



CONSTITUTION

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1.0 Partnership Title

- 1.1 **The Partnership will be known as City Safe Birmingham (CSB) a division of Retail Birmingham Business improvement district reporting to the board of the BID. All references to ‘the Partnership’ in this document refer to this partnership.**

2.0 Management of the Partnership

- 2.1 The Partnership will be representative of the participants and other interested parties.
- 2.2 A Strategy Group (SG) made up of at least five members will be appointed from the membership. A quorum for a meeting shall be not less than three members
- 2.3 The (SG) should include representatives from Retail Birmingham BID, shopping centre management, the business community , leisure sector, the local authority, police and other relevant bodies or individuals, as required.
- 2.4 The (SG) will oversee the aims and objectives of the Partnership and be responsible for compliance with its purpose and aims and objectives.

The role of the (SG) will be to:

- Resolve misunderstandings and difficulties
 - Effect improvements
 - Set funding policy
 - Deal with matters relating to security and general management queries.
- 2.5 An Operational Team (OT) will, manage the day-to-day operation of the Partnership which will report back to the SG group as necessary.
- 2.6 The OT will oversee and carry out the aims, objectives and operation of the Partnership and be responsible for compliance with its purpose and aims and objectives.
- 2.7 The OT will report in to the SG.
- 2.8 The OT will be responsible for the procedural, operational and disciplinary regulation of the Partnership. Any alterations recommended by the OT will be subject to approval by of the SG and ultimately the BID Board
- 2.9 Representatives of West Midlands Police and other organisations involved in the Partnership will be entitled to attend the SG and OT meetings in an advisory capacity and/or at the invitation of the Committee members.
- 2.11 The OT is empowered to ensure that all policies and procedures are fully complied with by each member.

3.0 Aims & Objectives

- 3.1 The legitimate and lawful gathering, collation, processing, exchange and management of all relevant information relating to business crime and anti social behaviour against members of the Partnership, is carried out in accordance with the eight principles of the Data Protection Act 1998 and GDPR. The police contribution will be the legitimate and lawful provision and management of relevant photographs or other information as agreed/ where appropriate and the service of exclusion notices approved by the OT.
- 3.2 To reduce and prevent criminality and anti-social behaviour by reducing the opportunity to commit crime and disorder and assist in the apprehension and prosecution of offenders and suspected offenders.
- 3.3 To reduce fear of crime and disorder and the effects of fear of crime and disorder and in doing so, help to reduce members losses caused by crime.
- 3.4 To create a “safe and secure” environment for customers, staff and visitors and to contribute to the economic viability and prosperity of the area and reduce the effect of anti social behaviour on members of staff persons employed by members.
- 3.5 To expand the Partnership to encompass as wide a range of business sectors as possible and to strengthen Partnership working with the business community, police, local authority and other key agencies and organisations.
- 3.6 To establish the City Safe Birmingham Partnership as an integral part in reducing crime and the fear of crime in Birmingham working in Partnership with the police, local authority, and other agencies and organisations responsible for delivering the community safety action plan.

4.0 Membership

- 4.1 A member is defined as a business or organisation whose representative (signatory) has signed to abide by the Partnership and data integrity agreements to confirm that they have been made aware of their statutory obligations and responsibilities, has paid the relevant membership subscription to the scheme and any annual renewal fees.
- 4.2 Membership will be drawn from businesses and organisations which trade in Birmingham and representatives of other interested parties.
- 4.3 Members must agree to fulfil all the criteria to comply with the objectives of the Partnership before membership is granted. Applications for membership will be vetted by the OT for suitability.
- 4.5 Members who are in breach of any code of conduct or other rules governing activities of the Partnership shall be liable to disciplinary action by the OT. This may take the form of a warning, suspension or expulsion from the Partnership.

- 4.7 All members who have access to personal data recorded by the Partnership require to be made aware of the requirements of the 2018 Data Protection Act and GDPR. The responsibility and potential liability for inappropriate disclosure rests with the individual.
- 4.8 The Partnership OT reserves the right to refuse membership if it is deemed appropriate and reasonable to do so. If the applicant does not fit the criteria for membership, the OT has the right to decide not to disclose reasons for their decision.

5.0 Meetings

- 5.1 The SG will meet normally on a monthly basis (or whenever necessary) and agree regular members meetings as and when required.
- 5.2 The SG will work with other organisations for the benefit of reducing crime both locally and nationally where there is a relevance to the organisation

6.0 Administration

- 6.1 An Agenda will be prepared for SG meetings after consultation.
- 6.2 The members may propose items for inclusion on the agenda at members meetings which should be notified to the OT in advance of each meeting.
- 6.2 Minutes of meetings will be taken and circulated.

7.0 Funding, Financial Records and Auditing of Accounts

- 7.1 As part of the Retail Bid, City Safe Birmingham is self-financing from member subscriptions and will be non-profit making. Funding may also come from Partnership agencies or other relevant organisations.
- 7.2 Any surplus after payment of all costs will be carried forward and must only be used to achieve the objectives of the Partnership as defined as part of the Retail Bid.
- 7.3 The finances and financial records of the Partnership will be submitted to members of the BID at the AGM.
- 7.4 The BID remains responsible for monitoring all monies, accounts and property of the Partnership and will provide a financial statement of accounts.

8.0 Banking Procedure

- 8.1 All funding and banking procedures are subject to the accountancy procedures adopted by Retail Birmingham and are externally audited on an annual basis.

9.0 Process

- 9.1 The Partnership office is established at Level 4 Upper Mall West, Bullring, Partnership B5 4BU.
- 9.2 A person approved by the Retail Bid shall manage the Partnership.
- 9.3 Additional staff may be appointed to assist with the operation of the Partnership, subject to prior agreement of the Retail Bid.
- 9.4 If the Partnership is terminated, any monies should be reimbursed to members after all outstanding items have been taken into account.

10.0 Benefits

- 10.1 Members will be entitled to receive reports, photographs or other information concerning the activities of offenders whose activities affect their trading environment. The requirement being that the processed data must be relevant for the purpose (that is the prevention and detection of crime, disorder and anti social behaviour, to reduce the opportunity to commit crime, disorder and anti social behaviour and the apprehension and prosecution of offenders) and be lawful and legitimate.
- 10.2 Disclosure of Partnership data must only be provided for under the Data Protection Act 2018 and only following assessment by the data controller. The decision to disclose will necessarily have to be on a case-by-case basis and should not be regarded as being available under an automatic authority. There is never an absolute entitlement to receive personal data, as each disclosure must have to be for the purpose (that is the prevention and detection of crime, disorder and anti social behaviour, to reduce the opportunity to commit crime, disorder and anti social behaviour and the apprehension and prosecution of offenders) and will be given only after consideration by the data controller in possession of the information.
- 10.3 Members must ensure that they put internal systems in place to enable them to identify target offenders and, where appropriate, to pass that information to the scheme.
- 10.4 The police will have proper access to data for the purposes of crime prevention or detection. Other third-party disclosure will be within the terms of the data notification and the act itself.
- 10.5 De-personalised, anonymous or other information, which is not subject to the Data Protection Act 2018, may be released, where appropriate, from time to time to assist other crime reduction initiatives/agencies.

11.0 Liabilities

- 11.1 The Partnership may withdraw the services it provides by giving three months written notice of its intention.
- 11.2 Members may withdraw from the Partnership subject to the terms and conditions agreed on signing up to CSB.