



# **Regulatory Impact Analysis**

## **Licensing the Locksmith Sector of the Private Security Industry**

**February 2016**

<b>Summary of Regulatory Impact Analysis (RIA)</b>		
<b>Department/Office:</b> Private Security Authority	<b>Title of legislation:</b> Statutory Instrument	
<b>Stage:</b> Public Consultation		<b>Date:</b> 11 <sup>th</sup> February 2016
<b>Related publications:</b> Public Consultation Process of March 2014 (see <a href="http://www.psa.gov.ie">www.psa.gov.ie</a> )		

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### **What are the policy objectives being pursued?**

The Private Security Services Act 2004, as amended, identifies Locksmith as a security service. The functions of the PSA as set out in section 8 of the Act includes the control and supervision of persons providing security services and maintaining and improving standards in the provision by them of those services. The functions also include the granting of licences and specifying standards to be observed in the provision of security services by licensees.

Section 2 of the Private Security Services Act sets out the categories of security service to be licensed by the PSA and identifies Locksmith as a security service subject to licensing.

The definition in the draft Requirements document attached (see Annex A) defines a locksmith as a person who:

*“ ..... provides a security service installing, opening, maintaining, repairing or servicing security equipment that,*

- a) consists of mechanical, electronic or other locking devices designed, constructed or adapted to prevent unauthorised access to or within premises where such equipment is situated or*
- b) consists of mechanical, electronic or other locking devices designed, constructed or adapted to prevent unauthorised access to motor vehicles*

*and includes a person who in connection with the provision of the services referred to in paragraph (a) or (b),*

- (i) originates, duplicates or provides by copy or code restricted keys, safe keys or motor vehicle transponder keys,*
- (ii) gives advice relating to the installation of such equipment or advice relating to the protection of such devices from damage or interference.”*

**Note: For the purpose of licensing a locksmith does not include-**

- *a qualified carpenter who installs mechanical locking devices as part of the installation of a door provided such door does not provide access to safe(s) or strong room(s), or*
- *a person who solely supplies locking devices whether on their own or as part of a fitting but does not install or open or maintain or repair or service or originate keys or other opening devices for such locking devices, or*
- *a person who copies keys for locking devices using a machine where the keys are duplicated from an existing key that is not a safe, strong room or otherwise restricted key, or*
- *a person who is recognised by a motor vehicle manufacturer or distributor as a person authorised to service motor vehicles and their locking mechanisms.*

The licensing of Locksmiths (i.e. contractors, including sole traders) is a key objective of the PSA's Strategic Plan 2014-2017.

**What policy options have been considered?**

The PSA believes that to maintain the existing situation where locksmiths are not licensed is not an option as the legislation identifies the provision of locksmith services as a security service for the purpose of licensing. The options which are available are:

- A) To licence locksmiths on the basis of a sector specific standard.
- B) To licence locksmiths using an existing Management System standard without any specific reference to locksmiths.
- C) To licence locksmiths without prescribing any standard.

## **Assessment of Options**

Option A requires the development of a standard specific to the locksmith sector. The PSA established a working group in 2013 to develop a standard for the licensing of locksmiths and suppliers and installers of safes. A public consultation on a draft standard developed by the working group took place in 2014. The PSA has reviewed the work undertaken during 2013 and 2014 and following discussions with locksmith representatives has decided that the work undertaken to date allows for the issuing of a standard for locksmiths (See Annex A).

Option B proposes licensing using an existing Management Systems standard without a specific reference to the locksmith sector. This would require licensing against ISO 9001 or similar standard. The PSA has considered such standards in the past and taken the view that they do not suit the needs of a regulatory environment or the diverse nature of the security industry. This view has led to the PSA developing its own standards in recent years.

Option C proposes licensing without prescribing any standard. This option would conflict with the mission of the PSA and in particular our objective to maintain and improve standards in the private security industry. The absence of a standard would mean that the PSA could not ensure that the interests of consumers are protected in line with our mission statement. This approach would also be at variance with past practice of prescribing standards which has proven successful in improving the provision of security services.

On this basis it is recommended to proceed with Option A.

## **Impact Analysis**

- A) Regulation: All 3 options will bring regulation to an un-regulated sector. Regulation in other sectors has brought benefits to the industry, consumers and the public. Regulation will also remove any uncertainties around access control, which is currently licensable and locksmiths which isn't licensable.

- B) Costs for Business: For options A and B above, businesses will also, in addition to the license fee, be required to obtain certification to the prescribed standard.
- C) PSA Resources: All 3 options will require either a re-allocation of resources within the PSA or the deployment of additional resources to the PSA. Any re- allocation of resources may have an impact on service delivery in other areas.
- D) Public Concerns: The adoption of Option C would carry reputational damage for both the industry and the Private Security Authority in that the perception would form that this sector, unlike others already licensed, would be operating to lower regulatory requirements.

On a broader level, failure to licence the sector may undermine the work of the PSA and result in an adverse public perception of its commitment to consistent regulation throughout all sectors covered by the Private Security Services Acts 2004 and 2011.

### **Previous Consultation**

The PSA conducted a public consultation in March 2014 on the draft requirements document *“A Standard for PSA Licensing – Future Requirements for the Locksmiths and Suppliers and Installers of Safes”* to gather information on the draft standard. 17 responses were received in relation to that public consultation.

At that time it was envisaged that Locksmiths and Suppliers and Installers of Safes would be licensed using the same standard. However, following the public consultation the working group agreed that separate documents should be developed for each sector. This Regulatory Impact Analysis (RIA) takes account of that decision.

The RIA provides a further opportunity for consultation and the PSA will consult further with industry representatives, relevant stakeholders, An Garda Síochána, other Government Bodies and others during the pre-licensing process.

## **Purpose of this RIA**

This Regulatory Impact Analysis is being issued for the information of locksmiths, industry stakeholders, interested parties and the public. Comments on same should be made to the PSA by the **11th March 2016**,

by email at:     public\_consultation@psa.gov.ie

**or**

by post to:     The Private Security Authority  
                      Davis Street  
                      Tipperary Town  
                      County Tipperary  
                      E34 PY91

**The closing date for receipt of comments is Friday, 11<sup>th</sup> March 2016.**

ANNEX A



An tÚdarás Slándála Príobháidí  
The Private Security Authority

*The Security Regulator*

# **DRAFT LICENSING REQUIREMENTS**

## **FOR**

## **LOCKSMITHS**

February 2016

[www.psa.gov.ie](http://www.psa.gov.ie)

## **1. SCOPE**

This standard provides a specification for compliance with licensing by the Private Security Authority and applies to contractors seeking licences to provide security services as Locksmiths.

The Government of Ireland through the Private Security Services Act, 2004, established the Private Security Authority (PSA) as the national regulatory and licensing body for the private security industry. Amongst the functions of the PSA are:

- The controlling and supervising of persons providing security services and maintaining and improving standards in the provision of those services.
- Specifying standards to be observed in the provision of security services.
- Specifying qualifications or requirements for the granting of licences.

Contractors licensed by the Private Security Authority and those seeking a licence from the PSA must comply with this standard. Only certification bodies approved by the PSA may provide certification services for licensing purposes. Contractors should check the PSA website, [www.psa.gov.ie](http://www.psa.gov.ie), for a list of approved certification bodies.

By applying for and holding a licence, contractors agree to the sharing of information relating to this document and the contents herein between the PSA and the contractor's certification body. Where a contractor fails to comply with the requirements of this standard, the certification body is obliged to notify the PSA.

This standard comprises of 2 parts:

Part 1 sets out general provisions which are common across all PSA documents.

Part 2 sets out the specific provisions relating to Locksmiths.

Only the most recent edition of the Requirements Document specified by the PSA shall apply for licensing purposes. To ascertain the edition applicable visit the PSA website, [www.psa.gov.ie](http://www.psa.gov.ie).



## Part 1 – General Provisions

### 2. DEFINITIONS

- 2.1 Ancillary Staff.** All security organisation staff not directly employed in duties falling within the definition of occupations covered by this standard who may have access to information of a confidential nature.
- 2.2 Approved Certification Body.** A certification body approved by the PSA to provide certification services in respect of Locksmiths.
- 2.3 Assessment.** Test carried out to certify the competence of all officers.
- 2.4 Authorised Officials.** Personnel of bodies authorised by statute to enter the premises of the service provider and request documentation and information pertaining to their official functions.
- 2.5 Basic Training.** Qualification required by all employees to meet the mandatory training requirements in respect of PSA licensing.
- 2.6 Client.** Individual or organisation retaining and maintaining a security service covered by this standard to carry out agreed services, responsible for remunerating the organisation in accordance with an agreed contract or other form of oral or written agreement to provide such services.
- 2.7 Contract.** Document, agreed and signed by both the service provider and the client, setting out the proposed services to be supplied and the details of the quotation, terms, conditions, responsibilities and undertakings.
- 2.8 Identity Badge.** The identification card or licence card held by the employee to be visibly worn (subject to certain exemptions) by operational security staff whilst on duty, the design and conditions of which are as specified from time to time by the PSA.
- 2.9 Induction (Training).** The organisation-specific induction briefing session covering organisation structure, ethos, policies and including the organisation's and employee's roles and responsibilities.
- 2.10 Licence Card.** The official identification card issued by the PSA to each individual employee licence holder to verify his or her licence status.

- 2.11 Locksmith.** A locksmith means a person, who provides a security service installing, opening, maintaining, repairing or servicing security equipment that,
- c) consists of mechanical, electronic or other locking devices designed, constructed or adapted to prevent unauthorised access to or within premises where such equipment is situated or
  - d) consists of mechanical, electronic or other locking devices designed, constructed or adapted to prevent unauthorised access to motor vehicles
- and includes a person who in connection with the provision of the services referred to in paragraph (a) or (b),
- (iii) originates, duplicates or provides by copy or code restricted keys, safe keys or motor vehicle transponder keys,
  - (iv) gives advice relating to the installation of such equipment or advice relating to the protection of such devices from damage or interference.

Note: For the purpose of this standard a locksmith does not include-

- a qualified carpenter who installs mechanical locking devices as part of the installation of a door provided such door does not provide access to safe(s) or strong room(s), or
  - a person who solely supplies locking devices whether on their own or as part of a fitting but does not install or open or maintain or repair or service or originate keys or other opening devices for such locking devices, or
  - a person who copies keys for locking devices using a machine where the keys are duplicated from an existing key that is not a safe, strong room or otherwise restricted key, or
  - a person who is recognised by a motor vehicle manufacturer or distributor as a person authorised to service motor vehicles and their locking mechanisms.
- 2.12 Organisation.** A limited or unlimited company, a partnership or sole trader providing services relating to locksmiths for which a relevant and applicable PSA licence is required.
- 2.13 Primary Service.** The service provided for which the organisation and the client have agreed remuneration will be paid and a service or services will be provided, all or part of which will comprise a security service covered by this standard.
- 2.14 Principal (of the organisation).** Managing Director, Partner, Majority Owner, authorised member of the Board, Chief Financial Officer, Chief Executive Officer or any person authorised, in writing, by any of these persons to enter into contracts or agreements on behalf of the service provider covered by the provisions and requirements of this standard.
- 2.15 Private Security Authority (PSA).** The regulatory and licensing authority for the private security industry in the Republic of Ireland.
- 2.16 Relevant Employment.** Employment which involves the provision of a licensable security service or employment which involves, or may involve, the use, acquisition of, or access to, knowledge of a confidential nature, the improper use of which could involve the organisation, its clients, or any third party, in a security risk.
- 2.17 Restricted Key.** A key or lock whose sale and/or distribution is limited by the lock manufacturer in order to reduce unauthorized key proliferation or a key that is cut by reference to a specific code.

Note: For the purpose of this standard a restricted key includes patented keys and coded motor vehicle keys.

## LOCKSMITH – DRAFT REQUIREMENT DOCUMENT FEB 2016

- 2.18 Screening.** The selection process and criteria used to check the history and background of potential employees to assist the organisation in its recruitment of new staff covered by this standard.
- 2.19 Screening Period.** Period of not less than five years prior to the date of the application for relevant employment or transfer to relevant employment.
- 2.20 Site.** The premises, property, area or complex at which the service is carried out.
- 2.21 Specialist Tools.** Tools unique to the provision of services by locksmiths.
- 2.22 Training Administrator.** A person within the organisation appointed to supervise and record all aspects of training within the organisation.
- 2.23 Verification.** Confirmation by sight and written records held at the organisation's premises.

## **3. ORGANISATION**

### **3.1 Ownership**

- 3.1.1 Ownership and management of the service provider shall be clearly stated in writing, and all individuals having shareholdings or control shall be properly identified.
- 3.1.2 The names of all directors of the organisation shall be established and recorded and a record of the results of the screening of such directors to be held on file and shall be disclosed to the client on request.
- 3.1.3 Where directors involved in operational activities are also employees of the organisation they shall hold a current PSA employee licence covering, as a minimum, the primary service provided by the organisation.
- 3.1.4 Details of discharged or undischarged bankruptcy of a principal or director of the organisation shall be held on file and disclosed to the client on request.
- 3.1.5 Where applicable, all principals of the organisation shall sign a declaration setting out their beneficial interests in other organisations subject to licensing by the PSA.
- 3.1.6 All operational supervisory and management staff shall hold a current PSA employee licence in accordance with PSA requirements, for each activity subject to the PSA licensing, carried out by such staff.

### **3.2 Finances**

- 3.2.1 The organisation shall ensure that a valid tax clearance certificate is held on site at the address recorded on the Private Security Services Licence during the term of the licence.
- 3.2.2 Loans from directors and/or shareholders shall be loan capital, subordinated to all other creditors.
- 3.2.3 Each organisation shall produce and make available on request by authorised officials a cash flow statement for the current accounting period. For new organisations a cash flow forecast for the first 12 months of business shall be provided. (see Annex C for suggested format)

### **3.3 Insurance**

- 3.3.1 All insurance's shall be relevant to the nature of the business undertaken. This includes, where the service provided dictates, but is not limited to cover for the following:
  - Employer liability and public liability
  - Product Liability
  - Motor insurance
  - Efficacy
  - Consequential loss of keys
  - Professional indemnity

### **3.4 Premises**

- 3.4.1 The organisation shall have an administrative office where records, together with all professional and business documents, certificates, correspondence and files necessary to the proper conduct of business shall be kept in a secure confidential manner.

**3.4.2** Any administrative office covered by **3.4.1** above shall be protected by an intruder alarm system installed and maintained in accordance with prevailing PSA requirements. The organisation shall keep a written record containing the name, address, contact number and PSA licence number of the intruder alarm installer as well as details of the maintenance and service history.

**3.4.2** The alarm shall be remotely monitored by a PSA licensed Alarm Monitoring Centre. The organisation shall keep a written record of the name, address, contact number and PSA licence number of the PSA licensed Alarm Monitoring Centre providing this service.

### **3.5 Organisation Information**

**3.5.1** The organisation shall clearly state its PSA licence number(s) for all categories for which it is licensed to provide services on all organisational letterheads, contracts and advertising and promotional documents and/or media.

**3.5.2** Where the provision of a contract is required by a client such contract shall include the following minimum provisions in respect of the organisation providing the service:

- (a) Total costing (including VAT) for the service to be provided and the arrangements for payment.
- (b) Obligations to the client, with references to any specialist advice to be provided (survey), contracted duties and compliance with industry standards or codes of practice.
- (c) Agreement on conditions for the use of subcontractors, where applicable.
- (d) Period of the contract and requirements for its termination with specific reference to any exclusions, penalty clauses or other restrictions.
- (e) Details of complaints procedures and complaints management procedures
- (f) The scope of the service to be provided

**3.5.3** The agreed contract shall be signed by a principal of the organisation and of the client and a copy retained by each. Where the client chooses not to sign or return a contract the organisation shall maintain evidence on file of postage (registered) or delivery of the contract to the client and any subsequent correspondence.

**3.5.4** Where the use of subcontractors is provided for under the terms of the contract or agreement, the organisation which is the party contracted to provide the service to the client shall require the subcontractor to provide evidence of compliance with prescribed standard(s), as well as evidence of holding a current valid PSA licence, before engaging the services of that subcontractor.

### **3.6 Quotations in pursuance of Contracts or Business**

**3.6.1** Each organisation shall provide each prospective client with a clear written quotation which shall, if agreed and accepted, form part of the contract.

**3.6.2** The documented quotation shall include the total cost for the service and method(s) of payment.

**3.6.3** The provisions of 3.6.1 and 3.6.2 do not apply in the case of emergency call outs. However, in all cases not covered by 3.6.1 and 3.6.2 the prospective client shall be provided with a verbal quotation in advance of all work.

### **3.7 Compliance with Legislation**

**3.7.1** The organisation shall have and make available to a client or potential client a current statement signed and dated by a principal of the organisation, of its compliance with all relevant legislation and shall state specifically its compliance, where relevant, with the following:

- Health, Safety and Welfare at Work Act(s).
- Organisation of Working Time Act(s).
- Private Security Services Acts.
- Taxation and Social Welfare Acts.
- Payment of Wages Act.
- Immigration Acts.
- National and EU product compliance legislation.

Relevant verification shall be available to all statutory bodies and their agents, including but not limited to:

- The Private Security Authority.
- Certification bodies approved by the Private Security Authority.

## **4. STAFFING**

### **4.1 Selection and Pre Employment Screening**

#### **4.1.1 General**

- 4.1.1.1 The organisation shall carry out detailed pre-employment enquiries to ensure that all personnel are competent and of good character.
- 4.1.1.2 All persons offered employment by the organisation for posts involving services subject to licensing by the PSA or posts involving access to details of clients shall be screened.
- 4.1.1.3 A personnel file shall be established for each person subject to screening.
- 4.1.1.4 All applicants for relevant employment shall be required to provide the following:
  - (a) An acknowledgement, signed and dated by the applicant, that misrepresentation, or failure to disclose material facts may constitute grounds for dismissal.
  - (b) A signed statement authorising an approach to former employers, State institutions, personal referees, etc., for verification of their career and employment record (see Annex A, Form 1 for a suggested format).
- 4.1.1.5 Probationary employment shall be for a period of 6 months and in no case shall exceed a period of nine months.
- 4.1.1.6 Certified copies of all relevant personnel and screening documentation shall be held on file.
- 4.1.1.7 The requirements in Section 4.1 shall be applied equally to full-time and to part-time employees and at all levels of seniority, including directors.
- 4.1.1.8 The relevant provisions of these requirements shall apply to all ancillary staff including those employed on a temporary basis.
- 4.1.1.9 The screening period shall not be less than five years or from school leaving, whichever is the shorter duration.
- 4.1.1.10 The employee shall be classed as 'employed subject to satisfactory screening' whilst screening is continuing and shall be subject to a strict system of monitoring and supervision during this period.
- 4.1.1.11 Screening covering the whole of the screening period shall be completed no later than ten weeks after employment has commenced.
- 4.1.1.12 Full screening for the period covered under 4.1.1.9 above shall apply. Screening for a shorter period can be carried out where:
  - a) an employee or director holds a current PSA licence, and
  - b) has, immediately prior to the commencement of this employment, been employed by another licensed security provider, and
  - c) the previous employer referred to in b) has carried out the full screening requirements within the preceding five years.

Where a), b) and c) above apply, screening shall be carried out from the date the screening by the previous employer had been conducted until the commencement of this employment.

- 4.1.1.13 Where the provisions of 4.1.1.12 apply, the previous licensed employer shall, upon receipt of a written request by an immediately subsequent employer covered by this standard, forward those parts of the employee's personnel file relating to details of screening and training undertaken by the previous employer. Any requested details in relation to other parts of the personnel file held by the previous employer shall be released only where the employee gives permission in writing to the previous employer to release such details.

#### **4.1.2 Pre Employment Interview**

- 4.1.2.1 Prior to the interview the applicant shall submit a curriculum vitae or other documentation containing:
- (a) A list of the applicant's previous employers along with dates worked for each employer.
  - (b) Contact details for previous employers listed.
  - (c) Details of relevant training, qualifications and experience together with supporting documentation.
  - (d) Periods of unemployment.
  - (e) Applicant's current place of residence.
- 4.1.2.2 A personal interview of a duration sufficient to assess the following shall be conducted by the organisation:
- (a) The general ability, both physical and intellectual of the applicant and the overall demeanour of the applicant.
  - (b) Verification of personal documents e.g. birth certificate, driving licence, passport, service records, current security licence, work visa etc.
  - (c) The applicant's previous employment history and experience, including reason(s) for leaving previous employments.
  - (d) Verification of qualifications/training.
  - (e) The level of occupational fluency in respect of reading, writing and oral communication in the English language.
  - (f) The applicant's experience, if any, in the security industry including any experience or training as a locksmith.
- 4.1.2.3 Interview notes evidencing that the requirements set out in 4.1.2.2 above have been addressed shall be taken by the organisation and retained on the personnel file of the applicant.

#### **4.1.3 Character and Other References**

- 4.1.3.1 Screening procedures shall include direct reference to former employers, educational authorities, etc., with confirmation by them, in writing, of periods of employment contributing to a continuous record of the career or history of the person being screened for the whole of the screening period, on a month-to-month basis. The direct reference shall include at least one attempt, in writing, by the organisation to obtain the continuous record referred to in this requirement.
- 4.1.3.2 Where initial references are taken by telephone the following procedures shall be used:
- (a) The telephone number of the person called shall be confirmed independently.
  - (b) Information given on the telephone by a referee shall be noted at the time of making the telephone call and shall be signed and dated by the member of staff making the telephone call and retained on the individuals screening file (see Annex A, Form 2 for a suggested format).
  - (c) A written request for written confirmation of the information given by telephone shall be forwarded to the referee within two working days of the telephone call being made (see Annex A, Form 3 for a suggested format).
  - (d) The screening process shall not be regarded as complete until written evidence is obtained.
  - (e) The progress sheet shall be used to monitor and record the action taken (see Annex A, Form 4 for a suggested format).



- 4.1.3.3 Only documents from third parties such as employers, colleges, Department of Social Protection, solicitors, accountants, etc., are acceptable for screening purposes.

*Note. For the purposes of this document CVs or other personal documents are not acceptable as evidence of screening.*

#### **4.1.4 Evidence of Qualifications/Awards**

- 4.1.4.1 Prior to commencement of employment the organisation shall ensure that the applicant has any qualifications or awards necessary for the duties to which the applicant will be employed.

#### **4.1.5 Work Permits, Authorisations and Permissions**

- 4.1.5.1 The organisation shall ensure that all necessary documentation for work visa applications and permissions/authority to work is fully completed before the individual is employed. This applies to renewal of such applications also.
- 4.1.5.2 The organisation shall maintain a register of all employees who have applied for and obtained permission or authorisation from the State to work in Ireland. The organisation shall review the validity of these permissions or authorisations at least every 6 months and shall keep a documented record of such reviews.
- 4.1.5.3 The organisation shall ensure that the register at 4.1.5.2 is held on site at the address recorded on the Private Security Services Licence.

#### **4.1.6 Maintenance and Retention of Records**

- 4.1.6.1 The basic details of the employee, covering verifiable history within the industry, dates employed, positions held, disciplinary offences and a comment on suitability for employment in the security industry shall be retained for not less than five years from the date the employment ceases. This information shall be verifiable in the form of readily retrievable records held at the company premises.
- 4.1.6.2 All records covered by 4.1.6.1 above shall be kept safe and secure against unauthorised access to, or alteration, disclosure or destruction of the data and against their accidental loss or destruction. Employers shall ensure that the records are retained for no longer than is necessary and in accordance with the recommendations of the Office of the Data Protection Commissioner.
- 4.1.6.3 A list of all personnel currently employed both on a permanent and a probationary basis shall be maintained, and in the case of those employed on a probationary basis, giving the dates on which probationary employment commenced and is to cease for each individual.

#### **4.1.7 Screening and Acquired Companies**

- 4.1.7.1 Where it cannot be established by the records of an acquired organisation that screening to the required standard has already occurred, then this shall take place within a period not exceeding twenty weeks from the date of acquisition.

## **4.2 Terms of Employment**

- 4.2.1 All employees shall receive a clear, concise and unambiguous contract of employment and a staff handbook.

- 4.2.2** In addition to any mandatory requirements, terms of employment shall include the following information:
- a. Job title.
  - b. Effective start date.
  - c. Probationary period.
  - d. Pay and Allowances
  - e. Hours of work, days of work, shift frequency and shift variables.
  - f. Holiday entitlement.
  - g. Sick pay (conditions of payment) and pension entitlement.
  - h. Industrial injury procedure.
  - i. Location of place of work (employer's address).
  - j. Equipment to be supplied.
  - k. Disciplinary and grievance procedures.
  - l. Terms of notice and termination.
  - m. Copies of any Collective Agreement covering the employment.
  - n. Appeals procedure
  - o. The Organisation's Health and Safety Statement.
  - p. The Organisation's Equality policy

### **4.3 Code of Conduct**

- 4.3.1** All employees shall be instructed that under the terms and conditions of employment they shall:
- (a) Complete the required tasks promptly and diligently, unless there is due and sufficient cause not to.
  - (b) Ensure that all oral or written statements made by them, of whatever description, are true and accurate.
  - (c) Maintain carefully all documents and ensure that any alterations, disposal, or erasure of documents is carried out only with proper authorisation.
  - (d) Maintain confidentiality on any matter relating to the employer or his clients either past or present.
  - (e) Ensure that any actions taken by them are such as not to bring discredit on the employer, the client or fellow employees.
  - (f) Immediately notify any conviction for a relevant criminal or motoring offence to the employer.
  - (g) Not allow unauthorised access to a clients premises.
  - (h) Ensure that they use employer's equipment or facilities only with authorisation.
  - (i) Continuously satisfy the requirements of PSA licensing.
  - (j) Wear a correct identity badge or licence card, as prescribed by the PSA, at all times whilst on duty.

**4.3.2** The code of conduct shall be signed by all employees.

**4.3.3** Employers shall treat employees with courtesy and respect.

### **4.4 Identification**

**4.4.1** The organisation shall ensure that all employees have an identity badge either in the form of an organisation issued badge, satisfying criteria prescribed by the PSA or alternatively the PSA issued licence card.

**4.4.2** All employees shall be instructed on PSA requirements for wearing an identity badge.

**4.4.3** Where the organisation provides its own identity badge, it shall ensure its periodic review. The duration between periodic reviews cannot exceed 24 months.

**4.4.4** There shall be in place formal arrangements for the withdrawal of organisation issued identity badges from an employee on request.

## **5. TRAINING**

### **5.1 Training Policy and Responsibility**

- 5.1.1 The organisation shall have a clearly defined, documented training policy, authorised at senior management level within the organisation. The policy shall cover theoretical and practical skills and meet any training requirements laid down by the Private Security Authority.
- 5.1.2 The organisation shall appoint a member of the management team as training administrator.
- 5.1.3 The training policy shall include a commitment to assess the effectiveness of all operational staff and to provide additional training where required.

### **5.2 Refresher Training**

- 5.2.1 Procedures shall exist to assess the effectiveness of all employees, and where required refresher training shall be carried out.

### **5.3 Specialist Training**

- 5.3.1 Employers shall ensure that employees required to carry out duties or use equipment of a specialist nature are certified as having received the appropriate training in the subject matter.

### **5.4 Supervisory and Management Training**

- 5.4.1 Subject to PSA requirements and any associated guidelines, the organisation shall ensure that all operational supervisory and management staff receive documented training in consideration of their position and responsibilities.

### **5.5 Training Records**

- 5.5.1 The training administrator shall ensure that proper training records are maintained.
- 5.5.2 Individual training records relating to training provided by the organisation shall indicate the date, training organisation, details of certification and subject(s) covered. These training records shall be signed by the employee and countersigned by the training administrator and retained as part of the employee's record.
- 5.5.3 Verification of all training shall be available for inspection on site at the address recorded on the Private Security Services Licence.
- 5.5.4 All refresher training undertaken by employees shall be recorded and the record held and retained on the employee's personnel file by the employer.
- 5.5.5 Records shall indicate where further training is required.

## **6. OPERATIONS**

### **6.1 Security**

- 6.1.1** Procedures shall be established for all staff to ensure the security of information and property to which they have access during the course of their employment.
- 6.1.2** Organisations shall keep confidential any knowledge of their clients' business or operations acquired through the provision of services. In particular, structures and procedures shall be put in place and implemented to ensure that any details relating to the client's security equipment, procedures and practices must be subject to the appropriate level of access within the organisation's company or business.
- 6.1.3** Any details relating to the client's business, premises, residence, assets, procedures or any other aspect of knowledge of the client gained by the organisation and employees, the disclosure of which can be reasonably construed as compromising the business or security of the client, shall not be disclosed or made known in any way to a third party or third parties, except with the express written permission of the client. Where written permission is granted, the organisation shall retain this on file and shall produce this if requested by an appropriate authority.
- 6.1.4** It shall be a condition of any contract that requires the organisation to hold keys that such keys shall only be surrendered to an authorised representative of the client upon receipt of a written request. Where the client does not give written authorisation the organisation shall not surrender the keys referred to above. The organisation shall comply with any PSA licensing requirement for key holding.
- 6.1.5** A record of visits to all client premises shall be kept for a minimum of three years and shall include details of the service provided and the name and PSA licence number or works number of the person(s) who provided the service. Upon expiration of the required retention period the organisation shall dispose of the relevant records in a secure and confidential manner.

Note: National legislative requirements may entail retention of records for longer periods of time.

### **6.2 Specialist Knowledge**

- 6.2.1** Technical manuals relating to products used in the provision of services which are the subject of licensing by the PSA are to be kept under secure conditions with access available to authorised persons only. Supporting documentation shall be retained stipulating the authorised persons and the rationale for the level of access ascribed to those persons.
- 6.2.2** Specialised tools used in the provision of services which are the subject of licensing by the PSA should be held securely and under the control of PSA licensed persons or other designated persons within the organisation. A documented recording and control procedure should be in place to prevent unauthorised use or sale of such specialist tools. This procedure should also apply in circumstances where specialist tools or equipment are provided for use by temporary or part-time employees.
- 6.2.3** Specialised tools shall not be made available for use by other persons providing ancillary services such as repossessions, building maintenance, car access or other licensed security sectors. Work requiring such tools should only be undertaken by a licensed locksmith.
- 6.2.4** Locksmiths shall not disseminate their specialised knowledge, expertise or skills to those outside the profession. This prohibition is intended to enhance the security of citizens and their property and should not hinder the advancement of training, skills and expertise among locksmiths and the broader security industry, businesses and associations through the necessary exchange of information, training, skills and product knowledge.

## **6.3 Vehicles and Equipment**

- 6.3.1** All liveried vehicles shall clearly display the organisation's name, badge or logo and telephone number(s).
- 6.3.2** Employers shall ensure that driving licences of staff involved in driving operational vehicles are valid for the duration of each such employee's period of employment. Driving licences shall be inspected annually and a record of this kept on file.
- 6.3.3** All vehicles and equipment used in connection with the provision of services shall be in working order and be regularly maintained.
- 6.3.4** All employees shall sign for all equipment issued and give an undertaking to return any equipment issued immediately on request.

## **7. COMPLIANCE WITH PSA LICENSING**

### **7.1 Compliance With Standards**

- 7.1.1** Organisations shall maintain compliance with this standard during the term of the licence. Failure to maintain compliance may result in the PSA taking action against the licensee up to and including the revocation of the licence.
- 7.1.2** Organisations shall be subject to an audit by an approved certification body at least once during each calendar year or at such intervals as the PSA may prescribe. The purpose of the audit is to verify compliance with the specified standards.
- 7.1.3** An audit report shall be completed by the approved certification body for each audit undertaken and the organisation shall agree to the certification body providing a copy of the report to the PSA.
- 7.1.4** Organisations shall give their permission to the approved certification body to provide the PSA with information in accordance with provisions 7.1.4 and 7.1.5
- 7.1.5** Where an organisation fails to undertake or complete an audit the certification body shall notify the PSA of the failure and the reason for same.
- 7.1.6** Where an organisation is found to be noncompliant with a standard the certification body shall notify the PSA of the reason for the non compliance and any resulting action taken against the organisation.

### **7.2 PSA Licensing Requirements**

- 7.2.1** The organisation shall ensure that an inspector appointed by the PSA may at any time enter any place where a security service is being provided and provide any information requested by an inspector in the course of any inspection or investigation.
- 7.2.2** During the term of the licence organisations shall comply with all relevant and current legislation and specifically the following:
- a) The Private Services Acts and Regulations.
  - b) Organisation of Working Time Acts.
  - c) Taxation and Social Welfare Acts.
  - d) Payment of Wages Acts.
  - e) Immigration Acts.
  - f) Health and Safety at Work Regulations
  - g) European Product Legislation
- 7.2.3** The organisation shall within 7 days notify the PSA in writing if any of the following occur:
- a) Change of name of the licence holder.
  - b) In the case of a body corporate, change in company directors.
  - c) In the case of a partnership, change in partners.
  - d) Change of ownership of the company. In the case of a body corporate this includes a change in any shareholding above 5%.
  - e) Change of address from which the security service is being provided.
  - f) Change of registered address if this is different from address at d) above.
  - g) Change in the legal status of the licence holder.
  - h) Any conviction against the licence holder whether in relation to the business of the licence holder or other matter. In the case of a body corporate this includes any convictions against a company director. In the case of a partnership this includes any conviction against a partner.

## Part 2 – Specific Provisions

### 8. SPECIFIC PROVISIONS - LOCKSMITHS

#### 8.1 Planning and Design

- 8.1.1 The Locksmith shall on the first visit to the site where the service is to be provided assess the clients requirements against the agreed contracted service and the physical environment.
- 8.1.2 Where the assessment at 8.1 identifies a weakness in the agreed contracted service this should be advised to the client and a decision sought on how to proceed. A record of this decision should be recorded before any work commences and the client advised of any revised costs.
- 8.1.3 Clients shall be provided with the manufacturers product information on any product provided to the client.

#### 8.2 Lock and Key Systems

- 8.2.1 All restricted keys cut shall be recorded together with the identity of the person(s) receiving the keys and the date of issue.
- 8.2.2 All restricted key blanks are to be stored in a safe or other secure location.
- 8.2.3 All procedures used in the installation or servicing of locks and locking mechanisms are to be in accordance with the manufacturer's policy and instruction and meet manufacturer's specifications.
- 8.2.4 Locks replaced should be of the same or increased level of security as the original lock, unless the client, for stated reasons and in writing, requests a replacement lock of a lower level of security. Such a request shall be retained on the file or files of the locksmith.
- 8.2.5 Locksmiths shall not repair, service, generate, modify or expand keys or cylinders in a master key system without the written authorisation of the client. The implications of any such work on the master key system shall be explained to the client in advance of undertaking the work.
- 8.2.6 Locksmiths shall have a knowledge of any relevant national and European legislation concerned with locks and other door hardware sufficient to enable them to provide the service to a proper standard. In particular, those provisions relating to fire and escape doors shall be complied with and any possible contraventions advised to the client for determination.

#### 8.3 Openings

- 8.3.1 Where Locksmiths are called out to open a lock they shall satisfy themselves as to the identity of the client and their entitlement to request an opening of the lock before undertaking any work. A driving licence, passport or other photo id should be requested.
- 8.3.2 Where a Locksmith is not satisfied as to the identity of the client or their entitlement to request an opening, the Locksmith should request that An Garda Síochána be notified. If the client refuses to notify An Garda Síochána, no opening should take place and the Locksmith should notify An Garda Síochána of the incident.
- 8.3.3 Where an opening takes place the Record of Opening Form at Annex B shall be completed and signed by the client and Locksmith.
- 8.3.4 Where possible, the Locksmith should open the lock in a non-destructive manner.
- 8.3.5 Where the lock cannot be opened in a non-destructive manner this shall be explained to the

client in advance of the opening and the alternative opening method outlined to them. A record of the clients decision should be recorded before any work commences.

## **8.4 Legislation**

- 8.4.1** All installations, repairs and servicing shall be conducted in accordance with building, electrical and fire regulations.
- 8.4.2** All installations, repairs and servicing of equipment connected with escape routes shall be conducted in accordance with EN179, EN1125 and such other requirements as prescribed by law.



**DRAFT REQUIREMENT DOCUMENT Annex A**

**Screening Forms**

*Form 1*

**FORM OF AUTHORITY**

I, \_\_\_\_\_, (BLOCK CAPITALS) hereby authorise

\_\_\_\_\_  
\_\_\_\_\_

to supply full details of my employment record with the company or business in furtherance of my current application for employment in event security.

1. Address at time of employment with the company \_\_\_\_\_

\_\_\_\_\_

2. PPS No. \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Form 2

**RECORD OF ORAL ENQUIRY**

Name of Applicant: \_\_\_\_\_

PPS No: \_\_\_\_\_

Name of Previous Employer: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Person Contacted: \_\_\_\_\_

Dates Employed: - As stated by employee: From \_\_\_\_\_ To \_\_\_\_\_

- Confirmed by employer: From \_\_\_\_\_ To \_\_\_\_\_

- Would re-employ? \_\_\_\_\_

- Reasons for not re-employing\*: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Reasons why applicant would not be suitable to work in event security:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
(Person making enquiry)

Signed: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
(Manager)

\* Where response indicates that applicant is not suitable for proposed employment bring to immediate attention of Manger responsible for screening/recruitment.

LOCKSMITH – DRAFT REQUIREMENT DOCUMENT FEB 2016

*Form 3*

**REQUEST FOR WRITTEN CONFIRMATION OF INFORMATION PROVIDED ORALLY**

RE. Name of Applicant: \_\_\_\_\_

PPS No: \_\_\_\_\_

We refer to our conversation with you on the \_\_\_\_\_ regarding an application for employment in the event security industry made by the above named applicant.

Details of the information which you provided to us orally are enclosed and we would be obliged if you would kindly confirm that these details fairly reflect the information supplied.

Our business is licensed by the Private Security Authority and is obliged by the Authority's regulations to obtain written confirmation of all references we receive in connection with applications for employment.

A copy of a Form of Authority signed by the applicant is enclosed and also a stamped addressed envelope for favour of your reply.

Yours faithfully

\_\_\_\_\_  
Human Resources Manager

Form 4

**SCREENING PROGRESS REPORT\***

Name of Applicant: \_\_\_\_\_

PPS No: \_\_\_\_\_

1. Employments contacted

	<b>Date</b>	<b>Employers Name</b>	<b>Date Letter Sent</b>	<b>Initials</b>	<b>Date of Reply</b>	<b>Initials</b>
1						
2						
3						
4						
5						

2. Screening reviewed

Date of review: \_\_/\_\_/\_\_ Person Reviewing: \_\_\_\_\_

Action: \_\_\_\_\_ Initials: \_\_\_\_\_

3. Offer of Employment

Signed: \_\_\_\_\_ Date: \_\_/\_\_/\_\_  
(HR Manager or Principal of the company)

4. Employment refused

Signed: \_\_\_\_\_ Date: \_\_/\_\_/\_\_  
(HR Manager or Principal of the company)

\* This form is to be retained on the individual's file for any subsequent inspection.

**DRAFT REQUIREMENT DOCUMENT Annex B**

**RECORD OF OPENING**

Name of Client: \_\_\_\_\_

Address of Client: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Clients Phone No.: \_\_\_\_\_

Name of Person Requesting Opening \_\_\_\_\_  
(if different from client)

Details of Opening Requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Time and Date of Request: \_\_\_\_\_

ID Verified: YES/NO      Type of ID: \_\_\_\_\_

Entitled to make Request: YES/NO.      Means of Verifying Entitlement: \_\_\_\_\_

Time and Date of Opening: \_\_\_\_\_

Details of Opening: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The client/requesting party declares to have all the legal rights, powers and faculties to request the callout service and takes full legal responsibility for any consequences deriving from the callout. The client/requesting party also takes full responsibility of the contractual obligations with the organisation carrying out the callout service and agrees to fully cover the callout charges where the service cannot be undertaken due to unforeseen circumstances.

Clients/Requesting Party's Signature: \_\_\_\_\_      Date: \_\_\_\_\_

Organisations Representative Signature: \_\_\_\_\_      Date: \_\_\_\_\_

**DRAFT REQUIREMENT DOCUMENT Annex C**

**CASH FLOW TEMPLATE**

Cash Flow Statement For The Period												
Cash In	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Sales												
Own Funds												
Loans												
Overdraft												
Other Cash Incomings												
<b>Total Cash In</b>												
Cash Out	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Sales Costs												
Rent												
Wages												
Overheads												
Loan Repayments												
Taxes												
Other Cash Outgoings												
<b>Total Cash Out</b>												
<b>Cash Flow: Surplus/(Deficit)</b>												
<b>Opening Cash Balance</b>												
<b>Closing Cash Balance</b>												