

Working Together For a Safer Community

A Memorandum of Understanding between
the Chief Constable of the Police Service of
Scotland and Neighbourhood Watch Scotland
SCIO

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1. INTRODUCTION

1.1 Neighbourhood Watch Scotland (“NWS”) is a Scottish Charitable Incorporated Organisation (SC036510) having its Principal Office at Office 23, Enterprise House, Springkerse Business Park, Stirling, FK7 7UF, created for the purpose of the advancement of citizenship and community development, in particular through advancing and promoting public participation in the prevention and resolution of crime, and in furtherance of this purpose has the aim of developing and supporting new and existing Neighbourhood Watches throughout Scotland. It provides a central point of contact for Neighbourhood Watches and other safety groups in Scotland. The Scottish Government is the primary sponsor of NWS, providing funding and other support.

1.2 NWS has identified its core outcomes as follows:

- Neighbourhood Watch groups are better informed, better connected and have the capacity to contribute to the safety and resilience of the community.
- People in Neighbourhood Watch areas feel safer.
- Communities are better supported by having a more sustainable network of Neighbourhood Watches.

1.3 **The Chief Constable of The Police Service of Scotland**, was appointed in terms of Section 7 of the Police & Fire Reform (Scotland) Act 2012 (“the 2012 Act”) having his Headquarters at Randolphfield, St Ninian’s Road, Stirling, FK8 2HD (“the Chief Constable”) as Chief Constable of the Police Service of Scotland, a constabulary created in terms of Section 6 of the 2012 Act. The Chief Constable must ensure that the policing of Scotland is done with due regard to the policing principles in Section 32 of the 2012 Act which are that the main purpose of policing is to improve the safety and well-being of persons, localities and communities in Scotland, and that the Police Service, working in collaboration with others where appropriate, should seek to achieve that main purpose by policing in a way which (i) is accessible to, and engaged with, local communities, and (ii) promotes measures to prevent crime, harm and disorder. The priorities and objectives of The Police Service of Scotland (“PSoS”) make a significant contribution towards the Scottish Government’s National Outcomes and purpose of creating a more successful country, with opportunities for all of Scotland to flourish, through increasing sustainable economic growth.

1.4 PSoS is committed to working with partners to be accessible and engaged with local communities, and to the promotion of measures to prevent crime, disorder and harm to individuals and local communities.

1.5 PSoS engagement with NWS will be facilitated through the Superintendent, Specialist Crime Division, Safer Communities. This officer will, subject to the provisions of the NWS constitution, be invited to meetings of the NWS Board to observe, and where appropriate speak at same to represent the Service at that forum. The officer shall, in accordance with the NWS constitution, not participate in decision making.

2. PURPOSE

- 2.1** The purpose of this Memorandum of Understanding (MoU) is to outline the roles and responsibilities of the Chief Constable of PSoS and NWS. This MoU also provides an agreed framework to support and sustain future partnership working between the organisations at both a national and local level.

3. ROLES AND RESPONSIBILITIES UNDER THIS MOU

3.1 NEIGHBOURHOOD WATCH SCOTLAND

- 3.1.1** NWS was established with the vision to help ‘people in Scotland work together to keep their communities safe’, and promotes and shall continue to support the benefits of establishing local neighbourhood watch schemes around Scotland.
- 3.1.2** NWS provides and shall provide a variety of resources, advice, and good practice in relation to starting and sustaining a new scheme, assisting individuals find and join an existing scheme in their local area.
- 3.1.3** NWS establishes and maintains partnerships with a wide variety of organisations that promote and support community safety in Scotland. This includes and shall continue to include joint working with PSoS at a national level and locally in support of specific schemes.
- 3.1.4** As part of it’s role in sharing good practice among new and existing neighbourhood watch schemes, NWS will provide the following guidance to local scheme co-ordinators and scheme members in relation to the role and functions of PSoS officers in supporting local neighbourhood watch schemes.

Subject to operational exigencies and any requirement of law, PSoS will:

- Communicate with co-ordinators in respect of the incidence of crime and other community safety issues in their areas;
 - Communicate policing priorities and local policing plans to co-ordinators and neighbourhood watch members;
 - Work in partnership with NWS and other relevant partners to address community safety issues, provide public reassurance, and crime prevention advice;
 - Provide a point(s) of contact with local policing.
- 3.1.5** In addition to outlining the role and function of PSoS, NWS will ensure that the role and function of other partners is also described to local co-ordinators and scheme members. This will assist them to identify most appropriate partner(s) engaged to address each issue identified and enhance effective local partnership working. Where local co-ordinators request police officer attendance at a scheme meeting, the officer will normally only attend to provide a short policing input or note specific concerns and not remain for the entire meeting. Where operational commitments preclude an officer’s

attendance at a meeting, PSoS input may be facilitated by correspondence or the provision of written reports.

3.2 POLICE SERVICE OF SCOTLAND

- 3.2.1** Keeping People Safe is the central focus of the Service and is the key driver for operational policing delivery to local communities. PSoS identifies its policing priorities through broad consultation and evidence-based crime analysis, and publishes its national and local policing plans widely. Activity and police performance throughout Scotland is informed and measured against these policing priorities and plans.
- 3.2.2** Community Policing remains a cornerstone for police service delivery and the link between community police officers and local neighbourhood watch schemes is recognised as being crucially important to PSoS. Schemes provide PSoS with valuable opportunities to engage with local communities, share and gather community information, and provide important public reassurance at key times. PSoS recognises the importance of police officer engagement in supporting and sustaining local schemes.
- 3.2.3** Officers will support schemes as described in 3.1.4 hereof but will not become members of any scheme or of NWS; will not be involved in the decision making; and will not co-ordinate or administer local schemes. This must be facilitated by scheme members supported by NWS. The nature of police officer engagement is highlighted above at 3.1.4 and will directly link to policing priorities and local policing plans.
- 3.2.4** PSoS will support neighbourhood watches as previously described at 3.1.4. Police Officers may as they consider appropriate, having regard to the provisions of the Data Protection Act 1998, share relevant information with scheme members and the wider community for the purposes of preventing crime. This information may be shared in a variety of ways, including using electronic systems such as NWS Neighbourhood Alert.
- 3.2.5** The granting of access to such electronic system(s) and the required training for user's, will be controlled and facilitated by NWS, with the details of all police users recorded centrally within PSoS by a nominated Single Point of Contact (SPoC). The SPoC will be the Constable at PSoS Specialist Crime Division (SCD), Safer Communities. Police officers granted access to this system will sign, and be bound by, the NWS terms and conditions of system usage, in terms of the draft annexed and signed as relative hereto and which forms Appendix B hereto. Any amendment of the NWS terms and conditions require to be intimated to the PSoS and agreed by the Chief Constable.
- 3.2.6** The Divisional / Departmental senior officer with responsibility for the trained police user providing information to the public via NWS systems will be responsible for authorising the publication of that information in the public domain. They will also ensure PSoS Standard Operating Procedures, and guidance regarding corporate message style and format are followed.
- 3.2.7** Local police officers will remain wholly within the control of the Chief Constable and NWS acknowledges and accepts that the provision of the

support detailed herein is always subject to operational policing exigencies within Scotland.

4. OVERSIGHT AND REVIEW

- 4.1** In relation to the day-to-day operation of this MoU, the NWS National Development Officer will be responsible for recording any issues from a NWS perspective, with the Specialist Crime Division (SCD) Safer Communities representative invited to attend any NWS Board Meeting in terms of Clause 91 of the NWS constitution as the officer responsible for collating and resolving any police related issues and the Specialist Crime Division (SCD) Safer Communities representative invited to attend any NWS Board Meeting in terms of Clause 91 of the NWS constitution will be responsible for recording any issues from a PSoS perspective with the said NWS National Development Officer.
- 4.2** Where local issues linked to the operation of the MoU are identified, the above parties will liaise with one another as required to resolve them. A summary of any issues identified, and remedial action taken, will be notified to the NWS Board of Charity Trustees in line with internal NWS governance processes and to the Superintendent, SCD, Safer Communities, Police Scotland.
- 4.3** At a national level, NWS oversight in relation to operation of this MoU will be facilitated by the NWS Board of Charity Trustees and by the Chief Superintendent, Safer Communities, Specialist Crime Division, Police Scotland.

5. SIGNATURES

This Memorandum of Understanding consisting of this and the preceding pages together with the Appendix A and Schedule hereto are executed as follows:-

Signature

Name

Date:

Rank

Place of signing

On behalf of the Chief Constable of the Police Service of Scotland

..... Witness

..... Witness Name

..... Witness Rank/ Job Title

Place of signing

Date:

On behalf of Neighbourhood Watch Scotland SCIO

..... Authorised signatory

..... Full Name of
Authorised Signatory

..... Position/ job title

..... Witness

..... Witness Name

..... Witness Address

.....

..... Authorised signatory

.....Full Name of
Authorized Signatory

.....Position/ job title

..... Witness

..... Witness Name

..... Witness Address

.....

GLOSSARY OF TERMS

Chief Constable
PSoS Chief Constable of the Police Service of Scotland
 Police Service of Scotland

MoU Memorandum of Understanding

NWS Neighbourhood Watch Scotland, SCIO

SCD Specialist Crime Division

SPoC Single Point of Contact

NWS Terms and Conditions of System Usage

Welcome to the Neighbourhood Watch Scotland Messaging system

Who can see my personal details and other information that I provide?

Information Providers and organisations able to see your data are: Neighbourhood Watch, The Police, Fire & Rescue Service and VISAV (system administrators). Once registered you can select additional Information Providers and remove any of the above (see below).

"The Police" as stated above is defined by: authorised and trained employees of Police Scotland, or other UK police forces (where relevant information is shared across the UK Neighbourhood Alert Network). All of which have agreed to abide by the Neighbourhood Alert rules and Conventions and limited to Forces and Constabularies who are bound under the terms of a current Neighbourhood Alert Licence.

"Fire & Rescue Service" as stated above is defined by: authorised and trained employees' of your local Fire and or Rescue service and a limited number of trained personnel from Fire and / or Rescue service organisations in other regions of Scotland. All of which have agreed to abide by the Neighbourhood Alert rules and conventions and limited to organisations that are bound under the terms of current Neighbourhood Alert Licence

"Neighbourhood Watch" as stated above is defined in Scotland by "authorised and trained employees of *Neighbourhood Watch Scotland* and democratically elected representatives of registered Neighbourhood Watch groups".

The Neighbourhood Alert system is also operated in England and Wales by elected representatives of the *Neighbourhood and Home Watch Network*. Where relevant, data may be shared between Neighbourhood Watch Scotland and the Neighbourhood and Home Watch Network.

Both Neighbourhood Watch Scotland and the Neighbourhood and Home Watch Network have signed a Neighbourhood Alert Information Provider licence to represent Neighbourhood Watch throughout UK.

"VISAV" as stated above is defined by: trained, vetted and authorised employees of VISAV Limited, Sherwood Business Centre, Mansfield Road, Sherwood, Nottingham, Nottinghamshire, NG5 2GA, Tel: 0115 9245517, email support@neighbourhoodalert.co.uk. VISAV are only authorised to use your information for the purposes of system administration, support and testing.

Each organisation has signed an Information provider Licence and has a nominated Data Controller registered with the Information Commissioners Office.

The use of your data

Your details will be used primarily for distribution and collection of community safety information and where applicable for the management and growth of the Neighbourhood Watch community, to facilitate the sending and receiving of messages in relation to crime prevention, the detection of crime and other matters concerning public safety. However the Information Providers and administrators reserve the right to use the information for any other policing purpose.

Receiving messages

You agree to receive Alerts from the Neighbourhood Alert message broadcast system (the system), and accept that you may receive emails, text messages or voice messages from the above parties but will not incur any costs. No guarantee or promise is made or should be assumed that messages will be sent on a regular or reliable basis, a minimum number of emails, text messages or phone calls cannot be guaranteed. The administrators and Information Providers make no promise or guarantee that you will be warned about imminent, past or present incidents or threats by using this system and no guarantee should be implied.

Who is the site for?

The site is primarily aimed at any resident living within Scotland but is available to anyone that lives within the UK at the discretion of Neighbourhood Watch Scotland.

1. Applying to be a member:

1.1 To register with the system, please click on the Join button.

1.2 All applicants are required to acknowledge the system terms and conditions when completing the application form.

1.3 All applications are forwarded to the system administrator for approval.

1.4 Approval is at the discretion of the system administrator.

1.5 Any person(s) under the age of 18 should seek permission from a parent or guardian before applying to become a member of the system.

1.6 You accept responsibility for ensuring that the details provided by you are kept up to date and accurate.

2. System Security:

2.1 Passwords must be kept safe and not passed or loaned to anyone.

2.2 Passwords should be a mixture of at least 8 characters and numbers.

2.3 Avoid family names, pet names or a home postcode as a password.

2.4 Although not compulsory, we recommend passwords should be changed on a regular basis (at least every three months if possible).

2.5 Any inappropriate use of the system by an approved member will result in their removal from the system.

3. Use of message information:

3.1 You are permitted to share the information contained in community messages with other members of the public however you must use your best judgement to retain or distribute this information according to the interests of public safety and crime prevention.

3.2 Information in messages can be used in local newsletters and publications providing they are copied accurately and not used in a misleading or misrepresenting context.

3.3 Messages are sent to keep members of the public up-to-date with what is going on and must not be used in a manner as to unduly raise the fear of crime.

4. Communication with Information providers:

4.1 Members may reply directly to the community messages. Contact details are also provided on each message.

4.2 Any communication with Information Providers should not contain any racial, religious, homophobic, sexual comments or any comments that could be categorised as a Hate Crime.

4.3 Any communication with Information Providers should not include any comments that may be considered offensive or inappropriate.

5. Data Protection:

5.1 Information provided to Information Providers by users of this website will be treated in accordance with the Data Protection Act 1998.

5.2 Information will not be sold, loaned or disclosed to any other user unless required to by law.

6. Disclaimer:

6.1 This site is one of many sites connected to the neighbourhood Alert system; use of the system by Information providers is under licence from VISAV Limited.

6.2 VISAV accepts no liability for any problems, defects or damage caused to hardware, software or data owned by the user accessing the systems software.

6.3 Any call charges or costs incurred accessing the web site or replying to messages is the responsibility of the bill payer, whose consent should be obtained before using the system.

6.4 Information Providers are not responsible for the content or availability of any linked websites. Listing a site should not be seen as an endorsement of any kind.

Who owns this website?

VISAV Limited (VISAV) is the data controller for the entire Neighbourhood Alert Network of sites and own the website. VISAV ensure that each licensed Information Provider is aware of their responsibilities under the Data Protection Act and will pass on any complaints to the Information Provider concerned.

VISAV will, on behalf of the Information Providers and site administrators, lawfully and securely administrate all personal details submitted to this website. VISAV will not divulge any personal details that you provide to any of its partners or any other body or individual without your permission, unless it is essential to do so for the purpose of detecting or preventing crime, or in the interests of public safety. VISAV Ltd cannot accept any responsibility for damage or loss to equipment, software or data caused by use of this site.

Unsubscribing

Your permission to share your data with each Information Provider can be given and withdrawn at any time by calling VISAV Limited on 0115 9245517 or instantly by ticking/un-ticking the Information Providers name in your message settings area. Every email sent to you contains a link which will connect you to a secure web-page which will enable you to instantly change who can send you information, what priority and type of message you are willing to accept. You can also totally unsubscribe by clicking a checkbox and confirming your request by clicking a link which will be sent to you by email.

Website discussion areas

While the administrators and moderators of this website will remove any objectionable material as quickly as possible, it is not possible to review every message. If you should see material that you find unacceptable, please contact the administrator via this link info@neighbourhoodalert.co.uk.

Discussion area posting conditions

You agree not to post any abusive, obscene, vulgar, slanderous, hateful, threatening, sexually-oriented or any other material that may contravene any laws or is likely to cause offence or distress to other users. Doing so may lead to you being immediately and permanently banned from this system. You agree that the administrator and moderators of this website have the right to remove, or close any topic / message at any time should they see fit. The IP address of all messages is recorded to aid in enforcing these conditions. Any unlawful breach of use of the website may result in legal action being taken against you.

Please be aware that all messages sent using this website express the views and opinions of the author and not the administrators, moderators, Information Providers or Webmaster, hence VISAV and members of the administration cannot be held liable for material posted on this site or information distributed by the communication system.

By using the website you undertake to indemnify VISAV and the administrators and its staff against any liability arising from any breach of confidentiality, copyright or other intellectual property right published by you on this website and against any loss, damages, claims and costs arising from any such publication.

'Spam'

Sending 'spam' (marketing / sales material) via the service is not acceptable and the sending of such information will result in being barred from the system. The administrators and VISAV reserves the right to monitor this site and any persons found abusing this service can have their rights revoked without notice.

Terms and conditions are subject to change. You will be notified of any changes.