

**COLLABORATIVE  
INFORMATION SHARING AGREEMENT (ISA)**

**BETWEEN**

States of Jersey Police

**AND**

The Attorney General

## SUMMARY SHEET

<b>ISA Ref:</b>	12		
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<b>PURPOSE</b>	The States of Jersey Police Force (Jersey) Law 2012 stipulates that the Chief Officer and the Attorney General must, by agreement, establish appropriate arrangements for the exchange of information between the States of Jersey Police and the twelve Parish Honorary Police Forces. The purpose of this agreement is to formalise and facilitate the efficient exchange of information, and further develop partnership working between the said organisations / signatories
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<b>PARTNERS</b>	States of Jersey Police (SOJP)  Attorney General (AG) (following consultation with the Comité des Connétables and the Comité de Chefs de Police in accordance with Article 21 States of Jersey Police Force Law 2012)
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<b>Date Agreement established:</b>	
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<b>Date of Agreement Review:</b>	Annually
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<b>Agreement Owner:</b>	Both partners / signatories
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<b>Agreement drawn up by:</b>	Third partyThird partyThird partyThird partyThird partyThird partyThird partyThird party Third partyThird partyThird partyThird partyThird partyThird partyThird partyThird party Third partyThird partyThird partyThird partyThird partyThird partyThird partyThird party
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Version No.	Date	Amendments Made	Authorisation
1	15.10.18		
7	12.12.18	Third partyThird partyThird partyThird party Third partyThird partyThird partyThird party	Attorney General

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## **1. INTRODUCTION**

- 1.1 This agreement is designed to support our partnership approach and to complement existing working practices.
- 1.2 This agreement provides for an efficient and effective working relationship, outlining where necessary areas of responsibility and accountability and with the overall aim of further enhancing our ability to effectively police the island.
- 1.2 In adopting this partnership approach it is important that the policies/practices of the partners involved complement each other to ensure that any action taken is appropriate, necessary, proportionate and consistently applied. It does not take precedence over any legislation.
- 1.4 This agreement identifies the legal basis and methods of sharing information between the partners. It is intended to provide only an overview of how and when information is shared. Where appropriate, further detail or specific additional memoranda of understanding are attached as appendices.
- 1.5 This agreement extends to the activities of not only States of Jersey Police, and Honorary Police Officers, but also to paid or unpaid administrative staff working on their behalf including Parish Secretaries.

## **2. PARTNER(S)**

- 2.1 This agreement is between the following partners:

The Chief Officer, on behalf of the States of Jersey Police

and

The Attorney General, following consultation with the Comité des Connétables and the Comité de Chefs de Police in accordance with Article 21 States of Jersey Police Force Law 2012.

## **3. LEGAL BASIS**

The sharing of information will be conducted within the legal framework of the Data Protection (Jersey) Law 2018, the Freedom of Information (Jersey) Law 2011 and the Human Rights (Jersey) Law 2000. It is important that partner agencies identify the legal basis that enables them to share personal information. At the time of preparing this agreement the following appropriate legal gateways have been identified, though partner agencies may be aware of others.

### **3.1 States of Jersey Police Force Law 2012**

Article 21 of the States of Jersey Police Force Law 2012 states:

- (1) The Chief Officer and the Attorney General must, by agreement, establish appropriate arrangements –
  - (a) For the exchange of information between the States Police Force and the Honorary Police; and

- (b) For the Force to work in partnership with the Honorary Police

Following consultation with the Comité des Connétables and the Comité des Chefs de Police it has been agreed to establish the arrangements set out in this Agreement.

**3.2 Honorary Police Force (Jersey) Law 1974, States of Jersey Police Force Law 2012, and the Police Procedures and Criminal Evidence (Jersey) Law 2003**

SOJP and Honorary Police have express and implied powers to share information. These arise from customary law and from statute, including Article 2 of the Honorary Police (Jersey) Law 1974 and Article 16 of the States of Jersey Police Force Law 2012. Police officers have a duty to cause the peace to be kept, prevent offences and to take all such lawful measures as may be necessary for the purposes of bringing offenders with all due speed to justice.

**3.3 Policing Powers**

A legal basis to share information exists under customary law for Honorary Police Officers and under statute for the States of Jersey Police Force. In particular, to protect life and property, preserve order, prevent the commission of offences, bring offenders to justice, and any other duty or responsibility of the police arising from customary or statute law.

**3.4 Police (Honorary Police Complaints and Discipline Procedure) (Jersey) Regulations 2000**

Complaints against Honorary Police Officers are investigated by the SOJP Professional Standards Department at the request of the Attorney General and/or Parish Connétable. The investigation of complaints by members of the public may be supervised by members of the JPCA.

**3.5 Health and Safety At Work (Jersey) Law 1989 and Protection of life**

The SoJP have a statutory duty to ensure that, as far as is reasonably practicable, their officers are not exposed to risks to their health and safety and the Honorary Police have a customary duty to protect life and accordingly, information relevant to that purpose is to be shared.

**3.6 Inquests and Post-Mortem Examinations (Jersey) Law 1995 and Inquests and Post-Mortem Examinations Rules 1995**

SOJP has a statutory duty to notify the Duty Centenier of the parish in which a death has occurred and, in respect of seeking authorisation for the removal of the body to the mortuary (such power delegated by custom by the Deputy Viscount to the Centenier), if the Duty Centenier is unavailable, then the SOJP Duty Officer can authorise the said removal on their behalf (save where custom and practice provides that the Centenier must be present).

**4. PARTNERSHIP WORKING**

Information is shared in a number of different ways; the broad areas of partnership covered by this agreement are as follows – As provided at paragraph 1.4, there are separate memoranda of understanding that are applicable:

- Criminal Justice Processes
- Information and Intelligence
- Safeguarding

- Operational policing matters
- Complaints against Police
- Honorary Police Training
- Information Security and Vetting

#### **4.1 Criminal Justice Processes**

##### **Charging arrangements**

- 4.1.1 The SOJP undertake to provide the respective Parish Centeniers with all relevant evidence to support any proposed charge. This will include but is not limited to, the Police Report, Notice to Prosecutor, witness statements, expert evidence, antecedents etc.
- 4.1.2 Where the suspect is not kept in custody, the SOJP undertake to supply the above information to the Parish via secure means, in order for the suspect to attend a Parish Hall for charge via the fast track system.
- 4.1.3 Where a Centenier attends at the police station to charge a suspect, he or she will receive the documentation at that time.

**Police National Computer (PNC) and Process** (Non PNC recordable offences e.g. motoring, minor public order etc)

- 4.1.4 SOJP undertake to supply all relevant information for any Parish Hall Enquiry (PHE). This will include a recommendation for disposal of the case.
- 4.1.5 On completion of the PHE, save in exceptional circumstances, the Honorary Police undertake to supply details of the outcome within 24 normal office hours, which result will be subsequently recorded on the relevant SOJP system.

##### **Post Charge**

- 4.1.6 Both the SOJP and Honorary Police agree to support one another after charge.

#### **4.2 Information and Intelligence**

- 4.2.1 States of Jersey Police Force Intelligence Bureau (FIB) has a dedicated Single Point of Contact (SPOC) that will meet and liaise with the Honorary Police on a regular basis. Contact is made through the Local Intelligence Officer (LIO) and is not limited to intelligence dissemination or information sharing.
- 4.2.2 Through the LIO, the FIB will disseminate intelligence to the relevant parish once it has been processed and risk assessed. This is sent via secure means and will only be sent to the specific parish to which the intelligence relates. Handling requirements and results are also attached. This dissemination may only be for policing purposes, and not further processed in any manner incompatible with these purposes.
- 4.2.3 A monthly Honorary Police tasking meeting is held with representatives of all Parishes at the police station. This meeting is chaired by the LIO and provides an update on



policing priorities, hotspots, current Prolific and / or Priority Offenders, officer safety warnings etc. The information shared at this meeting is for a policing purpose.

- 4.2.4 Regular requests are made of the LIO by the Honorary Police. These are for general policing matters and include both vehicle and person checks for information held on both the SOJP and PNC databases. These are all documented and auditable. These checks will only be made for a policing purpose.

#### **4.3 Safeguarding**

Information sharing and decision making processes in respect to safeguarding arrangements are governed by the below arrangements, to which both the SOJP and the Honorary Police are signatories:

- Jersey Multi-Agency Public Protection Arrangements (JMAPPA)
- Jersey Multi-Agency Risk Assessment Conference procedures (MARAC), and
- Multi-Agency Safeguarding Hub (MASH)

There may be limited occasions when safeguarding concerns falling outside of the above arrangements will be subject to the consideration of a Public Interest Disclosure under the Data Protection (Jersey) Law 2018.

#### **4.4 Operational Policing matters**

##### **Requests for Service from the Public**

- 4.4.1 Members of the public who require a police service are at liberty to contact either the Parish Honorary Police or the SOJP. When the former occurs, attendance is at the discretion of the Duty Centenier of the relevant Parish.

However, where a member of the Honorary Police on investigating any occurrence has cause to believe that any Scheduled Offence (as listed in Appendix 1) has been or is about to be committed, the member of the Honorary Police shall immediately request the assistance of the SOJP.

- 4.4.2 Subject to any exceptional sensitivities (including for the avoidance of doubt urgent searches of premises, eg, for controlled drugs) pertaining at the time, SOJP shall inform a Chef de Police daily of the details of any event in their Parish which required action by the SOJP.
- 4.4.3 The Chef de Police of each Parish shall inform the SOJP as soon as practicable of the details of any event in their Parish which required action by the Honorary Police.
- 4.4.4 For all other requests for service, the SOJP will assess whether, in the context of the incident, the time of day, and the availability of the Honorary Police, a response from the respective parish or parishes would be appropriate.
- 4.4.5 The SOJP should provide the first response in the following cases (not a definitive list):
- Where there is an immediate threat to public safety
  - Where injuries are involved
  - Where there are safeguarding issues involved
  - Where specialist skills are likely to be required
  - Where there are unusual political or media sensitivities

Notwithstanding that a SOJP unit has been deployed to an incident, the control room should in addition, if Honorary Officers are available in the appropriate parish, consider the deployment of an Honorary Police unit to provide back-up or support, for example in the case of missing persons where one or more parishes may be requested to assist in related enquiries and or subsequent search.

- 4.4.6 If Honorary officers are available in the appropriate parish then the SOJP control room may request they attend by way of a first response in respect of appropriate incidents which could include the following (not a definitive or exhaustive list):

- Neighbour disputes
- Noisy parties
- Minor public disorder
- Loose or escaped animals
- Non-injury road traffic collisions

SOJP control room staff will make a decision about the appropriate response and ensure that the caller is aware of the nature of the response. In the case of Honorary Police response, the control room will contact the relevant Duty Centenier or senior officer and provide the necessary detail.

- 4.4.7 The Honorary Police undertake to advise the SOJP control room of their operational availability including, in particular, when the officer(s) on duty goes off duty.

- 4.4.8 On receipt of a request for assistance from the SOJP, the Honorary Officer(s) will give an assessment of the capability of the parish(s) to attend the particular call. If it is agreed that they will attend, they will:

- Attend the incident as soon as practicable or at an agreed time
- Report arrival to the SOJP control room
- Form an initial assessment. If the incident is more serious than originally thought, the SOJP control room will be informed
- Report the outcome to the SOJP control room who will arrange for any follow up as necessary
- Submit all relevant reports within a reasonable time

- 4.4.9 All Honorary Officers are ultimately accountable for their performance and conduct to the Attorney General. SOJP Officers are accountable to the Chief Officer within the terms of the relevant law (see paragraph 3.4 in respect to complaints).

- 4.4.10 The officer in charge of the control room is responsible for maintaining a full audit trail of reported incidents from the receipt of the initial information to the point at which a result is recorded, including ensuring that where the Honorary Police have been deployed, this fact is recorded on the relevant incident file.

- 4.4.11 Where an incident is reported directly to the Honorary Police and an officer attends, where appropriate they will provide details to the SOJP Control Room who will create an incident log for recording / audit purposes.



### **Sudden deaths**

- 4.4.12 Refer to 3.6 above. In accordance with the Inquests and Post Mortem Examinations (Jersey) Law and Rules 1995, the SOJP shall notify the Duty Centenier of the parish in which a death has occurred and, in respect of seeking authorisation for the removal of the body to the mortuary (power delegated by custom by the Deputy Viscount to the Centenier), if the Duty Centenier is unavailable, then the SOJP Duty Officer can authorise the said removal on their behalf (save where custom and practice provides that the Centenier must be present).

### **Events Policing**

- 4.4.13 Subject to the jurisdictional constraints of the Honorary Police (Jersey) Law 1974, the signatories agree to support one another in the policing of the Islands events and to participate in the Bailiff's Panel as and when required.
- 4.4.14 All events requiring the attendance of both the SOJP and Honorary Police will be managed as appropriate, working jointly together providing mutual co-operation.

### **Emergency Planning and Response**

- 4.4.15 Subject to the jurisdictional constraints of the Honorary Police (Jersey) Law 1974, the signatories agree to support one another in the response to Island Emergencies and Critical Incidents whilst accepting that the SOJP generally have the primary responsibility in such scenarios.
- 4.4.16 Both organisations are represented at the Joint Emergency Services Interoperability Services Tactical Group.

### **4.5 Complaints against Police**

See 3.4 above. Nothing in the above order prevents Honorary Police members seeking advice and guidance from SOJP Professional Standards Staff, should they feel the need to do so.

### **4.6 Honorary Police Training**

The SOJP agrees to support the delivery of an Honorary Police training programme. Such a programme will be subject to the other commitments of both the SOJP training team and Honorary Police and will be discussed and agreed with as much advance notice as possible. Training will be delivered in accordance with the established 'charging' regime.

## **5. Review**

- 5.1 Review is an essential part of any Information Sharing Agreement. The aim is to ensure that the agreement is achieving its original purpose and the actual process of sharing is operationally smooth. The Information Management Department of the SOJP will be responsible for ensuring that a review of the Agreement will be conducted annually or at the request of either party.

**5.2 Stage 1- Is the agreement useful and fit for purpose?**

A review provides an opportunity to consider if the agreement is useful and relevant. If it is no longer required it should be terminated with the agreement of the partners.

**5.3 Stage 2- Has the review identified any emerging issues or legal changes?**

The review may identify a need for adjustment to reflect changes. These need to be approved by each partner and recorded accordingly.

**5.4 Stage 3- Extending or terminating this agreement**

5.4.1 Any decision should be recorded, with reasons for a particular course of action.

5.4.2 In the event of a termination this must be communicated in writing to each partner.

5.4.3 Each partner shall ensure that all parties to and affected by the agreement are informed of its termination, and ensure that data does not continue to be exchanged.

**6. INFORMATION SECURITY**

6.1 The Parties agree to apply appropriate security measures in accordance with the Sixth Data Protection Principle which states that "appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction or damage to personal data".

6.2 Centeniers will be subject to Non-Police Personnel Vetting, Level 2. This includes the prospective or serving officer and everyone living at the same address (including, but not limited to, spouse/partner, children over the age of 10 and lodgers). Any change in circumstances will be communicated within 28 days of the change. Vingteniers and Constables Officers will be subject to personal vetting checks only. The Attorney General will address any Honorary Police vetting concerns.

6.3 Each partner agency agrees to take positive action to manage any data breach, including any loss of personal data shared pursuant to this agreement. Immediate steps should be taken to identify the breach and take remedial action. The partner agency suffering such a breach should immediately inform the other partner where the breach involves personal data shared pursuant to this agreement and to discuss any approach to the Information Commissioner, who expects to be informed of significant data breaches. Consideration should be given to notifying any affected data subject.

6.4 Each partner agrees that any disclosure of information by an officer, employee or volunteer, which is made in bad faith or for motives for personal gain, will be the subject of an investigation and be treated as a serious matter. Each partner will be accountable for any misuse of the information supplied to it and the consequences of such misuse by its officers, employees or contractors.

## **7. POLICIES AND PROCEDURES**

- 7.1 Each partner must adhere to its own information and security policy which must be compatible with the other partner.
- 7.2 Personal data shall be processed in accordance with the rights of data subjects under the Data Protection (Jersey) Law 2018. Partners will respond to any notice from the Information Commissioner that imposes requirements to cease or change the way in which data is processed.
- 7.3 Each Parish is responsible for responding appropriately to Subject Access or Freedom of Information Requests addressed to them. Prior to release of any such information to a data subject or member of the public, the partner agency who originally supplied the information should be consulted, as an exemption may need to be considered.
- 7.4 Data subjects have the right to object to processing. How the data subject makes such objections should be detailed in the relevant Privacy Notice. It is the responsibility of the SoJP and the Parishes to produce and maintain their own Privacy Notice.

## **8. RETENTION**

Any information shared under this agreement must be retained or securely disposed of in accordance with rules provided in the Management of Police Information Guidelines. (See Appendix 2)

## **9. DISCLAIMER**

The partner who originally supplied the information (data provider) disclaims all liability to the partner who received the information (data recipient) in connection with the data recipient's use of data supplied under this agreement and shall not, under any circumstances, be responsible for any special, indirect or consequential loss or damage arising from the use of the data by the data recipient.

## **10. RESPONSIBILITIES OF RECEIVING ORGANISATION**

- 10.1 It is acknowledged that the SoJP and the parishes are data controllers for the purposes of the Data Protection (Jersey) Law 2018.
- 10.2 For the avoidance of doubt, the partners are not joint data controllers. Information shared becomes the responsibility of the data recipient (the partner receiving the information). There is a clear expectation that the data recipient will manage the information received in accordance with the duties of a data controller, and therefore be responsible for compliance with the principles of the Data Protection (Jersey) Law 2018.
- 10.3 The Honorary Police process personal data on behalf of their respective parish, and therefore it is the relevant parish that is to be regarded as the data controller.

## **11. SINGLE POINT(S) OF CONTACT (SPOC)**

- 11.1 The SPOC appointed under 11.3 and 11.4 is a manager of sufficient standing with a co-ordinating and authorising role.

11.2 The specific responsibilities of the SPOC are to ensure:

- compliance with this agreement and the procedures outlined in the appendices to this agreement;
- information exchanged is kept secure and confidentiality is maintained as appropriate;
- Professional, ethical standards are maintained;
- The Data Protection Principles are upheld;
- Appropriate staff training is provided in respect of this agreement and the use of the equipment;
- Adequate arrangements exist to test adherence to the agreement.

11.3 **Honorary Police Single Point of Contact (SPOC):**

Chef de Police of the relevant Parish.

11.3.1 The Connétable who appoints the Chef de Police of the relevant Parish will inform the Partners in writing of any change to the SPOC. Regulation 6(4) of the Honorary Police (Jersey) Regulations 2005 requires the Connétable to inform the Attorney General of the appointment of a Chef de Police. That letter can be copied to the SoJP SPOC and is effective notification of the change to the SPOC for the purposes of this agreement.

11.4 **States of Jersey Police Single Point of Contact (SPOC)**

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11.4.1 The SOJP signatory to this agreement will inform the Partners in writing of any change to the SPOC.



## 12. SIGNATURES

- 12.1 By signing this agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself is sufficient to meet the purposes of this agreement and compliance with all relevant legislation.
- 12.2 It is the responsibility of the Connétable of the relevant parish and the SoJP signatory to this agreement to appoint appropriate SPOCs to manage the performance of this agreement.
- 12.3 **Authorised Signatory for the Honorary Police**

**Name:** Robert MacRae

**Position:** Attorney General

**Signature:**

**Date:**

20/12/18

## 12.4 **Authorised Signatory for States of Jersey Police:**

**Name:**

Third partyThird partyThird party  
Third partyThird partyThird party  
Third partyThird partyThird party

**Position:** Acting Deputy Chief Officer

**Signature:**

**Date:**

04/01/19.

## **APPENDIX 1 - SCHEDULED OFFENCES**

### **PART 1 – CUSTOMARY LAW OFFENCES**

1. Abduction
2. Abortion
3. Affray
4. Arson
5. Assaults of every description, except minor common assaults.
6. Bigamy
7. Blackmail and cognate offences
8. Breaking and entering with intent; illegal entry with intent
9. Breaking prison
10. Concealment of birth.
11. Conspiracy
12. Frauds of all kinds (e.g. embezzlement, false pretences, forgery, falsification of accounts etc.)
13. Homicide of every description
14. Inciting to commit crime
15. Kidnapping
16. Larceny of every description, except of a trivial nature.
17. Libel
18. Malicious damage, except damage of a trivial nature.
19. Obscene publications
20. Offences within the exclusive jurisdiction of Her Majesty
21. Perjury and similar offences
22. Perversion of the course of justice
23. Receiving, hiding or withholding stolen property
24. Robbery
25. Sexual offences of all kinds



## PART 2 – STATUTORY OFFENCES

Offences under the following enactments: –

1. Animal Welfare (Jersey) Law 2004
2. Aviation Security (Jersey) Order 1993
3. Banking Business (Jersey) Law 1991
4. Children (Jersey) Law 2002
5. Civil Aviation Act 1949 (Channel Islands) Order 1953
6. Civil Aviation Act 1971 (Channel Islands) Order 1972
7. Control of Borrowing (Jersey) Law 1947
8. Control of Housing and Work (Jersey) Law 2012, Part 7, to the extent that it applies to non-resident traders
9. Cremation (Jersey) Law 1953
10. Crime (Disorderly Conduct and Harassment) (Jersey) Law 2008
11. Criminal Hoaxes (Jersey) Law 2000
12. Currency Offences (Jersey) Law 1952
13. Customs & Excise (Jersey) Law 1999
14. Decimal Currency (Jersey) Law 1971
15. Diseases of Animals (Jersey) Law 1956, Article 38(2)
16. Diseases of Animals (Rabies) (Importation of Mammals) (Jersey) Order 2011
17. Droit Criminel, Loi (1895) modifiant le
18. Exchange Control Act 1947 (Channel Islands) Order 1947
19. Explosives – Loi (1884) sur les Matières Explosives
20. Explosives (Jersey) Law 1970
21. Fire Service (Jersey) Law 2011
22. Firearms (Jersey) Law 2000
23. Gambling (Jersey) Law 2012
24. Geneva Conventions Act (Jersey) Order, 1966
25. Genocide (Jersey) Law 1969
26. Immigration (Jersey) Order 1993
27. Income Support (Jersey) Law 2007
28. Intellectual Property (Unregistered Rights) (Jersey) Law 2011
29. Intellectual Property (Unregistered Rights) (Jersey) Law 2011
30. Investors (Prevention of Fraud) (Jersey) Law 1967

31. Licensed Premises (Exclusion of Certain Persons) Jersey Law 1998
32. Licensing (Jersey) Law 1974, Article 84
33. Liquid Fuel, Control of, (Jersey) Regulations 1974
34. Mental Health (Jersey) Law 1969, Articles 36, 37 and 38.
35. Merchandise Marks (Jersey) Law 1958
36. Merchant Shipping Acts
37. Milk (Sale to Special Classes) (Jersey) Regulations 1974
38. Misuse of Drugs (Jersey) Law 1978
39. Motor Traffic (Jersey) Law 1935, Article 40
40. Motor Traffic (Third Party Insurance) (Jersey) Law 1948, Article 18.
41. Motor Vehicle Registration (Jersey) Law 1993, Part IV
42. Official Secrets (Jersey) Law 1952
43. Patents (Jersey) Law 1957
44. Places of Refreshment (Jersey) Law 1967, Article 16.
45. Postal Services (Jersey) Law 2004
46. Printed Papers (Jersey) Law 1954
47. Prison (Jersey) Law 1957
48. Proceeds of Crime (Cash Seizure) (Jersey) Law 2008
49. Proceeds of Crime (Jersey) Law 1999
50. Proceeds of Crime and Terrorism (Miscellaneous Provisions) (Jersey) Law 2014
51. Protection of Children (Jersey) Law 1994
52. Rassemblements Tumultueux, Loi sur les, 1797
53. Registered Designs (Jersey) Law 1957
54. Restriction of Offensive Weapons (Jersey) Law 1960
55. Road Traffic (Jersey) Law 1956, Articles 18(1), 22 – 26B, 27, 28, 53 and 54(2)
56. Sea Fisheries (Jersey) Law 1994
57. Sea Fisheries (Licensing of Fishing Boats) (Jersey) Regulations 2003
58. Sea Fisheries (Log books & Landing Declarations) (Jersey) Regulations 2007
59. Sea Fisheries (Trawling, Netting & Dredging) (Jersey) Regulations 2001
60. Sea Fisheries Act 1968, Sea Fisheries (Channel Islands) Order 1973
61. Sex Offenders (Jersey) Law 2010
62. Sexual Offences (Jersey) Law 2007
63. Social Security (Jersey) Law 1974
64. Telecommunications (Jersey) Law 2002
65. Tokyo Convention Act 1967 (Jersey) Order 1969
66. Trade Marks (Jersey) Law 2000

## Appendix 2 - Management of Police Information (MoPI)

### Review Schedule (Jersey)

Review Group	Offence/Record Type	Action	Rationale
<b>Group 1</b>			
Public protection matters	1. MAPPA managed offenders  2. Jersey equivalent of Serious offences as specified in Criminal Justice Act 2003  3. Potentially Dangerous people.	Retain until subject has reached 100 years of age.  Review every 10 years to ensure adequacy and necessity	This category poses the highest possible risk of harm to the public.
<b>Group 2</b>			
Other sexual and violent offences.	Jersey equivalent of Sexual offences listed in Schedule 3 of Sexual Offences Act 2003.  Violent offences specified in the UK Home Office counting rules for recorded crime/National Crime recording Standard.  Also includes other specified offences that are not serious offences as defined in the Criminal Justice Act 2000 or Jersey equivalent. Other serious offences are recorded as such on the Police National Legal Data base.	Review after an initial 10 year clear period.  If subject is deemed to pose a high risk of harm, retain and review after 10 year clear period.	National retention Assessment Criteria. (MoPI 2 <sup>nd</sup> edition)
<b>Group 3</b>			
All other offences	All other offences	Retain for initial 5 year clear period.  Either review and risk assess every 5 years or <b>carry out time based disposal based on force policy</b>	Lower risk of harm.  Forces must balance the risk posed by this group with the burden of reviewing.

### Review Schedule Continued

Review Group	Offence/Record Type	Action	Rationale
<b>Group 4</b>			
Undetected Crime	Serious specified Offences	Retain records for 100 years from the date the crime was reported to police.	Risk of Harm
	Other offences	A minimum of 5 years	
CRB disclosures.	Information disclosed under Part 5 of the Police Act 1997	Retain for 10 years from the date of request	Proportionate to detail held
Intelligence products.	Target profiles. Association Diagrams.	Review according to crime type as outlined in categories 1-3	
Missing persons	Resolved	Retain for minimum of 5 years.  Dispose of if this period has been clear and there are no further indicators of risk.	Proportionate
	Unresolved	Retain until resolved	
Victim/witness details		Retain for a minimum of 5 years or length of sentence if this is longer.  Decisions to dispose of must be made on a case by case basis.  Retain if victim/witness is recorded as the offender/suspect for another offence.	Proportionate to risk of harm

# Offence Groups (Jersey)

Group 1	Group 2	Group 3
<p>All Mappa managed offenders Potentially dangerous offenders</p> <p>Terrorism offences Murder/Manslaughter</p> <p>Grave &amp; Criminal Assault (serious injury) Riot</p> <p>Rape Buggery (no consent) USI/Incest, girl under 13 Indecent assault</p> <p>Domestic violence offences</p> <p>Kidnap/Abduction Criminal use of firearms Robbery</p> <p>Break &amp; Entry/Illegal entry (With intent to Rape or assault) Arson (Dwelling)</p> <p>Protection of children Indecent photos Sexual assaults/position of trust offences.</p> <p>Fraud/Money laundering offences that impact on Jersey's reputation as a Financial Centre.</p> <p>Cause Death by Dangerous Driving or during TADA. Causing death by Careless driving whilst under the influence of drink or drugs</p> <p>Includes Attempts, aid, abet, counsel or procure the above</p>	<p>Import Drugs (commercial amounts) Supply or possess with intent to supply.</p> <p>Blackmail</p> <p>Bigamy</p> <p>Indecent exposure Unlawful abortion</p> <p>Postal Law (Send obscene material)</p> <p>Minor G&amp;C assault Common Assault Assault Police/resist arrest</p> <p>Cause harassment (Stalking).</p> <p>Violent Disorder/Affray</p> <p>Possess explosives/offensive weapon</p> <p>Money Laundering (If unlikely to impact on financial reputation of the island of Jersey)</p> <p>Possess firearm unlawfully</p> <p>Procuration of women</p> <p>Gross indecency between males (over 16)</p> <p>Fire service Law.</p> <p>Non Accidental injury to child</p> <p>Causing death by careless driving.</p> <p>Causing serious injury by Dangerous or careless driving</p>	<p>Drugs, Simple possession (All classes) Personal importation.</p> <p>Break and Entry/Illegal entry with intent to steal or damage property Break and Entry/Illegal entry (no violence)</p> <p>False accounting Fraud/forgery/credit fraud counterfeiting. (If unlikely to impact on financial reputation of the island of Jersey)</p> <p>Larceny/Handling Going equipped</p> <p>False pretence</p> <p>Data protection Computer misuse</p> <p>Bomb hoaxes</p> <p>DIC/fail to provide TADA Dangerous driving Motoring offences Vehicle tampering</p> <p>Licencing offences Breach of the peace Roads/parks/beach legislation.</p> <p>Malicious Damage</p> <p>Pervert course of justice Perjury/Waste police time</p>

## **APPENDIX 3**

### **PRINCIPLES OF THE DATA PROTECTION (JERSEY) LAW 2018**

#### **Article 8 Data protection principles**

##### **(Modified for Law Enforcement Purposes)**

- (1) A controller must ensure that the processing of personal data in relation to which the controller is the controller complies with the data protection principles, namely that data are –
  - (a) processed lawfully and fairly ('lawfulness and fairness');
  - (b) collected for specified, explicit and legitimate purposes and once collected, not further processed in a manner incompatible with those purposes ("purpose limitation");
  - (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ("data minimization");
  - (d) accurate and, where necessary, kept up to date, with reasonable steps being taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ("accuracy");
  - (e) kept in a form that permits identification of data subjects for no longer than is necessary for the purposes for which the data are processed ("storage limitation"); and
  - (f) processed in a manner that ensures appropriate security of the data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures ("integrity and confidentiality").
- (2) In relation to –
  - (a) paragraph (1)(b), further processing for the purposes specified in paragraph 17 of Schedule 2 (archiving and research) is not to be taken as incompatible with the initial purposes for which the data was collected;
  - (b) paragraph (1)(e), personal data may be stored to the extent necessary for the purposes specified in paragraphs 7 (other legal obligations) and 17 of Schedule 2 subject to implementation of the appropriate technical and organization measures required by this Law in order to safeguard the rights and freedoms of the data subject.
- (3) Contravention of any Order prescribing specific time limits for the erasure or periodic review of the storage by competent authorities of data that are processed for law enforcement purposes is taken to be a breach of the data protection principle relating to storage limitation.