

**PROTOCOL FOR THE SHARING OF INFORMATION, ON INCIDENTS OF
DOMESTIC VIOLENCE IN DEVON & CORNWALL, BETWEEN STATUTORY
AUTHORITIES, HOUSING PROVIDERS, VOLUNTARY AND CHARITABLE
AGENCIES.**



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PROTOCOL FOR THE SHARING OF INFORMATION, ON INCIDENTS OF DOMESTIC VIOLENCE IN DEVON AND CORNWALL, BETWEEN STATUTORY AUTHORITIES, HOUSING PROVIDERS, VOLUNTARY AND CHARITABLE AGENCIES.

1 PURPOSE

1.1. The aims and purposes of Information Sharing within the parties to the agreement are to;

- Identify the true level of the incidence of Domestic Violence within the Devon & Cornwall area.
- Reduce the incidence of Domestic Violence within the Devon & Cornwall area.
- Encourage the maximum numbers of victims of Domestic Violence and repeat victims to be guided by the recording agency into subsequent multi-agency assistance and support.
- To allow those providing the assistance and support to the victim(s) to have that information relating to the pattern of abuse that is required to contribute to an effective outcome.
- To allow the assistance providers to feed back information to the partnership details of those entering assistance in order that re-offending can be identified.

1.2 This protocol is concerned with the exchange of personal data. Such information may in certain circumstances act as a catalyst for an arrest or assist correct actions to be taken following an arrest when an individual is taken into custody

2 INTRODUCTION

2.1 The Partners to this protocol are

Devon & Cornwall Constabulary
Ahimsa
Affinity Sutton
CAFCASS (Children And Family Court Advisory Support Service)
Careers South West Limited
Carrack Housing
Coastline Housing – Camborne
Cornerstone Housing Association
Cornwall Council
Cornwall & Isles of Scilly Primary Care Trust
Cornwall Partnership NHS Trust
Cornwall Woman’s Refuge Trust
Council for the Isles of Scilly
Devon & Cornwall Housing Association
Devon County Council
Devon Partnership Trust
Domestic Violence and Abuse Service – South & West Devon (formerly South Devon Women’s Aid)
East Devon District Council – Housing
Exeter City Council – Housing
Exeter Woman’s Aid
Guinness Hermitage
Harbour Centre (Plymouth)
Hastoe Housing Association

Magna Housing
 Mid-Devon District Council - Housing
 National Probation Service - Devon & Cornwall Area
 NHS Devon
 North Devon District Council - Housing
 North Devon Homes
 North Devon Women's Aid
 Northern Devon Health Care Trust
 Ocean Housing Association – St Austell
 Penwith Housing Association - Penzance
 Plymouth City Council
 Plymouth Community Housing Association
 Plymouth Domestic Abuse Service
 Plymouth Hospitals NHS Trust
 Plymouth Primary Care Trust
 Riviera Housing
 Royal Cornwall Hospitals NHS Trust
 Royal Devon & Exeter NHS Foundation Trust
 Sanctuary Shaftesbury Housing Association
 Sarsen Housing Association
 Signpost Housing
 Signpost Care Partnerships
 South Devon Healthcare Trust
 South Devon Rural Housing Association
 South Western Housing Association
 Sovereign Housing Association
 Signpost Housing Association
 Signpost Care Partnerships
 Stonham Home Group Ltd
 Tamar Housing Group
 Tarka Housing Ltd
 Teign Housing
 Torbay Care Trust
 Torbay Council - Housing
 Tor Homes
 Torridge District Council – Housing
 Victim Support in Cornwall
 Victim Support in Devon
 West Cornwall Woman's Aid
 West Devon Borough Council
 West Devon Homes
 Westcountry Housing Association
 Women's Rape and Sexual Abuse Centre – Bodmin

2.2 The Partners within this protocol subscribe to the following: -

- The agreed standards must provide safeguards and an appropriate framework for the controlled exchange of timely, accurate and relevant information.
- the Data Protection principles and the common law principles of confidentiality must be upheld
- The rights of the Data Subject under the Human Right Act 1998 and Article 8 of the European Convention on Human Rights are to be upheld.

- This protocol to be reviewed annually, or in the light of new legislation or guidance.
- any partner may request any change to the protocol at any time by submitting to the protocol holder a suggested revision
- the nominated holder of this protocol is the Head of Information Management, Devon and Cornwall Constabulary, who shall, on behalf of the partnership:
 - a) ensure that a review is carried out on an annual basis
 - b) circulate all requests for change, co-ordinate responses, obtain agreement for the changes from the partnership and distribute codes of practice and guidance as these become available;

2.2 Appendix 3 contains the contacts that should be referred to in each organisation.

3 DEFINITIONS

3.1. For the purpose of this protocol the term:

“Caldicott Guardian” is a role within the NHS and Social Services Dept with responsibility for protecting and using patient/client identifiable information.

“Data Subject” within this protocol will be a victim or the alleged offender of domestic violence who has reported an incident to one of the partners to the protocol.

“Domestic Violence” is any incident of threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) between individuals (16 years or over) who are or have been intimate partners or family members, regardless of gender.

MARAC is the Multi-Agency Risk Assessment Conferences

“Non Secure internet link” is any email traffic that is not transmitted via two secure email addresses. Secure email addresses are only those that end in;

- . pnn.police.uk
- .gsi.gov.uk
- .gsx.gov.uk
- .gcsx.gov.uk
- .cjsm.net
- .nhs.net

Any other email address is to be deemed insecure.

"Prevention of Offending" is activity, which reduces the likelihood of offending/re-offending by persons through provision of relevant information, that will reduce the risk factors associated with offending and promote protective factors.

“Personal data” is information that relates to a living individual that can be identified from those data, or from those data and other information which is in the possession of or is likely to come into the possession of the data controller. It includes any expression of opinion or intentions in respect of the individual.

“Data owner” is a person or organisation who controls the purposes, contents and use of personal data.

“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.

‘Written consent’ refers to a form of consent signed by the victim, or the alleged perpetrator, which indicates their permission for the partner agency, as the ‘data owner’ to give information from their records to the agencies working within the local Scheme. A copy of this consent form (See Appendix 2a or 2b) will be attached to the individual’s record and copied to the receiving agency when information is disclosed.

4 DETAILED STANDARDS

4.1 Scope

This Protocol can cover the exchange of information at MARACs or between the nominated officers within the partner organisations and will relate to incidents reported within the Devon & Cornwall area, or where very high risk victims have relocated to Devon & Cornwall to escape violence.

4.2 Registration/Notification

Each partner will ensure that they are appropriately notified under the Data Protection Act to receive and process personal data.

Data to be transferred will include some sensitive information. It will be necessary, therefore, where disclosure is likely without consent, at the registration stage, to select criteria for processing from Schedules 2 and 3 of the Data Protection Act 1998 and the further legal issues contained within Appendix 1.

4.3. The Vital Interest of the Data Subject and Public Safety.

A partner’s responsibility for public protection may at times clash with the responsibility of confidentiality to the individual. Similarly such action can be taken, in the vital interests of the data subject (i.e. where there is no public interest), under a Court Order or under a statutory obligation to disclose information. Prior to disclosure including disclosure at MARAC the nominated officer must consider, whether the personal information is held under a duty of confidence, and whether there is an overriding public interest or other justification for disclosing the information, thereby treating the disclosure of information as an exception to the general principles of confidentiality. This will apply even where the individual has refused consent for information to be shared. However, each disclosure must be treated on a case by case basis.

No disclosure relating to the alleged offender will be made to the Voluntary Sector partner without the offender’s written consent, unless required where the public interest outweighs the presumption of confidentiality and where disclosure will preserve public safety and/or prevent or detect crime. (See Appendix 1) In such circumstances regard must be given to the fact that such disclosure amounts to an exception to the general principle of confidentiality

Details of witnesses or non-victim reporting persons must not be disclosed without their written consent.

4.4 Requesting/Disclosing Personal Data

It is essential that adequate control of the flow of data be maintained. The Data Protection Act 1998 permits the exchange of data provided the data has been fairly obtained and processed (the individual has been clearly informed how their data will be used and disclosed), and it is appropriately notified under the Act. However, disclosures can also take place under certain circumstances, where the data protection principles will not apply - under the Act's non-disclosure provisions. Reliance on these must be assessed on a case by case basis. The provisions include:-

- To protect the **vital interests** of the individual, or relevant third party, where consent cannot be given, or is withheld. It is accepted that, **in exceptional circumstances**, e.g. proven risk of violence against the victim or the agency staff, any specific Voluntary Sector partner may receive personal information without, or against the consent, of the data subject.
- At the request of and/or with the consent of the individual concerned. Engagement with a Voluntary Sector partner would normally arise from consented disclosure. Uniquely, except in the circumstances as above – protecting vital interests – under an ACPO agreement dealing with disclosure of contact details to Victim Support, disclosures relating to Domestic Violence are not to be made to Victim Support under this Protocol, unless the victim has provided express consent at the time of the initial crime report, or has amended the initial record by subsequent recorded consent. However, similarly consent to disclose to any voluntary sector or non-statutory partner **must be evidenced within the police file**. Additionally, at a later stage, prior to the Multi-Agency Risk Assessment Conference taking place, a victim must be notified in writing of the intention to discuss their case at the meeting and that Voluntary Sector agencies will be in attendance at this meeting. This letter must state that if they do not wish the circumstances and details of their case to be further disclosed to such agencies they should contact the Domestic Abuse Co-ordinator to object to the disclosure. This process, when correctly applied will meet the ACPO guidance on disclosures to Victim Support in cases of Domestic Violence, in that the data subject 'opts in' to the disclosure process, and **therefore identical safeguards must be applied to all Voluntary Sector partners**.
- For the prevention or detection of crime, the apprehension or prosecution of offenders, and taxation purposes, disclosure of pertinent and relevant information must be on a case by case basis and where failure to provide the information would be likely to prejudice these purposes. For this provision to apply there would have to be a substantial risk of prejudice rather than a mere chance. All requests and responses must be appropriately authorised and documented.
- Where a disclosure is made in connection with legal proceedings, for the purpose of obtaining legal advice, and establishing, exercising or defending legal rights.

Procedures for the handling of requests/disclosures of information can be found in Appendix 4 – The Working Practice Agreement for dealing with Domestic Violence. **No personal data shared under this protocol will be transmitted over any Non Secure internet link, See Appendix 3 Para. 2.**

The full list of legal powers supporting information sharing under this protocol can be found at Appendix 1

4.5 Nomination of Staff

In order to comply with the principle of security and the common law duty of confidentiality, this protocol contains a list of appropriate nominated officers (see Appendix 3)

- With whom contact should be made in relation to this Protocol
- To whom requests for information should be sent.
- To whom disclosures should be made
- Who are responsible for Data Protection and security compliance of their organisation

Requests from unauthorised organisations/staff will be declined. Disclosure of information from the Health Service agencies must be endorsed by the relevant Caldicott Guardian.

Any changes in responsible officers must be notified to the Protocol Holder, in writing.

4.6 Accuracy of Data

Each partner has a responsibility to maintain the accuracy of data supplied under this protocol. There is a statutory duty in the Data Protection Act 1998 on any partner supplying personal data to verify the information and advise the recipients if the data supplied is subsequently found to be inaccurate.

Where an inaccuracy is discovered, after a disclosure has been made, it will be the responsibility of the party discovering the inaccuracy to bring this to the notice of the data owner, in writing, who should notify all recipients of the correction.

To meet this responsibility, partners are expected to record disclosures to indicate that a disclosure has been made and to inform recipients if they become aware of any inaccuracies which may prejudice the rights and freedoms of the data subject or individual, or detrimentally affect them.

4.7 Confidentiality, Security and Retention of Data

Each partner organisation shall at all times keep confidential all personal data supplied pursuant to this protocol. This clause shall survive termination of the protocol or the withdrawal of or removal of any partner. Any publication of data supplied pursuant to this protocol will not identify any individual.

Each partner will take all reasonable steps to adequately protect the data from both a technological and physical point of view, and this includes manual files and transfers of data between partners. The Constabulary will grade the information provided to them, to restrict access, where this is applicable

One of the principles within Data Protection legislation states that excessive data must not be retained. It follows that data must be removed as soon as it is no longer required for the original purpose for which it was supplied or collected. To achieve this, partners are expected to introduce a procedure and nominate a person to conduct reviews at a cycle not exceeding 6 monthly.

4.8 Data Subject Requests

Individuals have the right of access to a copy of all information held about them on computer and manual files – unless an exemption applies where information can be withheld under certain circumstances. Partners will adopt common procedures for dealing with information access requests. See Appendix 6 for procedures on handling requests for individuals' access to information.

4.9 Complaints

Any complaint made will be brought to the attention of the nominated officer of the relevant partner, and they will be dealt with in accordance with their own policies and procedures. Partners will keep each other informed of developments following a complaint received, where relevant.

4.10 Compliance and Good Practice

Any further guidance or codes of practice should be reviewed annually and distributed via the protocol holder for consideration and possible attachment to this protocol.

4.11 Race Relations (Amendment) Act 2000 Impact Statement.

The assessment of relevance and impact of this protocol in relation to the public authorities' general duty under the Race Relations (Amendment) Act 2000 is the individual responsibility of the public sector signatories.

4.12 Publication of Protocol

4.12.1. This Protocol may be published by each of the Signatories in accordance with their respective obligations under the Freedom of Information Act [FoIA] 2000. No section of the protocol is currently classed as 'Closed' under Freedom of Information.

4.12.2. The 'Durant' ruling of the Court of Appeal (Civil Division) in December 2003 has indicated that, in relation to this protocol, data linked to an individual's role, e.g. role title and contact number is not 'personal information'. Therefore the contact details of each Contact and Nominated Officer quoted within Appendix 3 will be published within the protocol under FoIA.

5 INDEMNITY

5.1 By signing up to this protocol, each partner shall be fully indemnified by the other partners in accordance with the following:

The parties hereto are working in partnership in exercising in their functions under the Crime and Disorder Act 1998 ('the Act') and their responsibility for the protection of the public.

1. In particular the parties have agreed this Protocol to facilitate the supply of information as a means of meeting the requirements of the Crime and Disorder Act 1998 and their joint Common Law responsibility for the protection of the public.

2. This Protocol provides guidance on the exchange and use of personal information.
3. 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 Protocol suffers loss as a result of the misuse or inaccuracy of the information and brings an action claim or demand as a consequence thereof.
4. 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 Protocol 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 Protocol arising on or out of the misuse of information provided in accordance with the Protocol. Provided that 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 Protocol.
- (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 such 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 below, the partners accept and will adopt the statements included in this Protocol and the Indemnity, and agree to maintain the specified standards. In addition, the partners will not use, release or otherwise disclose any data whatsoever,

- ◆ For any other secondary use not specified by the Crime and Disorder Act 1998 or by regulations made thereunder; and/or
- ◆ To any organisation which is not a signatory to this protocol.

6 CERTIFICATION – PROTOCOL FOR THE EXCHANGE OF INFORMATION

- By signing below, the partners accept and will adopt the statements included in this Protocol and the indemnity, and agree to maintain the specified standards. In addition, the partners will not use, release or otherwise disclose any data to any organisation which is not a signatory to this protocol, other than that related to the monitoring and funding of the initiative.

Signed on behalf of the

By (name and Role Title).....

Date

7 Revision Information

| Version No | Date of Version | Draft or Amendment. |
|-----------------------|-----------------|--|
| Corporate Version 1.2 | November 2009 | <p>The main driver for this revision was the council and housing changes instigated in Cornwall and Plymouth. A full list of changes are;</p> <p>Section 2.1. Removed - Non signing agencies removed – Age Concern Truro, Harbour Drug & Alcohol Services, Race Equality Council, Share St Austell, & Shelter Redruth. Removed, Not applicable – Broken Rainbow, Mensafe.</p> <p>Section 2.1. Added; Affinity, Council for the Isles of Scilly, North Devon Homes Ltd, Harbour Centre (Plymouth), Sanctuary-Shafesbury H.A., Signpost Housing Assoc., South Devon Rural Housing Association, South Western Housing Association, West Devon Homes Ltd.</p> <p>Section 2.1. Amendments/replacements: Cornwall Council replaced Cornwall County Council and Caradon DC, Carrick, DC, Kerrier DC, North Cornwall DC, & Restomel Borough C, removed. Connexions replaced with Careers South West Limited, Devon PCT replaced with NHS Devon, DIVA/Womens Aid-Penzance changed to West Cornwall Woman’s Aid. Victim Support entries updated to Victim Support in Cornwall and Victim Support in Devon</p> <p>Additions: Council for the Isles of Scilly, Men Safe Sarsen Housing Association Ltd, Tarka Housing Ltd., Tamar Housing Society, Signpost Care Partnerships, and Tor Homes added</p> <p>Section 3.1: Definitions – Definition of Non secure internet link added.</p> <p>Section 4.1: expanded to include very high risk victims who have relocated to Devon & Cornwall to escape abuse.</p> <p>Section 4.5. Legal Powers supporting information sharing under this protocol, moved</p> |

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| | | <p>to Appendix 1 and subsequent subsections renumbered.</p> <p>Appendix 3 : Added – Affinity Sutton Housing, Council for the Isles of Scilly, Harbour Centre (Plymouth), North Devon Homes Ltd, Sanctuary-Shafesbury H.A., Signpost Housing Assoc., South Devon Rural Housing Association, South Western Housing Association, Sovereign Housing Association, Tor Homes, West Devon Homes.</p> <p>Amended – Contact points for D&CC Cornwall BCU, Victim Support in and Victim Support in Devon Devon PCT replaced with NHS Devon, DIVA/Womens Aid-Penzance changed to West Cornwall Woman’s Aid. Victim Support entries updated to Victim Support in Cornwall and Victim Support in Devon.</p> <p>Appendix 4, Section 2. Amended from 48 hrs to read 2 working days</p> |
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APPENDIX 1

Legal Issues

This Protocol is focused on the sharing of information in high-risk cases for use within the MARAC process. Within this process signatories can utilise the conditions within Schedule 2 and 3 of the Data Protection Act and the exemption within Section 29(3) to the Act to make disclosures without consent, where this is required to protect the vital interests of the data subject or others* or where disclosure is necessary for the prevention or detection of crime.

Outside of this high-risk case scenario, information provided by the data subject to the receiving agency would have been deemed to have been provided in confidence. and, where it is necessary to share personal data within the partners, any disclosure should be with the **informed, explicit, written consent of the data subject, or must be capable of being justified as an exception to the general Common Law Duty of Confidentiality* and the Data Protection Act 1998.**

Whilst disclosure with consent must be the overriding aim, where such consent is refused this will not necessarily act as a bar to the disclosure of information. Such disclosures can be made, subject to the legal powers conferred on some of the statutory agencies or the overriding issues of the prevention and detection of crime, safety or public interest. However, any such decision must be made on a case by case basis

Data protection and confidentiality issues surrounding a disclosure will not apply if the consent of the individual has been sought and obtained. A tick box indication without the data subjects signature is not deemed adequate as 'Fair Processing' under Principle 1 of the Data Protection Act 1998. Within the current Domestic Abuse working practices of the Devon & Cornwall Constabulary, the provision of consent is sometimes recorded in a tick box within an electronic record. The Constabulary is currently content with this process as an adequate record to indicate the victims consent to information sharing to reduce the risk of further incidents. However, the remaining principles within the Data Protection Act 1998 must be adhered to by all parties to this agreement.

Legal Powers supporting Information Sharing within this protocol.

1. Information from the Police

1.1. **Data Protection Act 1998** – The conditions required by the Constabulary to process the personal information linked to this protocol are;

Schedule 2: Conditions relevant for the First Principle; Processing of Personal Data.

- 1 With the consent of the data subject.

* see Section 4.3

4. The processing is necessary – (d) for the exercise of any other functions of a public nature exercised in the public interest by any person.
- 6.(1) The processing is necessary for the purposes of legitimate interests pursued by the data controller or by third party or parties to who the data are disclosed, except where processing is unwarranted in any particular case by reason of prejudice to rights and freedoms or legitimate interests of the data subject.

Schedule 3: Conditions Relevant for the First Principle; Processing of Sensitive Personal Data

- 1 With the explicit consent of the data subject.
- 3 The processing is necessary-
 - (a) in order to protect the vital interests of the data subject or another person, in a case where;
 - (i) consent cannot be given by or on behalf of the data subject, or
 - (ii) the data controller cannot be reasonably be expected to obtain the consent of the data subject, or
 - (b) in order to protect the vital interest of another person, in a case where consent by or on behalf of the data subject has been unreasonably withheld.

1.2. **The Code of Practice on the Management of Police Information.** - This code was developed under section 39 and 39a of the Police Act 1996 and enacted in November 2005. The code 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. A full Manual of Guidance on the Management of Police Information supporting the requirements of the code was published in March 2006.

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; and
- e) any duty or responsibility of the police arising from common or statute law.

The code allows the police to disclose police information to other person or bodies where this is reasonable and lawful to do for the policing purposes as set out above. Any sharing of information must comply with the ACPO Guidance on the Management of Police Information 2006 and any protocol, national or local, which may be agreed with the persons or bodies needing to receive the information.

Additionally the Code of Practice sets out obligations on the persons or bodies receiving police information which equate to the detailed standards set out in section 4.1 to 4.10 of this protocol

- 1.3. **Section 115 of Crime and Disorder Act 1998** confers only a power for the Constabulary to disclose information to the Devon & Cornwall Constabulary, the National Probation Service and Health Trusts, not an obligation. **Disclosures cannot be made to the voluntary sector partners – or the non Council Housing Providers under the power of Section 115.** However, within this protocol, disclosures without consent can be made by the statutory authorities under;
- 1.4. **Common Law:** where the public interest outweighs the presumption of confidentiality and where disclosure will preserve public safety and/or prevent or detect crime. In such circumstances regard must be given to the fact that such disclosure amounts to an exception to the general principle of confidentiality and in some cases, statutory obligations under the Data Protection legislation.
- 1.5. **The Human Rights Act 1998 and European Convention of Human Rights:** Article 8 of this convention provides the individual with a right of privacy. However, this does not preclude disclosures under this Protocol which are made in accordance with the law, which are necessary in a democratic society and where they can be justified in the interest of public safety, to prevent crime and disorder and to protect the health, morals, rights and freedoms of others

APPENDIX 2 A

CONSENT FORM (to be produced on Headed Paper of the Partner seeking consent)

Consent for sharing of data held within the [Insert Specific Partner] records

The Partners listed below are working together to reduce the incidence of domestic violence, and to provide multi-agency support to victims of Domestic Violence. The aims of this scheme have been explained to me.

I wish to take support and benefit from this scheme and I have been made aware that I must give my consent for the information, personal to me, to be shared with the following partners where such disclosure is relevant to the aims of the scheme. I therefore consent for information to be shared with the following partner agencies;

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| |

I do not wish information to be provided to any agency listed below

| |
|--|
| |
| |
| |

I,.....hereby openly consent to grant my permission for information relating to incidents of domestic violence, in which I was a victim, to be provided to the above organisations, where such a disclosure will contribute to the aims of the partnership.

I have been made aware that where a statutory power to share information exists certain information may disclosed without my consent.

This agreement complies with the requirement for explicit consent to be given under Schedule 3 of the Data Protection Act 1998.

Signed.....Date.....

APPENDIX 2B

CONSENT FORM – DISCLOSURE TO MEN SAFE PROJECTS (to be produced on Headed Paper of the Partner seeking consent)

Consent for sharing of data held within the [Insert Specific Partner] records

I understand that Men Safe is an organisation which can provide multi-agency support to persons involved in Domestic Violence. The aims of this scheme have been explained to me.

I wish to take support and benefit from this scheme and I have been made aware that I must give my consent for the information, personal to me, to be shared with Men Safe where such disclosure is relevant to the aims of the scheme.

I,.....hereby openly consent to grant my permission for information relating to incidents of domestic violence, in which I was involved, to be provided to the Men Safe, where such a disclosure will contribute to the aims of the partnership.

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 explicit consent to be given under Schedule 3 of the Data Protection Act 1998.

Signed.....Date.....

APPENDIX 3) CONTACT INFORMATION

| Organisation | Post | Address | Tel/Fax |
|-------------------------------|--------------------------|--|--------------------------------------|
| Devon & Cornwall Constabulary | Detective Sergeant | Domestic Violence Unit Cornwall & Isles of Scilly BCU Camborne TR14 8SY | Tel: 01209 613350 |
| | Detective Sergeant | Domestic Violence Unit Cornwall & Isles of Scilly BCU St Austell PL25 4AL | Tel: 01726 222481 |
| | Detective Sergeant | Domestic Violence Unit Cornwall & Isles of Scilly BCU Falmouth TR11 2ES | Tel – 01326 313418 |
| | Detective Sergeant | Domestic Violence Unit Cornwall & Isles of Scilly BCU Launceston PL15 7HY | Tel: 01566 771394 |
| | Detective Inspector | Community Support Unit, Exmouth Rd. Plymouth. | Tel: 01752 284500 |
| | Area Operations Manager: | Devon BCU Paignton Police Station Paignton TQ3 3HQ | Tel: 01803 841255 |
| | Detective Inspector | Devon BCU Public protection unit Hawkins House Pynes Hill Exeter EX2 5SS | Tel: 01392 262201 Fax: |
| Ahimsa | Project Manager | 6, Victoria Place Millbay Road Plymouth PL1 3LP | Tel:01752 213535 Fax:01752 213520 |

| Organisation | Post | Address | Tel/Fax |
|--|--|---|---|
| Affinity Sutton | Head of Housing South West | 8 Shelly Way St Budeaux Plymouth PL5 1QF | Tel: 01752 361049 |
| Careers South West Ltd | Mrs Rona Laity | Pool Ind Est Stewarts Road Pool, Redruth | Tel: 0800 9755111 |
| Carrick Housing | | Carrack House, Pydar Strret Truro TR1 1EB | Tel: |
| Children and Families Court Advisory Service - CAFCASS | Shelagh Malekin | 22 Lemon Street Truro | Tel: 01872 265767 |
| Children And Family Court Advisory Support Service - CAFCASS | | 8 Ford Park Lane Mutley Plymouth PL4 6RR | Tel: 01752 Fax: 01752 |
| Coastline Housing | Head of Housing Services Tenancy Manager | Ferris House Dolcoath Ave, Camborne | Tel: 01209 77429 01209 721103 |
| Cornerstone Housing Association | Chief Executive | 18 Southenhay East Exeter, EX1 1QD | 01392 |
| Cornwall Council – Education | Richard Williams Head of Legal Dept. | 4 th Floor New County Hall Truro TR1 3AY | Tel: 01872 322000 |
| Cornwall Council – Community Safety | D Lockwood Domestic Violence Strategic Coordinator | Room 717 Old County Hall Station Road Truro TR1 3AY | Tel: 01872 232776 |
| Cornwall Council – Children & Family Services | Joan Harris (child) / Sue Coyne (Adult) | Cathedral Close Truro TR1 2TE | Tel: 01872 278533 |
| Cornwall & IOS Primary Care Trust | Terry Ansell | Sedgemoor Centre Priory Road, St Austell | Tel: |
| Cornwall Partnership NHS Trust | Ch Executive – Leslie Buswell | | |

| Organisation | Post | Address | Tel/Fax |
|---|--|---|---|
| Cornwall Woman's Refuge Trust | Rene Chorley Manager | PO BOX 80 Truro TR1 1YZ | Tel: 01872 277814 |
| Council for the Isles of Scilly | Supervising Social Worker, Children's Social Care | Car Thomas Children's Centre St Mary's Isles of Scilly TR21 0PT | Tel: 01720 424040 Fax: 01720 423680 |
| Devon & Cornwall Housing Association | Director of Supported Housing Services | Plymouth Foyer, 12-14 Octagon Street Plymouth PL1 1TU | Tel: 01752 276278/25680 Fax 01752 222057 |
| | Head of Housing | The Mount Paris Street Exeter EX1 2JZ | Tel:01392 814584/ 252566 Fax: 01392 251225 |
| | Regional Housing Manager (Plymouth) | Whitefield House Greenbank, Plymouth, PL4 8NH | Tel: 01752 276038/ 229395 Fax: 01752 226702 |
| | Regional Housing Manager (Exeter) | The Mount Paris Street Exeter EX1 2JZ | Tel:01392 814480/ 252566 Fax: 01392 251225 |
| Devon County Council – Children and Family Services | Localities Manager | George Street Exeter EX 1 DA | Tel: 01392 3884428 Fax: |
| Devon County Council – Children's Services | Anne Whiteley Director | County Hall, Topsham Road, Exeter EX24QD | Tel:01392 382059 Fax: |
| Devon County Council – Adult Services | Jennie Stephens - Director | County Hall, Topsham Road Exeter EX2 4QD | Tel: 01392 384428 Fax: |
| Devon County Council - Education | Director | County Hall, Topsham Road, Exeter EX24QD | Tel:01392 382059 Fax: |

| Organisation | Post | Address | Tel/Fax |
|--|---|--|---|
| Devon Partnership NHS Trust | Directorate Manager | Wonford House Hospital, Dryden Road Exeter EX1 5AF | Tel:01392 687193 Fax: |
| Domestic Violence & Abuse Service South & West Devon | Area Coordinator: Christine McKenna | PO Box 65 Totnes TQ11 OYF | |
| East Devon District Council – Housing | Housing Needs Manager | The Knowle Station Road Sidmouth, Devon EX10 8HL | Tel: 01395 517566 Fax: |
| Exeter City Council – Housing | Housing Needs Manager | Civic Centre Paris Street Exeter EX1 1JN | Tel: 01392 265722 Fax: 01392 265711 |
| Exeter Women's Aid | Manager | PO Box 121 Exeter EX4 2XN | Tel: 01392 667146 Fax: 01392 456096 |
| The Guinness Hermitage | Operations Manager | 7 Hillfield House Matford Court, Sigford Road, , Exeter, EX2 8NL | Tel: 01392 822912 |
| Harbour Centre (Plymouth) | Chief Executive | 9/10 Ermington Terrace, Plymouth, Devon, PL4 6QG | Tel: 01752 Fax: 01752 |
| Hastoe Housing Association | Regional Manager | Fleur de Lis Middlemarsh Street Pundbury Dorchester, DT1 3GX | Tel; 1305 250103 Fax; 01305 250216 |
| Magna Housing Association Ltd | Housing Manager (ASB)Team | Hollands House, Poundbury Rd, Dorchester DT1 1ST | Tel: 01305 216006 Fax: 01305 216099 Secure e.mail; ruth.e.ashdown@magna.cjsm.net |
| Mid Devon District Council – Housing Advice | Homelessness and Housing Advice Officer | Phoenix House Phoenix Lane, Tiverton, Devon EX16 6PP | Tel. Fax |

| Organisation | Post | Address | Tel/Fax |
|---|---|---|---|
| National Probation Service Cornwall | Senior Probation Officer Treatment Manager | Tremovah, Woodlane off Mitchell Hill Truro TR1 1HZ | Tel: 01872 261 293 |
| National Probation Service - Devon & Cornwall Area | Probation Manager | Probation Office 3/5 Barnfield Road, Exeter EX1 1RD | Tel: 01392 421122 |
| National Probation Service – Devon & Cornwall Area | | St. Catherine House 15 Notte Street Plymouth PL1 2TS | Tel: 01752 827500 Fax: 01752 |
| National Probation Service - Devon & Cornwall Area | Probation Service Manager Brydie Bray | Probation Office, Thurlow House Thurlow Road Torquay | |
| NHS Devon | Information Governance Manager | County Hall, Topsham Road, Exeter EX2 4QD | Tel ;01392 267659 Fax 01392 207372 |
| North Devon District Council – Housing Advice | Director | Housing Advice Centre, 25 Boutport Street Barnstaple EX31 1RP | Tel. 01271 325757 Fax: |
| North Devon Homes Ltd | Housing Manager | Westacott Road Barnstaple EX32 8TA | Tel: 01271 312507 |
| North Devon Women's Aid | Manager | PO Box 141 Barnstaple EX32 7YN | Tel:01271 321946 Fax: |
| Northern Devon Health Care Trust | Chief Executive | North Devon District Hospital, Raleigh Park Barnstaple | Tel:01271 322577 Fax |
| Ocean Housing Association | Housing Manager | Stennack House, Stennack Road, Holmbush, St Austell PL25 3SW | Tel: 01726 874450 |
| Penwith Housing Association | Head of Housing | 67 Morrab Road Penzance TR18 2QL | Tel: 01736 331799 Fax 01736 331647 |

| Organisation | Post | Address | Tel/Fax |
|---|--|--|--|
| Penwith Housing Association (cont'd) | Area Business Manager | 1 st Floor 17 Highcross St. St Austell PL25 4AN | Tel: 01726 871918 |
| Plymouth City Council – Adult Social Services | | 9A Dean Hill Plymstock Plymouth PL9 9AF | Tel: 01752 Fax: 01752 |
| Plymouth City Council – Social Services - Children's Division | | Ballard House West Hoe Road Plymouth PL1 3AE | Tel: 01752 308600 Fax: 01752. |
| Plymouth City Council – Housing Services | | Midland House Notte Street Plymouth. PL1 2EJ | Tel: 01752 306733 Fax: 01752 |
| Plymouth Community Housing Association | | 10-12 Granby Way, Devonport, PLYMOUTH PL1 4ab | |
| Plymouth Domestic Abuse Service | | 8 Queen Anne's Terrace, North Hill, Plymouth, PL4 8EG | Tel: 01752 Fax: 01752 |
| Plymouth Hospital NHS Trust | | Operational Support Team, Level 7, Derriford Hospital Derriford, Plymouth PL6 8DH | |
| Plymouth Primary Care Trust | | Mount Gould Hospital River View, Mount Gould Road Mount Gould Plymouth PL4 7QD | |
| Riviera Housing Trust | Neighbourhood Team Leader Neighbourhood Manager (5) | Woodview House Torbay Business Park Woodview Road Paignton TQ4 7HP | Tel: 01803 696123 Fax: 01803 696101 |

| Organisation | Post | Address | Tel/Fax |
|---|-------------------------------|---|---|
| Royal Cornwall Hospitals NHS Trust | Chairman | Bedruthan House, Truro, TR1 3LJ | Tel: 01872 25000 |
| Royal Devon & Exeter NHS Foundation Trust | Joint Medical Director | Royal Devon & Exeter Hospital (Wonford) Barrack Road, Exeter, EX2 5DW | Tel: 01392 403919 Fax: 01392 403911 |
| Sanctuary Shaftesbury Housing Association | Tenancy Enforcement Officer | Estuary House Peninsula Park, Rydon Lane, Exeter, EX2 7XE | Tel: 0800 0839283. Fax: 01454 777948 |
| Sarsen Housing Association | Anti Social Behaviour Officer | Sarsen Court Cannings Hill, Devizes SN10 2AZ | Tel: 01380 720027 Fax: 01380 735400 |
| Signpost Housing Association & Signpost Care Partnerships | Housing Services Manager | Hawthorn House Emperor Way Exeter Business Park Exeter EX1 3QS | Tel: 01392 361122 Fax: 01392 361124 |
| South Devon Healthcare Trust | Midwife Team Leader | Singer Team Midwives Office, 15 Church Street Paignton | |
| South Devon Rural Housing Association | Housing Manager | Folder Lane House Dartington Totnes TQ9 6HT | Tel 01803 863550 Fax: 01803 863685 |
| South Western Housing Association | Housing Manager | 504 Worle Parkway Worle Western Super Mare BS22 6WA | Tel: 0194 529990 |
| Sovereign Housing Association Sovereign South+West | Housing Operations Manager | Abbey House, North Road West PLYMOUTH PL1 5DH | Tel: 01752 234468 Fax. 01752 234485 |
| Southwestern Housing Society | Contract Manager | 504 Worle Parkway, Worle, Western-super-Mare BS22 6WA | Tel: 01934 529990 Fax:001934 522157 |

| Organisation | Post | Address | Tel/Fax |
|-----------------------------|---|--|--|
| Stonham Housing Association | Operations Manager | Devon County Area Office, 4 Southernhay West, Exeter EX1 1JG | Tel: 01392 431212 Fax: 01392 426621 |
| | Operations Manager | Cornwall Area Office, 1 st Floor, 17 High Cross Street, St Austell PL25 4AN | Tel: 01726 75544 Fax: 01726 75566 |
| Tamar Housing Society | Housing Director | Belgrave House 73 Mutley Plain Plymouth PL4 6JJ | Tel: 01752 389122 |
| Tarka Housing Ltd | Housing Services Manager Head of Customer & Community Services | Gammaton Rd, East of the Water, Bideford, EX39 4FG | Tel 01237 428090 |
| Teign Housing | Anti-Social Behaviour Officer [Plus] Customer Services Manager. | PO Box 348, Newton Abbot TQ12 4ZW | Tel: 01626 215355 Fax: 01626 215316 |
| Torbay Care Trust | Information Governance Manager | Bay House, Nicholson Road, Torquay TQ2 7TD | Tel: 01803 210500 Fax: 01803 210599 |
| Torbay Council – Housing | Housing Services Manager: Julie Sharland | Torbay Council, Pearl Assurance House, Union Street Torquay | |
| Torbay Education Authority | Principle Education Welfare Officer: Ali Matthews | Education Welfare Service, The Rotunda, Oldway Mansion, Paignton | |

| Organisation | Post | Address | Tel/Fax |
|---|---|---|---|
| Tor Homes | Tenancy Enforcement Manager | Tor House, St Peter's Quay, Totnes, TQ9 5SH | Tel: 01803 869663 Fax: 01803 869636 |
| Torrige District Council – Housing | Director | Town Hall Bridge Chambers Bideford EX39 | Tel: 01237 428700 Fax |
| Victim Support in Cornwall | Senior Community Service Manager | Carnon Building, Wilson Way, Pool, Cornwall, TR15 3RS | Tel: 0845 0567 999 Secure Email: cornwall.vsreferrals@victimsupport.cjsm.net |
| Victim Support in Devon. | Senior Community Service Manager | Oak Place, Devon Square, Newton Abbot TQ12 2EX | Tel: 0845 6761020 Secure Email: ref.errals@victimsupport.cjsm.net |
| West Cornwall Woman's Aid | General Manager | West Cornwall Womens Aid, PO BOX 94 Penzance TR18 2XP | Tel: 01736 367543 |
| Westcountry Housing Association | | Hatfield House Hatfield Road Torquay TQ1 3HF | Tel: 01803 |
| West Devon Borough Council | Corporate Director | Kilworthy Park, Drake Road, Tavistock, PL19 0BZ | Tel: 01822 813600 Fax: 01822 813634 |
| West Devon Homes Ltd | Housing Services Manager Neighbourhoods and Communities Co_ordinator | The Quay, Plymouth Road, Tavistock, PL19 8AB | Tel; 01822 813770 |
| Women's Rape and Sexual Abuse Centre Cornwall – WRSAC | Director | P.O. Box 39, BODMIN, PL31 1XF | Tel; 01208 76466 |

APPENDIX 4

THE WORKING PRACTICE AGREEMENT FOR DEALING WITH DOMESTIC VIOLENCE.

1. Disclosure via end-to-end secure email will be the preferred method of the delivery of the requested information. Fax to a secure listed fax number can be used where secure email is not available. This will ensure that accurate information is passed direct to the requesting xxx, and that an audit trail is established.
2. The Signatories should respond to formal requests for Disclosure of Personal Data within two working days of receipt of the request. However, it is acknowledged that there may be occasions when the Disclosure is required more urgently.
3. Disclosures at Meetings:
 - 3.1 Signatories who anticipate making Disclosures at meetings should ensure they are empowered to do so and that such Disclosures are permitted by all relevant legislation
 - 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 making disclosures at meetings should clarify all issues reasonably relevant to any intended Disclosure, to include without limitation confidentiality issues and powers to make the Disclosure, prior to the commencement of the relevant meeting.

Appendix 5: Letters used within the Plymouth Area Domestic Violence Reduction Scheme.

Appendix 5a: example victim letter

Detective Sergeant 4514 M. Johns
Domestic Violence Unit
Community Support Unit
Devonport Police Station
Plymouth PL1 4QH

08452 777444

01752 284509

Abbi, Claire or Nicky

Dear ,

Domestic abuse is a crime that can include assault, sexual assault, harassment, injury and damage to property. It is a crime that the police treat seriously. It is our policy to arrest the offender where possible.

Since the recent police incident, we have identified you as at 'very high risk' of becoming a victim again and our concerns are such for your safety that your name will be put forward as part of a Multi-Agency Risk Assessment Conference. The purpose of this conference is for the professionals to meet to address any issues in relation to your safety and that of any children or vulnerable persons in your household.

Present at these meetings will be other selected agencies, including Womans Aid, that can assist in your safety and well being. This sharing of information between agencies will be in confidence. This is done so that we can provide full support. Some services that may be beneficial to you include the installation of a panic alarm, housing issues and welfare support from various organisations. This meeting will be held on().

If you do not wish information regarding your case to be shared with any particular agency, or if there are any issues or concerns that could be brought up on your behalf, then please contact the Domestic Abuse co-ordinator on **01392-451633**. We will do all that we can to protect you and to prevent any further incidents.

In your case, if you are required to attend court you may be deemed a vulnerable and intimidated witness and can be afforded Special Measures. The investigating Police Officer on your behalf can apply to the court for Special Measures i.e. video live link and screens. These measures mean that you do not have to face your assailant in court.

We work with many local organisations that may also be able to provide you with help and advice. I am enclosing a list of useful telephone numbers with details of some of these groups. If you are thinking of taking legal action, your solicitor may find a copy of this letter helpful in your case.

Yours sincerely

Detective Sergeant M. Johns
Community Support Unit

Useful Contact Numbers:-

Victim Support - 0845 6761020
Women's Aid - 0800 0852272
SSD -
Domestic Violence Officers - 01752 284509
National Male Advice Help Line – 0808 801 0327

Appendix 5b: Example letter to perpetrator

To

Detective Sergeant 4514 Johns
Domestic Violence Unit
Community Support Unit
Devonport Police Station
Plymouth PL1 4QH

01392

08452

777444

Dear

After the police visit on the (), I am writing to let you know about our scheme to help prevent further domestic violence.

Domestic violence is a crime that can include assault, sexual assault, harassment, injury, and damage to property. It is a crime that the police treat seriously.

The police have devised a set of responses designed to help prevent further occurrences. These responses are aimed at protecting the victim and taking action against the offender. These responses can include Police Watches when police regularly patrol your home area.

Be warned that it is also our policy to arrest the offender whenever possible. This can result in charges and a court appearance.

Yours sincerely

Detective Sergeant M. Johns
Community Support Unit

APPENDIX 6

Individuals' Rights of Access – Procedures for Handling Requests for Access to Information - (Subject Access)

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.