

Date: 13th April 2026
Our ref: FOI/26/016630/P

FREEDOM OF INFORMATION REQUEST REFERENCE NO: FOI/26/016630/P

I write in connection with your request for information dated 13/04/2026, received by Greater Manchester Police (GMP) for the following information:

***** REQUEST 1 *****

1. I note the 'Form of Indemnity (FOI) / Property Receipt (PR)' has *delete as applicable*** at the bottom. Was this form drafted by legal services so that it may be edited by officers? Solicitors tend to use templates that can be edited by others / their clients later for efficiency.***

2. If this is the standard from that is given to anyone picking up property for any reason. Why does it say 'delete as applicable?' at the bottom? It suggests terms are to be included or excluded based on the specific circumstances. For instance, clause 5 is derived from PACE Code B Codes of Practice. That is when an officer when conducting a search may decide not to seize an item, but wants to ensure its preservation for any court proceedings as it may be evidence of a criminal offence.

3. GMP say that it provides a FOI alongside a PR. These are two different types of forms merged into one. In what circumstances, if any, will the force give someone a sole 'Property Receipt?' without the 'indemnity' clauses?

4. Please tell me in what circumstances each of the below terms would be included in a 'Form of Indemnity / Property Receipt' form and why?

4.1 'I agree to indemnify the Chief Constable of Greater Manchester Police (hereinafter referred to as GMP), the Greater Manchester Combined Authority (hereinafter referred to as GMCA), or any serving or retired officer or employee against all costs, damages, loss or expenses howsoever arising resulting from my possession of the property'.

4.2 'I agree to not make any claim against GMP, the GMCA, or any serving or retired officer or employee and also to indemnify against a any third party claims in respect of any loss of use or damage to the property or any costs or expenses incurred in relation to the to the property'

4.3 'I have been told that the property may be required as evidence in court proceedings and that I must keep it in its current condition unless I am otherwise informed by the police. I agree to do so, and I understand that if I fail to do this I may be called to court to explain my actions.'

4.4 'I take possession of these goods on the understanding that GMP provides no warranties or guarantees in relation to the condition of the property. The property is solely for the use, repair, or reconditioning and in the knowledge that they are not to be used or disposed of directly or indirectly without meeting the relevant Consumer Protection and Health and Safety Regulations'

5. In relation to 5.2, does this create a promise not to sue the force at all? The language 'and also' suggests that the indemnity clause after that is a seperate promise.

6. What law / authority does GMP rely on to lawfully retain a person's property unless they sign this?

7. Would it be fair to say that this form extends beyond an indemnity form and is a waiver?

I struggle to believe that if an investigation is closed, for instance, a member of the public who innocent had it seized, and whom was not part of the investigation, would be required to agree to all of this. That may be the standard form but it does not look to be standard in every situation.

***** REQUEST 2 *****

Please tell me in what circumstances:

a) a person collecting property seized during an investigation is asked to sign a form of indemnity instead of an ordinary property receipt.

b) in what circumstances each of the below terms is included in a property receipt / for of indemnity:

1) I have taken possession of the above property listed below.

2) I agree to indemnify the Chief Constable of Greater Manchester Police (GMP), the Greater Manchester Combined Authority (GMCA), or any serving or retired office or employee against all costs, damages, loss, or expenses howsoever arising resulting from my possession of the property.

3) I agree to not make any claim against GMP, the GMCA or any serving or retired officer or employee and also to indemnify against any third party claims in respect of any loss of use or damage to the property or any costs or expenses incurred in relation to the property.

4) I am *the owner of the property

***authorised by the owner to receive the property *the finder of the property *authorised by the finder to receive the property**

5) I have been told that the evidence may be required as evidence in court proceedings and must keep it in its current condition unless I am otherwise informed by the police. I agree to do so, and I understand that if I fail to this I may be called to court to explain my actions.

6) I take possession of these goods on my understanding that GMP provides no warranties or guarantees in relation to the condition of the property. The property is solely for the use, repair or reconditioning and in the knowledge that they are not to be used or disposed of directly or indirectly without meeting the Consumer Protection Health and Safety Regulations.

***delete as applicable'**

c) Whether it is standard procedure to ask a person collecting property seized during an investigation to sign a form with all of these terms.

d) Whether GMP (Oldham) only release property seized during an investigation to the owner.

e) When property is released to the 'owner', what does the term 'owner' mean?

Result of Searches

Following receipt of your request searches were conducted within Greater Manchester Police (GMP) to locate the requested information.

Request 1

Question 1 – No information held. There is no information as to whether the document was drafted by Legal Services.

Question 2, 3 and 4 of request 1 are not a valid FOI requests for information as defined by the Freedom of Information Act. Information is defined in section 84 of the Freedom of Information Act as 'information recorded in any form'.

The Act therefore only extends to requests for recorded information. It does not require public authorities to answer questions generally; only if they already hold the answers in recorded form. The Act does not extend to requests for explanations, opinion or hypothetical circumstance questions, - unless the answer to any such request is already held in recorded form.

Therefore, for question 2, 3 and 4 no information is held.

Request 2

All the questions asked in **Request 2** are not valid FOI requests for information as defined by the Freedom of Information Act. Information is defined in section 84 of the Freedom of Information Act as 'information recorded in any form'.

The Act therefore only extends to requests for recorded information. It does not require public authorities to answer questions generally; only if they already hold the answers in recorded form. The Act does not extend to requests for explanations, opinion or hypothetical circumstance questions, - unless the answer to any such request is already held in recorded form.

Therefore, for request 2 no information is held.