



**Northampton Town Centre BID**

**Northamptonshire Business Crime Partnership**

**Northampton Town ASB Reporting Scheme**

**NTARS**

**Operating Guidelines**

# **OPERATING GUIDELINES**

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## Description of terms

<b>Word(s)</b>	<b>meaning</b>
<b>NBCP</b>	Northamptonshire Business Crime Partnership
<b>NTCBID</b>	Northampton Town Centre Ltd who operate the Business Improvement District
<b>NTARS</b>	Northampton Town Anti-Social Behaviour Reporting Scheme (NTARS)
<b>Scheme</b>	Northampton Town Anti-Social Behaviour Reporting Scheme (NTARS)
<b>BoD</b>	Board of Directors
<b>BoM</b>	Board of Management
<b>Administrator</b>	Person responsible for overall day to day running of the Scheme
<b>ASB Orders gallery</b>	Offenders with a CPW, CPN, CBO
<b>Intelligence sought gallery</b>	Prolific Offenders who potentially may need to be issued with a CPW
<b>Identity sought gallery</b>	Unknown Offenders over or appear to be over 16 years old
<b>Co-ordinators</b>	Staff (or contractors) of NBCP and NTCBID
<b>Authors</b>	Co-ordinators who have permission to publish on NTARS
<b>Member</b>	A NTCBID levy payer (this also includes those businesses or individuals who sign up to become voluntary members of the BID and pay the equivalent of a BID levy)
<b>Notice or Order</b>	CPW, CPN or CBO
<b>Offender</b>	A person caught, attempting or suspected carrying out any offence or act within BID area
<b>Arrest</b>	The detention of an offender by a member or by the police.
<b>DPA</b>	Data Protection Act 2018 <u>and</u> GDPR
<b>Data Protection Officer</b>	<b>Person responsible for all aspects of DPA 18</b>
<b>Crime Manager</b>	<b>Person responsible for all aspects of Offender Records</b>
<b>Scheme Manager</b>	<b>Person responsible for NTARS membership</b>

## **OPERATING GUIDELINES**

### **1.0 Introduction**

- 1.1 NTARS Partnership Operating Guidelines provide rules for management of the partnership between NTCBID and NBCP, which operates wholly within the NTCBID area of operation, and their individual BID Levy Payers, with special reference to the Data Protection Act, 2018. The Partnership have designated themselves as a Business Crime Reduction Partnership (BCRP). This guide will be subject to periodic review following consultation with all interested Parties, to ensure it continues to reflect its stated purpose and remains in the public and participants interests.
- 1.2 The scheme office Administrators address and contact details are:-
- Northamptonshire Business Crime Partnership (NTARS),  
Campbell Square Police Station,  
Campbell Square,  
Northampton,  
NN13EL  
Email address: [Info@retailcrime.org](mailto:Info@retailcrime.org)  
Telephone: 01604 629181

### **2.0 Partnership Description**

- 2.1 The Partnership will be operated fairly and in compliance with current legislation, the National Accreditation standard for BCRPs and partnership protocols for the stated aims and objectives for which it was established which is the prevention and detection of crime, disorder and anti-social behaviour, to reduce the opportunity to commit crime, disorder and anti-social behaviour and the apprehension and prosecution of offenders.
- 2.2.1 Each member of the Partnership is and remains bound by these NTARS Partnership Operating Guidelines.
- 2.2.2 The Area of operation is the Northampton Town Centre BID area.

### **3.0 Partnership Discipline**

- 3.1 The Partnership has specific responsibilities, which must be understood by all NTARS Members and their representatives. Members will at all times:-
- 3.1a Co-operate with the NTARS Board of Management
- 3.1b Abide by these Operating Guidelines.-

- 3.2 There shall be written agreements concerning data confidentiality and data protection and these will be strictly adhered to by the Data Controller(s), coordinators and members. Non-compliance of the Data Protection Act 2018 may lead to criminal prosecution and/or civil actions for damages.
- 3.3.1 Lesser infringements of procedure may be subject to sanction by the Administrator of the NTARS partnership. This may be in the form of training, or removal from the Partnership.
- 3.3.2 Information processed by the NTARS which may prove relevant to pending or possible prosecution will be passed to the police and/or Northampton Borough Council in accordance with local reporting procedures or any conditions laid down by the Crown Prosecution Service. When information is passed to a police officer or NBC staff, the level and nature of response to the information will be decided by that officer/staff. Where possible, the officer/staff should have been advised of the terms of operation of the scheme and the agreed procedures relating to it.
- 3.4 Any complaint regarding the operation of the Scheme shall be made to the Scheme Administrator for action. Depending on the nature of the complaint and where/who it is from, this may ultimately be dealt with by NBCP or NTCBID. The Administrator's decision shall be final.
- 3.5 The BoD or other representatives authorised on their behalf may periodically audit individual members to ensure security and confidentiality of documentation is being maintained in compliance to the Data Protection Act 2018.

#### **4.0 Third Party Employees**

- 4.1 Participating businesses may be represented by third party organisations such as guarding and store detective agencies or other out-sourced security services. Members employing/contracting Third Party staff must abide by the partnership protocols. The BoD and Northamptonshire Police will retain a power of veto on third party organisations.

#### **5.0 Data Management – Knowledge of the Data Protection Act 1998**

- 5.1 The BoD, the partnership co-ordinator(s) and members shall have an adequate and appropriate knowledge of the Data Protection Act, 2018.
- 5.2 The Joint Data Controllers for the NTARS partnership are the limited Non-Profit making Companies of NBCP and NTCBID, however for the purposes of the DPA, the current named persons are both the Chairpersons of the NBCP and NTCBID BoD.
- 5.3 The NTARS partnership will appoint an overall Administrator.
- 5.3 The NTARS partnership may appoint a trained Data Protection Officer.

- 5.4 The NTARS partnership may appoint a Crime Manager.
- 5.5 The NTARS partnership will appoint a Scheme Manager.

## **6.0 Data Management – Disclosure of Information**

- 6.1 No disclosure of personal data, including Special Category data, will take Place, other than in accordance with the Data Protection Act 2018. Data may only be accessed and shared with partnership members, authorised representatives of members or other authorised persons for the purpose of crime prevention, detection or the prosecution of offenders.
- 6.2 Disclosure of data to third party employees must only be as provided under the Data Protection Act 2018 and only following assessment by the Crime Manger.
- 6.3 The co-ordinator(s) are authorised by the BOD to be responsible for the administration of the Partnership and must ensure that access to the partnership office, files or electronic records held within the database records is only permitted for authorised purposes and by authorised individuals. The police will have access to data for the purposes of crime prevention or detection.
- 6.4 The Partnership co-ordinator(s) or a member may be required to provide statements regarding such information and may be required to attend court to give evidence.
- 6.5 De-personalised anonymous or other information, which is not subject to the Data Protection Act, may be released, where appropriate, from time to time to assist other Accredited BCRPs or partner agencies.

## **7.0 Data Management – Disclosure of Police Information**

- 7.1 Police will only disclose information to the NTARS partnership where there is a clear legal basis to do so. Information provided under partnership arrangements by police is for the prevention of crime, the detection of crime, the apprehension of offenders and/or the prosecution of offenders and must not be used for any other purpose. See also Northamptonshire Police Information Sharing Agreement.

## **8.0 Data Management – Displayed Galleries & Record Retention Policy**

- 8.1 In the agreed criteria set by the NTARS partnership, that the DISC system is set to automatically weed from displayed galleries after:-
  - ASB Orders – Manually set on expiration of Order
  - Intelligence Sought - 12 months

- Identity Sought – 6 months

- 8.2 On an ASB Orders Offender's Order expiring, they will manually be added to become Intelligence sought for a further period of 12 months.
- 8.3 When an Offender is listed on an Intelligence Sought and further activity and/or intelligence is evident, their Intelligence Sought may be further extended to 12 months from the date of the latest activity.
- 8.4 When an Offender is listed Identity Sought Gallery and they are subsequently identified. They must be assessed to ascertain categorised as Prolific and if appropriate, to place on as Intelligence Sought; or their record deleted.
- 8.5 Once an Offender, Intelligence Sought or Identity Sought, expires from a gallery after their display period ends; with no further offending, criminal intelligence, ASB or activity listed, they will no longer be displayed to members.
- 8.6 In the case of 8.5 above, their record, though not displayed to members, will be retained on the database for a further 12 months in the background. If no further criminal activity is evident, their record will automatically be expunged from the NTARS DISC database.
- 8.7 In the case of the NTARS back up records:-
- Each record will be assessed on its own merit to ensure that it is kept accurate, relevant and not kept longer than necessary.
  - Should an Offender not be active for a 2 year period, their whole back ground profile will no longer be retained and be securely deleted.
- 8.8 The audit, retention decision and if necessary, secure deletion of electronic and Paper records as listed in 8.6 and 8.7 above, will be reviewed and appropriate action taken in January 2020 and thereafter every January.

## **9.0 Data Management – Security**

- 9.1 All co-ordinators and Members will maintain appropriate and secure storage facilities for all data in accordance with good practice and the requirements of the Data Protection Act 2018.
- 9.2 The data and/or information held within NTARS DISC Gallery's, database, files or documentation is confidential and must only be used for the purpose for which it was generated.
- 9.3 Any such data and/or information must not be disclosed to any third party who

have not signed the necessary agreements. **The reproduction of any part of the photo album is prohibited. Unauthorised printing, copying, saving to any external source, or further dissemination of any information held within DISC, is prohibited without the express written consent from the NTARS Administrator.**

- 9.4 The responsibility and potential liability for inappropriate disclosure also rests with the individual member once the electronic Membership Agreement, Data Integrity affirmation and these Operating Guidelines have been read, acknowledged and deemed electronically signed.
- 9.5 Access to DISC should only be from authorised business premises/devices as stated at the point of application. Changes of name, contact details or business address should be submitted to the NTARS Scheme Manager – ([ntars@northamptonbid.co.uk](mailto:ntars@northamptonbid.co.uk)). Should members use their own personal device, they must ensure that they have adequate security and they use them at their own risk.
- 9.6 Breaches of confidentiality by members and/or their representatives may also be subject to sanctions by the appropriate Partnership Administrator.
- 9.7 Upon gaining a database log-in, training regarding compliance with the security measures detailed above will take place and by electronically reading/acknowledging and deemed as electronically signed that the Member agrees to be compliant and has understood the full implications.
- 9.8 Each Member will appoint a representative to be responsible for the security of Data (any change to the details for point of contact should be communicated to the Scheme Manager as soon as possible – 9.5 above)
- 9.9 To ensure that security rules are complied with and to facilitate audits. Overall responsibility for compliance with the Data Protection Act by the partnership rests with the Data Controller(s).

## **10.0 Membership**

- 10.1 On behalf of the NTARS Partnership, Co-ordinators will actively recruit new membership to the Partnership, from Northampton Town Centre BID levy payers
- 10.11 A member business must be a fully paid up NTCBID levy payer (within 3 months of BID levy invoice)
- 10.12 It is the Scheme Manager's responsibility to ensure that any proposed member business is correct, proper and responsible. If there is doubt, the NTARS Administrator will make the final decision.
- 10.2.1 Once a levy payer is approved and appropriately trained, they MUST read and electronically agree to these Operating Guidelines, which will be made a 'Must



Read' document. Continued access to NTARS DISC secure database and App indicates agreement to abide by these terms and conditions, confirming their acceptance and awareness of their statutory obligations and responsibilities as listed within these Operating Guidelines and Data Protection Act 2018

- 10.2.2 Members may at any time withdraw their consent to use their personal data or abide by the terms and conditions of these Operating Guidelines. However, this will then result in their removal and access to NTARS and the inability to use any of its functions or Information or Documents.-
- 10.2.3 Members must Re-certify to the mandatory Data Integrity agreement and change their password on DISC every 3 months
- 10.2.4 Members who have not logged on for over 3 months will have their access deleted and be required to re-register.

## **11.0 Photo Album File**

- 11.1 The image gallery consists of a series of images produced in three sections - ASB Orders Gallery, Intelligence Sought Gallery and Identity Sought Gallery.
- 11.2 Sufficient information on description, offence details and image (when available) for each section above are made available to enable members to identify offenders.
- 11.3 Each image gallery will comprise of images as approved by the criteria set by the NTARS partnership.
- 11.4 Image galleries are updated/reviewed/issued within DISC as deemed necessary. Each review must comply with the six principles of GDPR.
- 11.5 On behalf of the NTARS Partnership, the Administrator will be responsible for the maintenance of records on DISC, including the sharing, retention, security and destruction of Photo Gallery files. Database files will be updated immediately as practicable.

## **12.0 Incident/Intelligence Reporting Procedure**

- 12.1 It is the responsibility of each member to record all incidents and intelligence promptly, utilising either the on-line DISC Incident or intelligence reports. This information can then be processed and a decision made by the NBCP's Crime Manager.
- 12.2 All incidents of crime, attempted crime, anti-social behaviour, deterring of offenders or sightings of targets or their associates and other relevant information should be reported to the NBCP by the means detailed above.

### 13.0 Public Realm Reports

- 13.1 Public Realm reporting refers to levy-payers direct reports to NBC and NCC, via NTARS, of environmental issues for action by the relevant Local Authority or their third party contactors. These reports are issues of Street lighting, pot holes, flytipping etc.
- 13.2 The list of available Public Realm report categories maybe altered, added to or removed.
- 13.3 Public Realm reporting does not replace existing methods of reporting such issues to local authority and partners, but is intended to assist Members in reporting.
- 13.4 NTARS cannot guarantee that such reports are received or appropriately actioned. ~~STEVE TO ESTABLISH AN SLA WITH NBC/NCC FOR ACTION~~
- 13.5 Any action to the Public Realm Reports is always at the discretion, cost and time scale of the relevant Local Authority or Contractor.
- 13.6 Any enquiry about any Public Realm Report MUST be to the relevant Local Authority or contractor using their preferred method of contact and MUST NOT be through another Public Realm Report.

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### 14.0 Use of Police Photographs

- 14.1 NTARS uses Northamptonshire Police photographs. The agreement for sharing these photographs is detailed in Northamptonshire Police Information Sharing Agreement with NBCP and is agreed/signed by Northants Police and the NBCP.
- 14.2 Northamptonshire Police Photographs are always the property of Northamptonshire Police and no one may share, copy, reproduce or process them in any way shape or form outside of this membership agreement.
- 14.3 Photographs belonging to members and shared/uploaded with NTARS may be further shared and appropriately used by Northamptonshire Police within this membership agreement.
- 14.4 Additionally, any photograph shared by members to the NBCP, may be used or further shared with concerned parties within the Membership Agreement at the discretion of the NTARS Administrator.

### 15.0 ASB Order, Intelligence Sought, Identity Sought Criteria

- 15.1 The NTARS image galleries only contain images of prolific Offenders. However, Identity Sought Gallery may NOT, once identified, prove to be a prolific offender.

- 15.2 A prolific Offender is categorised as anyone whom by way of a mixture or combination of police and partnership information and intelligence and notwithstanding Crime Convictions, as at least 2 relevant reports/incidents within the previous 12 months. They must pose a credible threat or risk of loss to individual member or group of member businesses within the NTCBID area of Operation.
- 15.3 The decision to include an Offender or potential offender on the galleries is made by the NTARS Crime Manager.

## **16.0 Audit**

- 16.1 All partnership members will submit to an annual inspection, at the discretion of the NBCP, to ensure compliance with the Data Protection Act 2018 and partnership protocols. The results of the audit will be reported to the Administrator who is responsible for the audit process. No member will be allowed to conduct an audit of their own operation.
- 16.3 Partnership files and records will be held for a period as detailed in the NTARS Data Management Policy. Financial records will be held for seven years.

## **17.0 Radio Scheme**

- 17.1 The Northampton Town Centre Radio system is provided by NBC and is independent to the NBCP and NTCBID. The purpose is to provide an instantaneous communications medium for members to transmit details of incidents, suspects, vehicles and other information to businesses within the partnership, CCTV operators and local police.
- 17.2 Radio communications concerning named persons are covered by the Data Protection Act 2018 and steps should be taken to avoid unauthorised third party disclosure.
- 17.3 Though NBCP and NTCBID actively support and encourages membership to the Northampton Town Centre Radio scheme, we are not responsible for these radio schemes
- 17.4 Copies of written radio procedures and protocols are provided by NBC.

## **18.0 Training**

- 18.1 Co-ordinator(s) must demonstrate an adequate knowledge of the Data Protection Act and other relevant legislation.
- 18.2 The NTARS will provide any training or ongoing training on best practice on use of the online, secure database, free of charge. Bespoke or enhanced training may be at extra charge.

18.3 A training programme for Members in combating Crime, ASB and use of the radio scheme should be maintained to ensure that members are aware of their role, responsibilities and procedures should they subscribe to the Town Centre Radio Scheme. The NTARS partnership may assist with training at our discretion but the Town Centre Radio Scheme is the responsibility of NBC.

18.4 The NTARS Point of contact for each member business will be responsible for requesting any training for new members of staff through NTCBID ([ntars@northamptonbid.co.uk](mailto:ntars@northamptonbid.co.uk)).

## **19.0 Key Performance Indicators and Management Information**

19.1 Key Performance Indicators are the annual survey information and financial viability of the scheme as detailed within the annual report. In addition, a variety of KPI's may be produced by NTARS.

## **20.0 Media Relations/Publicity/Website**

20.1 All media enquiries should be referred through to the NTARS Scheme Manager ([ntars@northamptonbid.co.uk](mailto:ntars@northamptonbid.co.uk)) who is responsible for the appropriate response. Members should not seek to represent the Partnership without consultation.

20.2 Publicity materials such as posters, leaflets, brochures, newsletters etc. will all be prepared with the NTARS Scheme Manager's approval..

20.3 The NTARS Annual Report will be made available to all members and their parent organisations, partners and sponsors of the scheme, with copies being retained on file for future record. The Annual Report will also be available at [www.northamptonbid.co.uk](http://www.northamptonbid.co.uk) and on NTARS.

20.3 The NTCBID Partnership website [www.northamptonbid.co.uk](http://www.northamptonbid.co.uk) will be used as a platform for promoting the NTARS partnership.

20.4 The NTARS DISC database will be maintained by the Scheme Administrator and used as a platform for promoting the scheme.