

Licensing Act 2003

Devon and Cornwall Partnership Protocol for Information Exchange

WORKING Version 1.0: SEPTEMBER 2004

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Licensing Act 2003

DEVON AND CORNWALL PARTNERSHIP PROTOCOL

I. PARTIES/SIGNATORIES

1.1 The Signatories to this Protocol are:

LICENSING AUTHORITIES

- 1.1.1 Caradon District Council
 - 1.1.2 Carrick District Council
 - 1.1.3 Council of the Isles of Scilly
 - 1.1.4 East Devon District Council
 - 1.1.5 Exeter City Council
 - 1.1.6 Kerrier District Council
 - 1.1.7 Mid-Devon District Council
 - 1.1.8 North Cornwall District Council
 - 1.1.9 North Devon District Council
 - 1.1.10 Penwith District Council
 - 1.1.11 Plymouth City Council
 - 1.1.12 Restormel Borough Council
 - 1.1.13 South Hams District Council
 - 1.1.14 Teignbridge District Council
 - 1.1.15 Torbay Council
 - 1.1.16 Torridge District Council
 - 1.1.17 West Devon Borough Council
- ##### **ASSOCIATED AUTHORITIES**
- 1.1.18 Devon and Cornwall Constabulary
 - 1.1.19 Devon Fire & Rescue Service
 - 1.1.20 Cornwall County Council – Cornwall Fire Brigade

1.2 Nominated Persons who are to be the point(s) of contact for information exchange in respect of each of the Signatories for the purposes of this Protocol are identified in Appendix Two.

2. Purpose

2.1 The purpose of this Protocol is to facilitate the exchange of information (including Personal Data) between the Signatories in furtherance of the compliance of relevant Signatories with the statutory duty imposed on them by section 185 of the Licensing Act 2003. To exercise their functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that they reasonably can, to ensure that local people and visitors to Devon and Cornwall will have a better opportunity to enjoy their leisure time safely without fear of violence, intimidation or disorder while on, or arriving at or leaving licensed premises.

2.2 This Protocol shall provide the framework for the exchange of information described in clause 2.1. The Signatories agree that further information sharing protocols, ancillary to this Protocol, may, where appropriate, be entered into by the Signatories to cover such information exchange in relation to specific areas of work.

3 Definitions and Interpretation

- 3.1 All defined terms used throughout this Protocol are described in the Glossary contained at Part I of Appendix One to this Protocol.
- 3.2 This Protocol shall be interpreted in accordance with all and any rules of interpretation set out in Part II of Appendix One.

4 Core Objectives and Standards

- 4.1 The Signatories confirm their agreement to the core objectives and standards set out in clause 4.3 and the Signatories agree that all amendments to the Protocol agreed by the Signatories from time to time pursuant to clause 22 shall subscribe to the same.
- 4.2 The Signatories agree that all amendments in accordance with clause 22 or Ancillary Protocols shall comply with the core objectives and standards set out in clause 4.3.
- 4.3 The core licensing objectives and standards referred to in clauses 4.1 and 4.2 are:
- (a) the prevention of crime and disorder
 - (b) public safety;
 - (c) the prevention of public nuisance; and
 - (d) the protection of children from harm.
- 4.3.1 the protocol must provide safeguards and an appropriate framework for the controlled and timely exchange of accurate Personal Data relating to the relevant Data Subjects;
- 4.3.2 the protocol must set out the legal basis for the exchange of the information covered by the protocol;
- 4.3.3 in respect of all exchanges of information the DPA 1998 and, in particular, the Data Protection Principles set out in Schedule 1 of the DPA 1998 should be upheld;
- 4.3.4 the common law principles of confidentiality should be upheld;
- 4.3.5 the rights of the Data Subjects and other individuals under The Human Right Act 1998 should be upheld;
- 4.3.6 the protocol should be reviewed on a regular basis and in the light of new legislation and/or official guidance; and
- 4.3.7 any signatory to the protocol may request any change to the protocol at any time and all such requests shall be considered by all of the signatories.

5 Law Governing and Enabling the Exchange of Personal Data Under this Protocol

Legal Power to Make Disclosures to Third Parties [Penwith]

- 5.1 The Signatories recognise that they may each only make disclosures to *third parties* insofar as they are legally empowered to do so. In particular, in each case one or more of the conditions set out in Schedule 2 of the DPA 1998 (and in respect of Sensitive Personal Data, one of the conditions set out in Schedule 3 of the DPA 1998 also) must be met.

Licensing Act 2003.

- 5.2 Section 185 of the Licensing Act 2003 provides the power to exchange of information required in relation to the instituting of proceedings under the Act.

Data Protection Act 1998

- 5.3 The Signatories acknowledge that they are legally empowered to make disclosures *to third parties* by any of the following sections of the DPA 1998 Provided that the conditions of those sections are met:
- 5.3.1 section 29 (for the prevention or detection of crime, the apprehension or prosecution of offenders, and taxation purposes);
 - 5.3.2 section 34 (where information is to be made available to the public by or under enactment);
 - 5.3.3 section 35 (where the disclosure is required by law or by the order of a court or is made in connection with legal proceedings, for the purpose of obtaining legal advice, and establishing, exercising or defending legal rights);
 - 5.3.4 section 28 (for the purpose of safeguarding national security);
 - 5.3.5 section 38 (by order of the Secretary of State).

This list is not intended to be exhaustive. Explanations of the content of the sections shown in brackets are not intended to be full descriptions of the content of the sections and should not be relied on. Signatories shall each be responsible for taking appropriate advice on the application of any such sections in the event that they intend to rely on the same when making a Disclosure.

Crime and Disorder Act 1998 section 115

- 5.4 Where certain conditions are satisfied, section 115 of the Crime and Disorder Act 1998 enables any person to disclose information (including Personal Data) where that disclosure is necessary or expedient for the purposes of any provision of the Crime and Disorder Act 1998 to a Relevant Authority or to a person acting on behalf of such a Relevant Authority.
- 5.5 The Signatories acknowledge that section 115 of the Crime and Disorder Act 1998 will enable them to make disclosures to those Signatories which are Relevant Authorities, or who are acting as authorised agents of the Relevant Authorities in respect of the relevant Disclosure, but that section 115 of that Act does not in itself place a Signatory under a statutory duty to make a Disclosure to a Relevant Authority or their agent.

Consent

- 5.6 Disclosures may be made if the consent of the Data Subject has been obtained or the Disclosure is made at the request of the Data Subject.

Data Protection Act 1998, Human Rights Act 1998, Common Law Duty of Confidence

- 5.7 The Signatories acknowledge that the legal powers to exchange information described in clauses 5.1 to 5.5 inclusive above do not override other legal obligations on the Signatories in respect of the disclosure and exchange of Personal Data and, more particularly, those set out in and/or ascribed to:
- 5.7.1 The Data Protection Act 1998;
 - 5.7.2 The Human Rights Act 1998; and
 - 5.7.3 the common law duty of confidence.
- 5.8 The Signatories shall each take into account and comply with the requirements of the legal obligations on each of them described in clause 5.6.
- 5.9 In the case of Personal Data held under a duty of confidence a Disclosure may be made in respect of that Personal Data if there is a compelling reason of overriding public interest or another overriding statutory justification which permits the Disclosure.

- 5.10 For the purposes of clause 5.8, the Signatories understand the public interest criteria to include (but not be limited to):
 - 5.10.1 the administration of justice;
 - 5.10.2 maintaining public safety;
 - 5.10.3 the apprehension of offenders;
 - 5.10.4 the prevention of Crime and Disorder;
 - 5.10.5 the detection of Crime; and
 - 5.10.6 the protection of vulnerable members of the community.
- 5.11 The Signatories agree to consider the following points when deciding if the public interest criteria should override any duty of confidentiality:
 - 5.11.1 Is the intended Disclosure proportionate to the intended aim?
 - 5.11.2 What is the vulnerability of those who are at risk?
 - 5.11.3 What is the impact of the Disclosure likely to be on the Offender?
 - 5.12 Is there another equally effective means of achieving the same aim?
 - 5.13 Is the Disclosure necessary to prevent or detect Crime and uphold the rights and freedoms of the public?
 - 5.14 Is it necessary to disclose the information, to protect other vulnerable people?
- 5.15 The Signatories recognise that Article 8 of the Human Rights Act 1998 states that everyone has the right to respect for his private and family life, home and his correspondence and that there shall be no interference by a public authority with this right except as in accordance with the law and is necessary in a democratic society in the interests of:
 - 5.15.1 national security;
 - 5.15.2 public safety;
 - 5.15.3 economic well being of the country;
 - 5.15.4 the prevention of crime and disorder;
 - 5.15.5 the protection of health and morals; or
 - 5.15.6 the protection of the rights or freedoms of others

and shall apply the same when considering and/or making any Disclosures.

- 5.16 The Signatories will comply with all relevant guidance issued by the Home Office and other Government Departments pursuant to or in respect of the Acts or laws referred to in this clause 5 from time to time Provided that, in the event of any conflict between such guidance and the relevant Act(s) or laws then the Act(s) or laws (as may be appropriate) will prevail.

6 Scope and Requests for the Disclosure of De-personalised Information

- 6.1 This Protocol is primarily concerned with the exchange of Personal Data between the Signatories.
- 6.2 The Signatories agree that Disclosures of Personal Data shall not be made under this Protocol where a disclosure of De-personalised Data would, instead, suffice. For example, De-personalised Data consisting of aggregated data or statistical data may instead be disclosed.
- 6.3 In the event that a Signatory requests that another Signatory discloses De-personalised Data to it, the Signatory receiving the request shall make the disclosure requested subject to the following conditions:
 - 6.3.1 the De-personalised Data shall only be used for the purpose for which it is requested and that that purpose shall accord with the Purpose;

6.3.2 the De-personalised Data shall not be Processed in such a way that information about a living individual may be extracted from the De-personalised Data.

7. Legality of Disclosures

7.1 Each of the Signatories acknowledges that it alone is responsible for ensuring and satisfying itself that it is permitted by law to disclose Personal Data to another Signatory in accordance with this Protocol.

7.2 Each of the Signatories acknowledges that it alone is responsible for ensuring and satisfying itself that it is permitted by law to receive all and any Disclosures of Personal Data from another Signatory in accordance with this Protocol.

7.3 For the avoidance of doubt, acceptance of Personal Data by a Signatory from another Signatory shall not be taken to be confirmation of the legality of the Disclosure.

8. Procedures for Disclosing Data

Procedures in Appendix Three

8.1 The Signatories shall follow the procedures set out in Appendix Three when requesting and making Disclosures and shall be mindful of the restrictions on Disclosures detailed in Appendix Six.

Compliance with law, this Protocol and internal policies

8.2 Each Signatory shall be responsible for ensuring that it complies with all relevant legislation and laws, this Protocol, its own internal procedures and policies, and the relevant policies of any professional and/or regulatory bodies which govern the work of the Signatory when making or receiving a Disclosure. To this end, each Signatory shall obtain its own legal advice where necessary.

Minimum Disclosure Necessary

8.3 The Signatories agree that they will adhere to the principle that any Disclosure requested or made should be restricted to the minimum amount of Personal Data necessary to achieve the purpose of the Disclosure and, where appropriate, be as generalised as possible. This will be determined on a case by case basis.

Proportionality

8.4 The Signatories agree that if a Disclosure will in some way restrict the rights of the relevant Data Subject the relevant Signatory or Signatories (as may be appropriate) will consider the rule of proportionality. This is to ensure that a fair balance is achieved between the protection of the Data Subject's rights and the general interests of society.

Disclosable Personal Data

8.4 Each of the Signatories shall issue guidance to the other Signatories through the Nominated Holder on what types of records containing Personal Data may potentially be the subject of a Disclosure request under this Protocol if they feel that this would be helpful to the other Signatories.

9. Nominated Officers

- 9.1 For the purposes of maintaining the security of Personal Data, each of the Signatories shall nominate a member (or members) of their staff who shall act as a Nominated Officer (or Nominated Officers) who shall be the point(s) of contact for that Signatory for the purposes of matters concerning this Protocol and shall be the person responsible for ensuring that their Signatory is complying with the Protocol. The Nominated Officers nominated at the date hereof are identified in Appendix Two.
- 9.2 The relevant Nominated Officer shall be the only point of contact for each Signatory for (without limitation):
- 9.2.1 any other Signatory requesting a Disclosure or other request for relevant information from it; and
- 9.2.2 to whom Disclosures should be made.
- 9.3 Any change in a Nominated Officer will be notified to the Nominated Holder, in writing, by the relevant Signatory. The Nominated Holder shall then inform all other Signatories of the change made.

10. Registration/Notification under the DPA 1998

- 10.1 Each Signatory will ensure that it is appropriately registered under the DPA 1998 at all times to receive, disclose and otherwise Process Personal Data in accordance with the provisions of this Protocol.

11. Compliance with the DPA 1998

- 11.1 Each of the Signatories shall ensure that it complies with the DPA 1998 at all times in respect of its Processing of Personal Data which is the subject of this Protocol.
- 11.2 Without prejudice to clause 11.1, each Signatory shall ensure that it complies with the First Data Protection Principle, set out in Schedule 1 of the DPA 1998, when obtaining and otherwise processing Personal Data which is the subject of this Protocol unless for any reason stated in the DPA 1998 or other relevant legislation such compliance is not required or only partial compliance is required.

12. Accuracy of Data

- 12.1 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 Protocol, this being a statutory duty set out in Schedule One of the DPA 1998.
- 12.2 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 notice of the Signatory making the Disclosure, in writing, who 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.
- 12.3 In order to meet the obligations under clause 12.2, Signatories are expected to record Disclosures made.

13. Data Standards

- 13.1 The Signatories acknowledge that the national standard for making data (including Personal Data) “fit for use” is industry standard BS7666. The Signatories recognise the benefits which might be brought to the Disclosure process and other information sharing carried out under this Protocol by the Processing of data which they hold in accordance with this standard BS7666. To this end the Signatories will endeavour to adopt this standard in respect of such Processing to the extent that this accords with their respective internal policies and procedures in this regard.

14. Use of Personal Data and Confidentiality

Process in accordance with Purpose

- 14.1 The Signatories shall only use and otherwise Process any Personal Data received by means of a Disclosure in accordance with the Purpose of this Agreement and any specific purpose identified on a Request for Disclosure Form submitted in accordance with the Procedures set out in Appendix Three.

Confidentiality

- 14.2 Each Signatory shall at all times keep confidential all Personal Data supplied pursuant to this Protocol, except for its use in any subsequent proceeding.

Publication of Personal Data

- 14.3 Signatories may, except for its use in any subsequent proceeding, only publish Personal Data disclosed to them by another Signatory pursuant to this Protocol if such Personal Data is anonymised and presented in such a way that it is De-personalised Data.

Disclosure of Personal Data to Another Signatory

- 14.4 For the avoidance of doubt, a Signatory which received Personal Data through a Disclosure made by another Signatory shall not Disclose such Personal Data to a different Signatory without the consent of the Signatory which made the original Disclosure unless otherwise required by law.

- 14.5 This clause 14 shall survive termination of the Protocol or the withdrawal of or removal of any Signatory.

15. Security

- 15.1 Each Signatory will take all reasonable steps to adequately protect the Personal Data received by it from another Signatory from both a technological and physical point of view from unauthorised or unlawful Processing of the Personal Data and accidental loss or destruction of, or damage to, the Personal Data.

- 15.2 The Devon and Cornwall Constabulary will grade the Personal Data provided to them, to restrict access, where this is applicable.

- 15.3 Without prejudice to clause 15.1, each Signatory shall ensure that access to Personal Data and other information obtained from another Signatory pursuant to and/or in accordance with this Protocol by individuals employed or otherwise engaged by that Signatory shall be restricted to those individuals who require such access for processing Personal Data in accordance with clause 14.

- 15.4 The Signatories recognise the merit of maintaining a full audit record of all Disclosures made to them.

- 15.5 The Signatories acknowledge that the national standard for making data (including Personal Data) secure is industry standard ISO 17799. The Signatories will endeavour to adopt this

standard in respect of all Processing of Personal Data, De-Personalised Data and other data which they carry out as a result of this Protocol insofar as this accords with their respective internal policies and procedures in this regard.

- 15.6 The provisions of this clause 15 will survive termination of the Protocol or the withdrawal of or removal of any Signatory.

16. Agents, Contractors and Service Partners

16.1 Whereas the Data Protection Act 1998 permits the sharing of Personal Data between Signatories to the Protocol it is recognised that the Signatories may wish and/or need to engage a third party Data Processor to Process all and/or any Personal Data received through a Disclosure. When making a release of such Personal Data to a third party Data Processor the relevant Signatory shall:

- 16.1.1 ensure that an appropriate written contract is put in place between the Signatory and the Data Processor which makes provision for and controls the Processing to be carried out by the Data Processor and which provides that the Data Processor is act only on the instructions of the relevant Signatory;
- 16.1.2 obtain from the Data Processor sufficient guarantees in respect of the technical and organisational security measures governing the Processing to be carried out;
- 16.1.3 ensure that it retains and/or obtains sufficient access rights to enable it to confirm that such guarantees are being complied with, to respond to any complaints and breaches made in respect of any Processing and to satisfy Subject Access Requests;
- 16.1.4 take reasonable steps to ensure that the Data Processor complies with any such guarantees;
- 16.1.5 take measures to ensure that the Data Processor does not transfer the Personal Data to a third party; and
- 16.1.6 inform any other Signatory from whom it obtained any of the relevant Personal Data that the Processing is to be carried out by the Data Processor.

17. Retention and Disposal of Personal Data

- 17.1 The Signatories acknowledge that Schedule One of the DPA 1998 provides that excessive Personal Data must not be retained.
- 17.2 The Signatories agree that they must destroy Personal Data provided to them under this Protocol as soon as it is no longer required for the original purpose for which it was supplied or collected.
- 17.3 In order to meet their obligations under clause 17.1, all Signatories are expected to introduce a procedure and nominate a person to conduct reviews of Personal Data received through a Disclosure on a regular basis and at least every six (6) months.

18. Subject Access Requests and Other Rights of Data Subjects

- 18.1 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 Data Controllers pursuant to section 7 of the DPA 1998. The Signatories recognise that they may not need to disclose information held by them if the same falls within the provision of the DPA 1998 which permits the withholding of Personal Data or refusal of a Subject Access Request in certain circumstances.

- 18.2 In the event of a Signatory receives a Subject Access Request which relates in whole or in part to Personal Data received from other Signatories through a Disclosure the Signatory in receipt of the Subject Access Request shall also apply (in addition to its own procedures) the Subject Access Request Procedure set out in Appendix Seven.
- 18.3 The Signatories shall each comply with their own internal procedures when dealing with notices received from Data Subjects which are made under the Data Protection Act 1998 in respect of Personal Data held by them. Where the notice relates in whole or in part to Personal Data received from other Signatories through a Disclosure the Signatory in receipt of the notice shall, where reasonably appropriate, consult with the Signatories who made the Disclosures.
- 18.4 The Signatories shall each comply with the provisions of the DPA 1998 when handling Subject Access Requests and any other notices received from Data Subjects which are made under the Data Protection Act 1998.
- 18.5 The Signatories recognise that the Data Protection Act 1998 does not cover data relating to deceased persons and that, accordingly, requests received from third parties for access to data relating to deceased persons will not be treated in the same manner as Subject Access Requests. The Signatories recognise that access to such data is covered by the Access to Health Records Act 1990 (as amended) and the common law of confidentiality. The Signatories agree that request for access to such data will be dealt with in accordance with their own respective internal procedures with consultation with other Signatories where reasonably appropriate in the event that any of the data concerned originated from such other Signatories by means of a Disclosure.

19 Complaints

- 19.1 Any and all complaints made in respect of Disclosures or other matters relating to this Protocol or addressed in this Protocol will be brought to the attention of the Nominated Officer of the relevant Signatories by the Signatory receiving the complaint, and they will be dealt with in accordance with the relevant internal policies and procedures of the relevant Signatories.
- 19.2 Signatories will keep each other informed of developments following a complaint received, where relevant.

20. Compliance and Good Practice

- 20.1 Any further guidance or codes of practice should be reviewed annually and distributed via the Nominated Holder for consideration and possible attachment to this Protocol.

21. Regular Review Of Protocol And Consultation Regarding Protocol

- 21.1 The Nominated Holder shall ensure that a review of the Protocol is carried out by the Signatories:
- 21.1.1. within the first six (6) months of the date of the Protocol being signed;
 - 21.1.2 on an annual basis; and
 - 21.1.3 in the event that any new legislation comes into force or official guidance is issued which impacts on the Protocol or the obligations of all or any of the Signatories under the Protocol.
- 21.2 The Signatories shall consult with each other regarding matters of policy and strategy which directly arise from or in any way impact on this Protocol.

22. Changes to the Protocol

- 22.1 All and any signatories may request any change to the Protocol at any time by submitting a request to the Nominated Holder.
- 22.2 Upon receipt of any requests for changes to the Protocol the Nominated Holder shall:
- 22.2.1 circulate the requests to all the Signatories;
- 22.2.2 co-ordinate responses received from any Signatories to the same; and
- 22.2.3 where appropriate, seek the agreement to the requested changes from the Signatories.
- 22.3 No change shall be made to the Protocol except with the agreement of all of the Signatories, which agreement shall be recorded in writing.
- 22.4 A memorandum of any changes to this Protocol agreed by the Signatories from time to time shall be endorsed upon this Protocol and the Nominated Holder shall be responsible for arranging the same.

23. Changes to Signatories

Withdrawal/Removal of Signatory from Protocol

- 23.1 Any Signatory may withdraw from being a Signatory to this Protocol upon giving written notice to the other Signatories.
- 23.2 In the event that a Signatory materially breaches a term of this Protocol or persistently breaches the terms of this Protocol the other Signatories may upon a majority vote where each Signatory other than the Signatory in breach has one vote remove that Signatory's status as a Signatory of this Protocol Provided that all of the other Signatories submit their vote.
- 23.3 The Signatories will do all acts and enter into all such documents as are necessary to give legal effect to the withdrawal or removal of a Signatory pursuant to clauses 23.1 [or 23.2].
- 23.4 All Personal Data received by means of Disclosures from other Signatories must be returned or destroyed at the reasonable request of those Signatories in the event of a Signatory withdrawing from or being removed from this Protocol.
- 23.5 Any Signatory who withdraws or is removed from this Protocol must continue to comply with the terms of this Protocol in respect of any information (including Personal Data) that the Signatory has received as a result of being a Signatory to this Protocol.

Additional Signatories

- 23.6 Third parties may also become Signatories to the Protocol where this is necessary or expedient to the successful implementation of the Purpose or necessary expedient to that third party's compliance with any statutory duty imposed on it by section 17 or section 115 of the Crime and Disorder Act 1998.
- 23.7 The Signatories shall do all acts and enter into all such documents as are reasonably necessary to give legal effect to a third party, becoming a party to this Protocol where appropriate.

24. Indemnity

- 24.1 Subject to clauses 24.2 and 24.3, in consideration of the agreement to make Disclosures of Personal Data in accordance with this Protocol each of the Signatories (each an “Indemnifying Signatory”) shall indemnify each and all of the other Signatories and keep each and all of the other Signatories fully and effectively indemnified against all direct losses, claims, damages, civil liabilities, costs, charges, expenses (including without limitation, legal fees and costs), demands, proceedings and actions which all or any of the other Signatories may incur or which may be brought about or established against them by any person and which in any case arises out of or in relation to or by reason of:
- 24.1.1 any breach by the Indemnifying Signatory, its servants or agents, of any of the provisions of this Protocol;
 - 24.1.2 without limitation to clause 24.1.1 any Processing by the Indemnifying Signatory, its servants or agents, of Personal Data received by reason of a Disclosure for purposes other than the Purpose; or
 - 24.1.3 any breach by the Indemnifying Signatory, his servants or agents, of any law in respect of its Processing of Personal Data received by reason of a Disclosure made by another Signatory.
- 24.2 The indemnity set out in clause 24.1 shall not apply where such direct losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions are accrued solely as a result of the wrongful acts or omissions of the Signatory seeking to enforce the indemnity.
- 24.3 In the event of any third party action, claim or demand (the “Claim”), the indemnity set out in clause 24.1 shall only apply where the Signatory claiming the benefit of the indemnity:
- 24.3.1. has notified the Indemnifying Signatory against whom it intends to invoke the indemnity within thirty (30) days of receipt of the Claim;
 - 24.3.2 consults with that Indemnifying Signatory as to how it should proceed with the Claim;
 - 24.3.3 neither has made nor makes any admission which may reasonably be prejudicial to the defence of the Claim; and
 - 24.3.4 in the absence of contrary agreement with the Indemnifying Signatory, resists the Claim as far as final judgment.
- 24.4 In the event of any Claim being paid or compromised or in the event of final judgment being given against the relevant Signatory, the Indemnifying Signatory shall within fourteen (14) days of being so notified by the relevant Signatory pay to that Signatory all monies owing to the Signatory pursuant to this clause 24 Provided always that where any Claim is paid or compromised the Indemnifying Signatory shall have the right to be consulted as to the extent of any payment prior to such payment being made.
- 24.5 Each Signatories shall be under a duty to mitigate against all losses which it may incur and in respect of which it makes or intends to invoke the indemnity set out in clause 24.1.

25. Publication of Protocol

- 25.1 Subject to clause 25.2 this Protocol may be published by each of the Signatories in accordance with their respective obligations under the Freedom of Information Act 2000.
- 25.2 No Signatory may publish:
- 25.2.1 Appendices 2, 3, 4, or 5 to this Protocol; or
 - 25.2.2 any other part of the Protocol which the Signatories agree from time would if published compromise the security of any Personal Data subject to the Protocol or prejudice the Purpose.

26 Race Relations (Amendment) Act 2000 Impact Statement

- 26.1 The assessment of the relevance and impact of this Protocol in relation to each Signatory's general duties under the Race Relations (Amendment) Act 2000 is the responsibility of each of the individual Signatories.

27 Third Party Rights

- 27.1 A person who is not a Signatory to this Protocol has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Protocol.

28 Counterparts

- 28.1 This Protocol may be entered into in any number of counterparts and by the signatories to it in separate counterparts, each of which when so executed and delivered shall be an original.

**29. Certification – DEVON AND CORNWALL PARTNERSHIP LICENSING ACT 2003
INFORMATION EXCHANGE PROTOCOL**

By signing below, the Signatories accept and agree to be bound by the provisions contained in this Protocol.

Signed(Insert signature)

By (Enter name and position of person signing)

for and on behalf of (Insert full name of organisation)

Date (Insert date)

30. Revision Information

Version No	Date of Version	Nature of Amendment
Draft Version 0.1	January 2004	Draft Finalised by J. Ellis & T. Gwilliam of the D&CC for Consultation
Working Version 1.0	September 2004	Following consultation amendments made to; Change of protocol title, plus changes to sections; 2.2., 4.1., 4.2., 8.2., 8.5., 9.1., 14.2., 14.2., 14.4., 15.3., 15.5., 18.1., 18.2., 23.3., 24.1., Appendix 3, 3.1., 3.3., Appendix 6, 3.1.

APPENDIX ONE

PART I: GLOSSARY

In this Protocol the following words shall have the following meaning unless the context otherwise requires:

“Ancillary Protocols”	means all and any information protocols entered into pursuant to clause 2.2;
“Anti-social Behaviour”	means 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 as the identified person;
“Crime”	means 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;
“Data Controller”	means a person who either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be Processed;
“Data Processor”	means any person (other than the employee of the data controller) who processes the data on behalf of the data controller;
“Data Subject”	means an individual who is the subject of Personal Data;
“De-personalised Data”	means any information where any reference to or means of identifying a living individual has been removed;
“Disclosure”	means a disclosure by one Signatory to any other Signatory of Personal Data;
“Disorder”	means a level or pattern of Anti-social Behaviour within a particular area;
“DPA 1998”	means the Data Protection Act 1998;
“Nominated Holder”	means the nominated holder of this Protocol, which shall be the Information Manager of Devon and Cornwall Constabulary;
“Nominated Officers”	means all those individuals identified in Appendix Two Part II and any changes to the same notified to the Signatories by the Nominated Holder in accordance with clause 9.3;

“Personal Data”	means data which relates to a living individual who can be identified from those data, or from those data and other information which are in the possession of or are likely to come into the possession of any Signatory. They include, without limitation, any expression of opinion or intentions in respect of such a living individual.
“Processing”	means obtaining, recording or holding Personal Data or carrying out any operation or set of operations on the information or data including: <ul style="list-style-type: none"> (a) organisation, adaptation or alteration of the Personal Data; (b) retrieval, consultation or use of the Personal Data; (c) disclosure of the Personal Data by transmission, dissemination or otherwise making available; or (d) alignment, combination, blocking, erasure or destruction of the Personal Data; and “Process” shall be interpreted accordingly.
“Protocol”	means this protocol;
“Purpose”	means the purpose of this Protocol, as set out in clause 2;
“Relevant Authority”	means any of those bodies or persons described in section 115(2) of the Crime and Disorder Act 1998 and “Relevant Authorities” shall be interpreted accordingly;
“Sensitive Personal Data”	means Personal Data consisting of information as to- <ul style="list-style-type: none"> (a) the racial or ethnic origin of the Data Subject, (b) his political opinions, (c) his religious beliefs or other beliefs of a similar nature, (d) whether he is a member of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992), (e) his physical or mental health or condition, (f) his sexual life, (g) the commission or alleged commission by him of any offence, or (h) any proceedings for any offence committed or alleged to have been committed by him, the disposal of such proceedings or the sentence of any court in such proceedings;
“Signatories”	means the signatories/parties to this Protocol which are identified in clause 1 and, for the avoidance of doubt, “Signatory” shall mean any one of them;

PART II: INTERPRETATION

1. in this protocol where the context requires:
 - 1.1 the masculine gender includes the feminine and the neuter and the singular includes the plural and vice versa;
 - 1.2 references to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted and also include any subordinate legislation made thereunder from time to time;
 - 1.3 references to clauses and appendices are, unless otherwise stated, references to clauses in and Appendices to this Agreement.
2. In this Protocol headings are for ease of reference and shall not affect its interpretation.

APPENDIX TWO

CONTACT INFORMATION

PART I: PARTNERSHIP CONTACT OFFICERS

Organisation	Post	Address	Tel/Fax
Devon and Cornwall Constabulary	Information Manager	Executive Support Department Force Headquarters Middlemoor, Exeter, EX2 7HQ	Tel: 01392 452903 Fax: 01392 452815
Caradon District Council	Deputy Head of Housing & Environmental Services	Luxstowe House Liskeard Cornwall PL14 3DZ	Tel: 01579 341365 Fax: 01579 341003
Carrick District Council	Licensing Manager	Pydar Street Truro Cornwall TR1 1EB	Tel: 01872 224524 Fax: 01872 242104
Council of the Isles of Scilly	Committee Secretary	Town Hall St Mary's Isles of Scilly TR21 0LW	Tel: 01720 422537 Fax: 01720 422202

Organisation	Post	Address	Tel/Fax
East Devon District Council	Licensing Manager	The Knowle Sidmouth Devon EX10 8HL	Tel: 01395 517587 Fax: 01395 517507
Exeter City Council	The Principal Environmental Health Officer (Commercial/Licensing)	Civic Centre Paris Street Exeter Devon EX1 1RQ	Tel: 01392 265433 Fax: 01392 265833
Kerrier District Council	Community Safety Officer	Council Offices Dolcoath Avenue Camborne TR14 8SX	Tel: 01209 614199 Fax: 01209 614494
Mid-Devon District Council	Data Protection Officer	Phoenix House Phoenix Lane Tiverton Devon EX16 6PP	Tel: 01884 255255 Fax: 01884 234256
North Cornwall District Council	Head of Environmental Health	Community Services Dept Trevanion Road Wadebridge Cornwall PL27 7NU	Tel: 01208 893457 Fax: 01208 893455
North Devon District Council	Environmental Health Manager Principal Environmental Health Officer (Licensing)	Civic Centre North Walk Barnstaple EX31 1EA	Tel: 01271 388341 388312 Fax: 01271 388328
Penwith District Council	Licensing & Information Manager	St Clare, Penzance, TR18 3QW	Tel: 01736 336581 Fax: 01736 336791
Plymouth City Council	Licensing & Major Projects Manager	Licensing Dept Floor 11 Civic Centre Amanda Way Plymouth PL1 2EW	Tel: 01752 304341 Fax: 01752 307810
Restormel Borough Council	Licensing Services Manager	Council Offices 39 Penwinnick Rd St Austell Cornwall PL25 5DR	Tel: 01726 223632 Fax: 01726 223506

Organisation	Post	Address	Tel/Fax
South Hams District Council	The Principal Solicitor	South Hams District Council Follaton House Plymouth Road Totnes Devon TQ9 5NE	Tel: 01803 861234 Fax: 01803 861477
Teignbridge District Council	Head of Legal and Administration	Forde House Brunel Road Newton Abbot Devon TQ12 4XX	Tel: 01626 215163 Fax: 01626 215169
Torbay Council	Principal Officer (Safety/Licensing)	Environmental Health & Consumer Protection Division Roebuck House, Abbey Road, Torquay TQ2 5EJ	Tel: 01803 208132 Fax: 01803 207856
Torrige District Council	Head of Environmental Administration	Town Hall Bideford Devon EX39 2HS	Tel: 01237 428857 Fax: 01237 474467
West Devon Borough Council	Licensing Manager	Kilworthy Park Tavistock Devon PL19 0BZ	Tel: 01822 813600 Fax: 01822 813634
Cornwall County Fire Brigade	Deputy Senior Staff Officer	Old County Hall Station Road Truro Cornwall TR1 3AY	Tel: 01872 323224 Fax: 01872 222883
Devon Fire & Rescue Service	Senior Fire Safety Officer	East Devon House Devon Fire & Rescue Headquarters Clyst St George Exeter EX3 0NW	Tel: 01392 872209 Fax: 01392 872300

PART II: NOMINATED OFFICERS FOR INFORMATION REQUESTS AND DISCLOSURES

Organisation	Name or Post of Nominated Officer	Name or Post of Backup	Address and Tel No and fax
Devon and Cornwall Constabulary	See table below for contacts by Authority	-----	-----
Caradon District Council	Licensing Officer	Licensing Admin Assistant	Luxstowe House Liskeard Cornwall , PL14 3DZ Tel: 01579 341371/ 341324 Fax: 01579 341016
Carrick District Council	Licensing Manager	Senior Licensing Officer	Pydar Street Truro, Cornwall, TR1 1EB Tel: 01872 224524 Fax: 01872 242104
Council of the Isles of Scilly	Committee Secretary	Committee Assistant	Town Hall, St Mary's, Isles of Scilly TR21 0LW Tel: 01720 422537 Fax: 01720 422202
East Devon District Council	Licensing Manager	Senior Licensing Officer	The Knowle, Sidmouth, Devon EX10 8HL Tel: 01395 517587/ 517410 Fax: 01395 517507
Exeter City Council	Licensing Services Manager	Senior Licensing Manager	Civic Centre, Paris St, Exeter, Devon EX1 1RQ Tel: 01392 265434/ 265172 Fax: 01392 265833
Kerrier District Council	Licensing Officer	Assistant Licensing Officer	Council Officer, Dolcoath Avenue, Camborne, Cornwall, TR14 8SX Tel: 01209 614417 Fax: 01209 614491
Mid-Devon District Council	Licensing Officer	Licensing Assistant	Phoenix House, Phoenix Lane, Tiverton, Devon, EX16 6PP Tel: 01884 244619/ 244617 Fax: 01884 234256

Organisation	Name or Post of Nominated Officer	Name or Post of Backup	Address and Tel No and fax
North Cornwall District Council	Principal Environmental Health Officer (Health & Safety, Food & Licensing)	Licensing Officer	Community Services Dept, Travanion Road, Wadebridge, Cornwall PL27 7NU Tel: 01208 893421/893524 Fax: 01208 893455
North Devon District Council	Principal Environmental Health Officer (Licensing)	Technical Support Administrator (Licensing)	Civic Centre, North Walk, Barnstaple, Devon EX31 1EA Tel: 01271 388312/388867 Fax: 01271 388328
Penwith District Council	Licensing & Information Manager	Licensing Officer	St Clare, Penzance TR18 3QW Tel: 01736 336581/336534 Fax: 01736 336791
Plymouth City Council	Licensing and Major Projects Manager	Licensing Assistant	Licensing Dept, Floor 11, Civic Centre, Armada Way, Plymouth PL1 2EW Tel: 01752 304341/305465 Fax: 01752 307810
Restormel Borough Council	Licensing Services Manager	Licensing Officer	Council Offices, 39 Penwinnick Road, St Austell, Cornwall PL25 5DR Tel: 01726 223632 Fax: 01726 223506
South Hams District Council	The Licensing Manager	The Licensing Officer	Follaton House, Plymouth Road, Totnes, Devon TQ9 5NE Tel: 01803 861336 Fax: 01803 861294
Teignbridge District Council	Licensing Officer	Licensing Assistant	Forde House, Brunel Road, Newton Abbot, Devon Tel: 01626 215108 Fax: 01626 215169

Organisation	Name or Post of Nominated Officer	Name or Post of Backup	Address and Tel No and fax
Torbay Council	Licensing Manager	Licensing Officer	Environmental Health & Consumer Protection Division Roebuck House, Abbey Road, Torquay TQ2 5EJ Tel: 01803 208120 Fax: 01803 207854
Torrige District Council	Head of Environmental Health	Central Services Manager	Town Hall, Bideford, Devon EX39 2HS Tel: 01257 428851/ 428806 Fax: 01257 474467
West Devon Borough Council	Licensing Administration Officer	Licensing Manager	Kilworthy Park, Tavistock, Devon PL19 0BZ Tel: 01822 813600 Fax: 01822 813634
Cornwall County Fire Brigade	Deputy Senior Staff Officer	ADO Community Safety	Old County Hall Station Road Truro Cornwall TR1 3AY Tel: 01872 323224 Fax 01872 222883
Devon Fire and Rescue Service	Senior Fire Safety Officer	Fire Safety Information Officer	East Devon House Devon Fire & Rescue Headquarters Clyst St George Exeter EX3 0NW Tel: 01392 872209/872287 Fax: 01392 872300

Part III: Devon and Cornwall Constabulary – Nominated Officers for Information Requests and Disclosures

District	Post of Nominated Officer	Location	Telephone Number	Fax Number
Penwith & Isles of Scilly	Licensing Officer Licensing Clerk	Hayle Police Station Sea Lane Hayle TR27 4DU	01736 751844	01736 751825
Kerrier	Licensing Officer Licensing Clerk	Hayle Police Station Sea Lane Hayle TR27 4DU	01736 751844	01736 751825
Carrick	Licensing Officer Licensing Clerk	Truro Police Station Tregolls Road, Truro, TR1 1PY	01872 326015	01872 36039
Restormel	Licensing Officer Licensing Clerk	Truro Police Station Tregolls Road, Truro, TR1 1PY	01872 326015	01872 36039
Caradon	Licensing Officer Licensing Clerk	Launceston Police Station Moorland Road, Launceston, PL15 7HY	01566 771316	01566 771347
North Cornwall	Licensing Officer Licensing Clerk	Launceston Police Station Moorland Road, Launceston, PL15 7HY	01566 771316	01566 771347
Plymouth	Licensing Officer Licensing Clerk	Charles Cross Police Station Plymouth, PL4 8HG	01752 720464 01752 720469 01752 720465	01752 720487
West Devon	Licensing Officer Licensing Clerk	Totnes Police Station Totnes TQ9 5JY	01803 860421 01803 860422	01803 860412
South Hams	Licensing Officer Licensing Clerk	Totnes Police Station Totnes TQ9 5JY	01803 860421 01803 860422	01803 860412
Teignbridge	Licensing Officer Licensing Clerk	Totnes Police Station Totnes TQ9 5JY	01803 860421 01803 860422	01803 860412

District	Post of Nominated Officer	Location	Telephone Number	Fax Number
Torbay	Licensing Officer Licensing Clerk	Paignton Police Station PO Box 1 Paignton TQ3 2YF	01803 841327 01803 841287	01803 841145
Torridge	Licensing Officer	Barnstaple Police Station Barnstaple EX31 1DU	01271 335223 01271 335222	01271 335312
North Devon	Licensing Officer	Barnstaple Police Station Barnstaple EX31 1DU	01271 335223 01271 335222	01271 335312
Mid Devon	Licensing Officer Licensing Clerk	Tiverton Police Station, 2 The Avenue, Tiverton EX16 4HR	01884 232719	01884 232735
East Devon	Licensing Officer Licensing Clerk	Exmouth Police Station Exmouth, EX8 1ZJ	01395 226137	01395 226130
Exeter	Licensing Officer Licensing Clerk	Exeter Police Station Heavitree Road Exeter EX1 2LR	01392 451512	01392 451672
Headquarters	Force Licensing Officer	Middlemoor Exeter EX2 7HQ	01392 452709	01392 452447

APPENDIX THREE

PROCEDURES FOR INFORMATION REQUESTS AND DISCLOSURES

1 Making Requests for Disclosures

- 1.1 The disclosure of information during the normal course of business in support of the four licensing objectives should be prompt and without unnecessary bureaucracy. Generalised and non personalised data concerning premises or events within a local area may be communicated either verbally, in writing or by electronic means.
- 1.2 Where it is apparent that proceedings for an offence may be instituted under Section 186 Licensing Act 2003, or a review of a licence may be undertaken, and it is intended that the information requested will be used for this purpose, then it is necessary to complete a paper request for this disclosure. A form (as per appendix 4) will be completed on the relevant agency headed paper in each case.
- 1.3 The point of contact will be the Licensing Officer(s) employed by the relevant Local Authority, Police and Fire Brigade.

2. Making Disclosures in Response to Requests for Disclosures

- 2.1 Where informal information is required, under Section 185 Licensing Act 2003 and there is no indication that there will be proceedings either for an offence (as detailed in schedule 4 of the Licensing Act 2003) or a review of a license then such information may be passed either verbally, or by written communication or electronic means.
- 2.2 Where an official request for information (Appendix 4) is received under Section 186 Licensing Act 2003 then the reply will be made in writing as per Appendix 5. All agencies will use the approved forms format (appendix 4 and 5) reproduced on their own agency headed paper.

3. Disclosures at Meetings

- 3.1 Signatories who anticipate making Disclosures at meetings should ensure that prior to the meeting they are empowered to do so and that such Disclosures are permitted by all relevant legislation prior to making any Disclosure.
- 3.2 Such Disclosures should be recorded within the minutes of the relevant meeting and the relevant Signatory or Signatories shall ensure that these minutes are retained for at least six (6) years.
- 3.3 It is suggested as a model of good practice, that those Signatories intending to make disclosures at meetings should clarify all issues reasonably relevant to any intended Disclosure, (including confidentiality issues and powers to make the Disclosure) prior to the start of the relevant meeting.

4. General

- 4.1 All queries regarding any Disclosures to be or being made or which have been made by a Signatory shall only be addressed to the Nominated Officer of that Signatory.

- 4.2 All queries relating to the strategic use of the Protocol shall be referred to the relevant Contact Officer identified in Appendix Two Part I.

APPENDIX FOUR

REQUEST FOR DISCLOSURE OF PERSONAL DATA FORM

Headed paper of requesting Signatory – with name, address and contact information.			
CONFIDENTIAL Licensing Act 2003 Devon and Cornwall Partnership Protocol Request For Personal Data			
I am making specific enquiries into matters covered by the Licensing Act 2003 under Section 186 and require personal information about:			
Our Reference:			
Surname:		All forenames:	
All previous surnames(if applicable):			
Also Known As/Alias:		Place of Birth (if known) :	
Sex: M/F			
Date of Birth:			
Present Address: (with postcode)			
Previous Address: (with postcode)			
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:-Provision of this information will have the assumed effect of success in the pursuance of:	Tick

APPENDIX FIVE

DISCLOSURE OF PERSONAL DATA FORM

Headed paper of requesting Signatory – with name, address and contact information.

CONFIDENTIAL
Licensing Act 2003
Devon and Cornwall Partnership Protocol
Data Protection Act 1998

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:

- (i) the data must only be used for the specific purpose(s) for which it was requested;
 - (ii) the data must be retained securely and in accordance with the standards included in the protocol
- you will destroy the data when it ceases to be required for the specific purpose for which it was requested.

APPENDIX SIX

Restrictions on the Disclosure of Personal Data

1 DISCLOSABLE DATA

- 1.1 Information Disclosures. The following section details the information that the various signatories will disclose. Ownership of information of any type indicated in the lists will not indicate disclosures will always be made. **All requests will be treated on a case by case basis and considered in relation to the data subject's right under Article 8 of the HRA and Proportionality and the Common Law Duty of Confidentiality.** Whilst the main power of disclosure in each case is listed, disclosures can also be empowered by the exemptions under the Data Protection Act 1998 and the Common Law of Confidentiality.
 - 1.2 The Signatories acknowledge that details of victims, witnesses or complainants must not be disclosed without their written consent.
- 2 DEVON & CORNWALL CONSTABULARY will, where justified, disclose;
- 2.1 All relevant convictions as defined in schedule 4 of the Licensing Act 2003, which are unspent under the Rehabilitation of Offenders Act 1974.
 - 2.2 Disclosures relating to cautions for offences as detailed in schedule 4 of the Licensing Act 2003 will be made by the Devon and Cornwall Constabulary for a period of twelve (12) months after acceptance of the same. Details of cautions for offences as detailed in schedule 4 of the Licensing Act 2003 (or reprimands/warnings issued under the Crime and Disorder Act 1998) which relate to an adult will not generally be the subject of a Disclosure as the Signatories acknowledge that the cautioning procedure creates an expectation that the offence has been dealt with and that no further action will be taken.
 - 2.3 Devon and Cornwall Constabulary will allow Disclosure of warnings given pursuant to the Protection from Harassment Act 1997 in the event that two (2) or more warnings have been given in a period of twelve (12) months.
 - 2.4 The Signatories understand that the exchange of Personal Data post conviction will be subject to a presumption of confidentiality but that this may be overridden on the grounds of public interest, as described in clause 5.10
- 3 The LOCAL AUTHORITIES will, where justified, disclose;
- 3.1 Information which is held by or on behalf of the Authority for the purpose of the authority's powers and duties under the Licensing Act 2003.

APPENDIX SEVEN

PROCEDURES FOR HANDLING SUBJECT ACCESS REQUESTS

1. All Signatories should have internal procedures in place for handling and responding to Subject Access Requests (i.e. requests for access to Personal Data made pursuant to section 7 of the Data Protection Act 1998).
2. The following procedures should also be used for dealing with Subject Access Requests in respect of Personal Data which is held for Crime and Disorder purposes:
 - 2.1 On receipt of a Subject Access Request, if the request refers only to Personal Data Processed by the Signatory receiving the request, that Signatory should follow its own standard procedures for dealing with such requests.
 - 2.2 On receipt of a Subject Access Request, if the request refers to any Personal Data which originated from another Signatory it will be the responsibility of the Signatory receiving the Subject Access Request to contact the Signatory from whom the Personal Data Originated. via the nominated contact person to determine whether they wish to claim an exemption to withhold the Personal Data under the provisions of the Data Protection Act.
 - 2.3 Any decisions made to withhold Personal Data from a Data Subject should be taken with care, and if necessary, legal or other appropriate professional advice sought. They should also be formally recorded in case of subsequent dispute. There is no requirement to inform the Data Subject requesting access that Personal Data has been withheld from them for these purposes.
3. **Third Party Information**
 - 3.1 When a Signatory cannot comply with a Subject Access Request without disclosing information relating to another **individual** who can be identified from that information the provisions of sections 7 and 8 of the Data Protection Act 1998 shall govern whether or not the disclosure is made to Data Subject making the Subject Access Request.
4. Time Limit for Dealing with Subject Access Requests
 - 4.1 Subject Access Requests must be dealt with as quickly as possible in order to ensure that the Subject Access Requests are able to respond to the Subject Access Request within the 40 day period required by statute from the date that sufficient information is received from the Data Subject that enables the Signatory to process the Subject Access Request.