and Disorder</i></p> <p>General Data Protection Regulation and Data Protection Act 2018</p> <p>Request For Personal Data</p>			
I am making specific enquiries into matters covered by the Crime and Disorder Act 1998 under Section 17 and require personal information about:			
Our Reference:			
Surname:	All forenames:		
All previous surnames(if applicable):	Place of Birth (if known):		
Also Known As/Alias:			
Sex: M/F/Other			
Date of Birth:			
Present Address: (with postcode)			
Previous Address: (with postcode)			
NB – Previous work has been undertaken with of the Neighbourhood Policing Team based at [Delete as required] A map of the area to be considered in this request is attached.			
The information I require is:			
I confirm that the personal data requested is required for the purpose indicated below and failure to provide the information will, in my view, be likely to directly prejudice that purpose.			
Signed:		Date	
Name (Capitals)		Rank/Job Title	
Purpose(s) For Which Information Is Required.			

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Provision of this information will have the assumed effect of success in the pursuance of:	Tick
Stand alone Anti-Social Behaviour Order(s) Criminal Behaviour Order or Civil Injunction under the Anti-Social Behaviour Crime and Policing Act 2014	
Sex Offender Order(s)	
Parenting Order(s)	
Child Safety Order(s)	
Reparation Orders	
Action Plan Orders	
Other Orders (please specify):	
Or Any Other Activity (please specify):	
<p>Failure to provide the information could jeopardise the following Crime reduction objective:</p> <p>(a) crime prevention;</p> <p>(b) crime detection;</p> <p>(c) apprehension of offenders;</p> <p>(d) prosecution of offenders;</p> <p>(e) assessment of collection of any tax or duty;</p> <p>Because:</p>	

F FORM HISA 3

[Name of Local Housing Authority]

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To: Police Disclosure Officer – Information Exchanges
 Devon & Cornwall Police
 Alliance Disclosure Team
 Devonport Police Station
 Fore Street
 PLYMOUTH PL1 4DW

Consent for request for the provision of data held other agencies records. This text must be inserted into a letter on headed letter paper from the requesting partner organisation. **Photocopies extracted from the agreement will not be accepted.**

As a result of my application for accommodation under the provisions of the Homelessness Act 2002, the requirements of the Local Housing Authority to access data held on other agencies records have been explained to me.

I wish to take support and benefit from the provision of the Act and I have been made aware this can be achieved with my consent for information, personal to me, to be requested from the following agencies where such disclosure is relevant to the consideration of my application.

Agency	Reason	Material Requested	Approval Please tick
Devon/Cornwall County Council Social Services	Co-operation in certain cases involving children		
Devon & Cornwall Police	Proof of homelessness due to risk of violence	Disclosure of Police incident logs and crime reports.	
Devon & Cornwall Police	History of previous unacceptable behaviour Disclosure has already been requested by the Housing Provider from previous landlords: Y/N		

I do not wish information to be sought from any agency that I have deleted and initialled from the above list.

I, hereby freely give, specific, informed and indication of my consent as clear affirmative action for information relating to to be provided to the above organisations, where such a disclosure will contribute to the consideration of my application. I understand that any information provided will only be used for this purpose and will not be retained within any subsequent records without my consent. I understand I can withdraw my consent at any time by contacting the provider who I am seeking housing from.

I have been made aware that where a statutory duty exists certain information may disclosed without my consent. This agreement complies with the requirement for consent to be given under GDPR 2018 Chapter 2, Article 9, 2 (a)

Signed Full Name Date

G FORM HISA 4

REQUEST FOR EXCHANGE OF INFORMATION AGREED USE OF INFORMATION EXCHANGED

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This text must be inserted into a letter on Devon & Cornwall Police headed letter paper.
Photocopies extracted from the agreement will not be accepted

To:

From: Police Disclosure Officer – Information Exchanges
Devon & Cornwall Police
Alliance Disclosure Team
Devonport Police Station
Fore Street
PLYMOUTH
PL1 4DW

The enclosed information is provided to assist you with your investigations regarding your proposed actions against the tenant(s) of:

This information is provided on the understanding that it will be stored securely and used for no other than the specific purpose for which it was requested, and that it will be retained for the minimum period required to achieve the objectives, whereupon it will be immediately and securely disposed of as confidential waste.

Should you or your solicitor decide that they need clarification, please put your request in writing, identifying specific incidents in which you are interested.

Information:

Signed (Police Disclosure Officer)	
Name	
Date	

H FORM CD2
RESTRICTED – DISCLOSURE OF PERSONAL DATA FORM

Headed paper of requesting Signatory – with name, address and contact information. This text must be inserted into a letter on headed letter paper from the requesting partner organisation. **Photocopies extracted from the agreement will not be accepted.**

CONFIDENTIAL
Crime and Disorder Act 1998
Devon and Cornwall Partnership Agreement for Crime and Disorder
General Data Protection Regulation and Data Protection Act 2018
Disclosure of Personal Data

To:	Your Reference:
------------	------------------------

Further to your written request, dated, the information you have requested about:

(Full Name)

Address:

is as follows:

Signed		Date	
Name			

You are reminded that this information is supplied on the following basis:

1. the data must only be used for the specific purpose(s) for which it was requested;
2. the data must be retained securely and in accordance with the standards included in the agreement.
3. You will destroy the data when it ceases to be required for the specific purpose for which it was requested.

I LIST OF 'NOMINATED' OFFICERS WITHIN LOCAL AUTHORITIES AND REGISTERED SOCIAL LANDLORDS (RSLs)

A list of Nominated Officers is kept and maintained within a separate document.

Partner organisations are required to keep their Nominated Officer and all other details up-to-date with Devon and Cornwall Police via

InfosharingAlliance@devonandcornwall.pnn.police.uk. A complete contact list is circulated to the Nominated Officers once all partner organisations have signed-up to this document.

J INDEMNITY

1. By signing up to this agreement, each partner shall be fully indemnified by the other partners in accordance with the following:
2. The parties hereto are working in partnership in exercising in their functions and their responsibility for the protection of the public.
3. This Agreement provides guidance on the exchange and use of personal information.
4. Further, the parties have agreed to indemnify one another in the manner described below, in circumstances where a person who is the subject of information exchanged between any of the parties in accordance with the Agreement, suffers loss as a result of the misuse or inaccuracy of the information and brings an action claim or demand as a consequence thereof.
5. In respect of the indemnity the parties have agreed as follows:-

Provision of Information

- (a) In consideration of the provision of information in accordance with this Agreement, the parties hereby undertake to indemnify and keep indemnified each other against all loss, damages or liability (whether criminal or civil) costs, charges and expenses, including legal fees and costs at any time incurred or suffered by a party to this Agreement arising on or out of the misuse of information provided in accordance with the Agreement. Such indemnity may only be invoked in the circumstances set out in sub-clauses (b) to (c) below.
- (b) The party seeking the indemnity may only seek to enforce it against the party that supplied or misused the information in accordance with this Agreement.
- (c) The party claiming the benefit of the indemnity has notified the party against whom it intends to invoke the indemnity within 14 days of any third party action claim or demand ('the claim'), and thereafter the parties shall consult as to how the party against whom the claim has been made ('the defendant') should proceed in respect of such claim.
- (d) In the absence of contrary agreement between the parties, the defendant shall resist the claim as far as final judgement. In the event of any claim being paid or compromised, or in the event of final judgement being given against the defendant, the party against whom the indemnity is being invoked will, within 14 days of being so notified by the defendant, reimburse the defendant with the full amount of such payment or final judgement payment to cover those costs and expenses identified in clause (a) above. Provided always that where any claim is paid or compromised, the party against whom the indemnity is being invoked shall have the right to be consulted as to the extent of any payment.
- (e) The party seeking to invoke the indemnity may not do so if it has made or makes any admission which may be prejudicial to the defence of the action claim or demand.

By signing this agreement, the partners accept the terms of the Indemnity and agree to maintain the standards outlined in this document. In addition, the partners will not use, release or otherwise disclose any data whatsoever:

- a) for any other secondary use not specified under this Agreement or by regulations made there under; and/or

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b) to any organisation which is not a signatory to this Agreement.

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