



### **RANGE OF AVAILABLE SENTENCES**

The range of sentences available in the Youth Court are :

- a) detention and training orders
- b) fines
- c) youth rehabilitation orders
- d) referral orders
- e) reparation orders
- f) absolute and conditional discharges

The Youth Court is also empowered to make certain orders against the parents of a juvenile whom it has convicted, namely binding the parents over or making a parenting order.

### **DETENTION AND TRAINING ORDERS (DTOs)**

This is available for offenders from the age of 12 years.

DTOs are made up of 2 halves

- a) the first half is the period of detention and training, lasting half the sentence and served in a YOI or other secure accommodation.
- b) The second half is made up of a period of supervision by your supervisor.

If your order is for 8, 10 or 12 months, you may be released up to 1 month early, and if your sentence is 18 or 24 months, you could be released 1 – 2 months' early depending on your progress.

Once you are released, you will be under the supervision of your supervisor.

- You must see your supervisor on the day of your release
- You must attend regular appointments
- You will receive home visits (which may involve your parent / carer)
- you may be sent to see someone about a particular problem with drugs, health, accommodation or training
- you may have to participate in group programmes
- you must act responsibly whilst under supervision
- you must keep to any additional requirements in your Training and Supervision plan.

If you do not co-operate with your supervisor, you will be taken back to court for being in breach of the order, and the court might:

- impose a fine of up to £1,000
- detain you in custody for a period of 3 months or until the end of the order, whichever is shorter.

## **FINES**

In the case of juveniles, fines are limited to

- a) £250 where the offender is aged 10 – 13
- b) £1,000 where the offender is aged 14 to 17

## **YOUTH REHABILITATION ORDERS**

The Court can sentence you to a Youth Rehabilitation Order (YRO) where it believes -

- i) the offence was serious enough to warrant a YRO and
- ii) the seriousness of the offence justified the amount of restriction of your liberty caused by the requirements attached to the order.

The requirements under the YRO set by the court, can include activity; supervision; curfew; programme; residence; mental health treatment; attendance centre; exclusion; education; prohibited activity; curfew (tagging); drug testing; drug treatment; unpaid work; Local Authority residence and intoxicating substance treatment.

The court fixes a date by which you must complete your requirements under the order

The maximum period of a YRO is three years.

If you fail to obey the requirements or if you offend again during the YRO, the court can deal with you in one of three ways

- a) it can fine you, or
- b) it can amend the order by adding requirements or changing the requirements, or
- c) it can re-sentence you entirely, which could include a sentence of custody instead of your present order

## **REFERRAL ORDERS**

A Referral Order is an obligation placed on you by the Court to enter a Youth Offender Contract with the Youth Offender Panel. This is a compulsory programme of good behaviour, the aim of which is to prevent you re-offending. The contract may impose obligations upon you such as:

- a) making financial or other reparation to the victim of crime.
- b) attending mediation sessions with the victim.
- c) carrying out unpaid socially useful work.
- d) being at home at times specified (curfew).
- e) attendance at school or at a place of work.
- f) participation in specified activities.

A Referral Order does not count as a criminal conviction. However, if you breach the terms of the contract or if you re-offend, the case will be referred back to the Youth Court and some other punishment imposed. This is likely to result in you leaving Court with a criminal record.

## **REPARATION ORDERS**

Where the Court believes that an offence is not serious enough for a community sentence, it can make an order specifying that you must make reparation

- a) to a person or persons specified
- b) to the community at large

This means practical reparation, rather than just compensation.

The Youth Offending Team (YOT) advise the court whether there is any suitable Reparation Work available; whether you are suitable for the work; and what the victim or victims think of the requirements proposed.

- 1) it will not be for more than a total of 24 hours
- 2) it must be completed within three months
- 3) it must not interfere with school
- 4) it must not conflict with your religious beliefs
- 5) the victim must consent to the suggested reparation.

### **ABSOLUTE AND CONDITIONAL DISCHARGES**

Where the Court believes that an offence is not serious enough for a community sentence, it can make an order for an absolute discharge or a conditional discharge.

A conditional discharge means that the Magistrates decide not to punish you at this time for the offence, but to see whether you can keep out of trouble for the duration of the conditional discharge. However, if you do commit another offence during the currency of the conditional discharge, then the Court dealing with that offence may also re-sentence you for the offence for which you were given the conditional discharge.

An absolute discharge means that the Magistrates decide that it is not necessary to punish you. This can be because of the triviality of the offence, or the circumstances in which the offence came to be prosecuted, or special factors relating to you.

However the fact of receiving an absolute or a conditional discharge will show on your criminal record, although it does not "count" as a conviction for most purposes.

*Dunn & Baker – Here to help you*

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