

**NATIONAL TRADING STANDARDS BOARD  
(NTSB)**

**Regional Enforcement Team ('Scambusters')**

**PROTOCOL FOR REGIONAL ENFORCEMENT TEAM  
INVESTIGATIONS**

Interpretation

For the purposes of this Protocol -

**"RCBC"** means **Redcar and Cleveland Borough Council**

**"NTC"** means **North Tyneside Council**

**" SNET"** means the **Scambusters North East Team**

**"Delegated Power"** means the discharge of the statutory powers of the local weights and measures authority contained within 'specified legislation' granted to RCBC officers by NTC under Section 101 of The Local Government Act 1972 and or The Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012.

**"Commencement Date"** means the date the Delegated Power is granted.

**"Term"** means from the date of signing of this protocol to the conclusion of the investigation

**"Specified Legislation"** means all the powers and functions of the Authority relating to trading standards, weights and measures, consumer protection, public safety and other related legislation, including powers of enforcement, issuing suspension notices and prosecution and civil action.

**"North Tyneside Council Liaison Officer ( NTCLO)"** means the relevant person appointed by the Head of Environment Housing and Leisure to liaise with the Head of SNET on matters relating to and in connection with the SNET Project.

**"Appropriate Contact Officer"** means The Regional Enforcement Manager (REM) their immediate line manager or any person nominated by RCBC or authorised by them in this respect.

**"NTSB"** means National Trading Standards Board

## **1. Application**

1.1 This Protocol applies to the NTSB / HM Treasury funded “Regional Enforcement Team Project’ and covers the following issues:-

- The conduct of investigations and associated working practices for the SNET officers when conducting investigations or operating in North Tyneside;
- The mechanisms whereby NTC is updated on the progress of the project and any significant issue relating thereto;
- The exchange of intelligence and information between the SNET and NTC; and
- The institution of legal proceedings.

1.2 For the avoidance of doubt this protocol is an agreement for the purpose of section 113 of the Local Government Act 1972 – ‘Placing of staff of local Authorities at disposal of other local authorities’.

1.3 The officers placed at the disposal of NTC and who are given the delegated power to discharge statutory powers on behalf of NTC will be consulted by RCBC before they are placed at the disposal of NTC.

## **2. Protocol**

2.1 The purpose of this protocol is to facilitate the delegation of powers to RCBC officers employed within RCBC’s SNET to enforce the provisions of ‘Specified Legislation’ within the area of NTC. The protocol encourages the exchange of information and a working partnership approach between RCBC and NTC in relation to the ‘Specified Legislation’

2.2 This Protocol will come into force on the Commencement Date and terminates at the end of the Term.

2.3 Notwithstanding the terms and conditions of this Protocol, this Protocol does not prejudice the right of NTC to withdraw the Delegated Power at any time during the Term. However NTC undertakes not to withdraw the Delegated Power unless it considers there is good reason to do so. The Delegated Power is not to be unreasonably withdrawn by NTC.

## **3. The SNET**

3.1 It is recognised that officers in the SNET will need authority to initiate and/or undertake investigations falling within the scope of the Regional Enforcement Team Project’ where such potential offences fall entirely outside of the RCBC boundaries. This protocol and also the Delegated Power is deemed to provide such authority to RCBC and its officers regarding all matters, relevant to this project except for the decision to take formal action, up to and including the institution of legal proceedings which remain with NTC.

3.2 RCBC officers are appointed dependent on the level of funding and are

managed on a day to day basis by the REM to be deployed dependent on regional need.

- 3.3 The REM will report directly to the Director of Area Management for RCBC or nominated officer as appropriate.
- 3.4 The Regional Enforcement Manager will, when required, provide regular progress reports, from the Commencement Date, to the Head of Trading Standards
- 3.5 It is recognised that all decisions concerning the pursuance of relevant investigations, decisions to prosecute and the laying of charges and/or information on such relevant matters within NTC, shall be taken by NTC and in accordance NTC's Enforcement Policy.

#### **4. Working Arrangements in the North Tyneside Council Area**

- 4.1 NTC will designate and appoint a North Tyneside Council Liaison Officer (NTCLO).
- 4.2 The Regional Enforcement Manager will at any time he considers necessary and prudent, or at the request of the NTCLO, brief the NTCLO on any intelligence gathered, any progress made on investigations, relating to or affecting North Tyneside Council and/or its residents.
- 4.3 Further to Clause 4.2 above, all reasonable steps will be taken by the REM to keep the NTCLO updated on the progress of investigations and enquiries being carried out in North Tyneside and any changes made or introduced by NTSB concerning the 'Regional Enforcement Team Project'. It is incumbent on the REM to maintain regular dialogue/communication with the NTCLO.
- 4.4 The SNET will have regular contact with the Police and other Government agencies. The REM will consult the NTCLO to identify any local arrangements, investigations and protocols before any investigation is commenced in pursuance of the 'Regional Enforcement Team Project' 'Wherever possible, the REM will actively involve the NTCLO and seek to develop close links between those agencies and RCBC.
- 4.5 The Head of SNET will as soon as reasonably practicably inform the NTCLO of the outcome of any concluded investigations conducted within North Tyneside.
- 4.6 The NTCLO will soon as reasonably possible inform the Regional Enforcement Manager of the outcome of any concluded investigations and prosecutions conducted within North Tyneside.
- 4.7 The exercise by RCBC of these arrangements shall be at no cost to NTC.
- 4.8 In the absence of the REM, their role, duties, and responsibilities shall be discharged and carried out by other Appropriate Contact Officers as nominated at that time.

## **5. Referral of Information/Intelligence to the Project Team**

- 5.1 It is recognised that the SNET will rely on receiving information about infringements of specified legislation whilst working on behalf of NTC
- 5.2 NTC will endeavour to provide as much relevant information and intelligence as reasonably and practicably possible to the SNET concerning any investigation being carried out within NTC having regard to any statutory limitations/restrictions, the time likely to be expended, resources available and costs likely to be incurred by NTC in providing the same.
- 5.3 Information and intelligence will be provided by the NTCLO to the REM or a person designated by him/her.
- 5.4 The SNET will not, as a matter of routine, investigate individual complaints received concerning alleged breaches of specified legislation. However, such complaints may be used by the SNET as a source of intelligence.
- 5.5 RCBC, SNET and NTC agree to process personal data only in accordance with the requirements of the General Data Protection Regulation and Data Protection Act 2018 and to disclose information only in accordance with the requirements of the Enterprise Act 2002.

## **6. Conduct and Control of Investigations**

- 6.1 The conduct and control of all investigations undertaken by the SNET in NTC will be the responsibility of NTC. Investigations will be undertaken in line with NTC's published Enforcement Policy
- 6.2 NTC will take the lead responsibility for all aspects of the investigations and responsibilities under the Criminal Procedure and Investigations Act 1996, Regulation of Investigatory Powers Act 2000, the General Data Protection Regulation and Data Protection Act 2018, the Freedom of Information Act 2000 and the Enterprise Act 2002.
- 6.3 RCBC will be solely responsible for the Health and Safety of SNET officers and any other officer or person within the direct management of the SNET providing support and assistance in any investigation undertaken by the SNET.
- 6.4 Where breaches of 'specified legislation' are identified, action will be taken in accordance with the enforcement policy and procedures adopted by NTC

## **7. Responsibilities and Actions of the Authorities**

- 7.1 RCBC shall be liable for the actions and competence of the persons employed within the SNET and shall ensure that the SNET shall comply with all legislative requirements and take all reasonable steps to ensure any actions taken are lawful and within the spirit of the protocol.

- 7.2 NTC shall be liable for the actions and competence of persons within its employ and shall take all reasonable steps to ensure the competence of those persons in carrying out their functions and that they comply with legislative requirements and the spirit of this protocol.
  
- 7.3 Information / intelligence provided between RCBC and NTC shall be used for the purpose intended and shall not be divulged to third parties unless to do so would be lawful and in pursuant of an investigation / enquiry subject to this protocol.
  
- 7.4 RCBC and NTC endorse a joined up working approach to the enforcement of the 'Specified Legislation'. The partners will attempt to promote consistency in enforcement. However, this protocol does not attempt to restrict the powers of authorised officers of the SNET or RCBC from discharging their duties, as appropriate.

**Commencement date: 28 February 2019**



**Signed:** .....  
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North Tyneside Council

**Signed:** .....

Redcar and Cleveland Borough Council