

Sanctions Policy.

Sanctions Policy

Date approved	October 2019
Approved by	Head of Quality Assurance
Review date	October 2020
Responsible Manager	Head of Quality Assurance
Executive Lead	Chief Operating Officer
Accessible to	Staff, External Stakeholders, Customers

1. Policy statement

This policy sets out NCFE's framework when considering and applying sanctions and aims to ensure that we follow a robust and objective process for determining whether and when a sanction should be applied and outlines the steps that will be taken.

This policy should be read in conjunction with and secure compliance with the Centre Agreement and NCFE's mandatory policies and all other mandatory documentation, including JCQ's Suspected Malpractice: Policies and Procedures. It does not replace any of the requirements contained within. Non-adherence to our awarding policies may itself constitute as maladministration, malpractice and / or a breach of the Centre Agreement and may result in sanctions being applied in accordance with this policy.

2. Applicability of policy

This policy applies to:

- Awarding (NCFE/CACHE)
- external stakeholders, including our customers
- any future business units or subsidiaries.

This policy relates to NCFE (we, us, our etc.) The use of 'NCFE' refers to NCFE and NCFE-owned brand names (such as 'CACHE').

3. Scope and purpose of policy

Our Sanctions Policy sets out and explains a range of potential enforcement actions that we may take in relation to centres, centre staff and / or learners that are suspected, or have been proven, to have not adhered to our regulations, policies and / or procedures; in particular those outlined within the Centre Agreement and Mandatory Policies. We refer to these types of actions as 'sanctions'. Sanctions are applied proportionately against the incident / event that has occurred and / or the frequency of reoccurrence and its effect. In particular, sanctions are applied to assist us in minimising the risks of Adverse Effects (see Section 1), and of maladministration and malpractice to ensure the validity, reliability and integrity of our Products.

Our policy aims to ensure that we follow a robust, consistent and objective process for determining whether and when a sanction should be applied and outlines the steps that will be taken in connection with the available evidence in each case, to ensure that the gravity of the sanction reflects the seriousness of the breach and its effects.

4. Linked policies

- the Centre Agreement
- our Maladministration and Malpractice policy
- our Appeals policy; and
- our Complaints procedure.

5. Location and access to the policy

The Sanctions policy is located on our website www.QualHub.co.uk.

6. Persons responsible for the policy

- Chief Operating Officer
- Head of Quality Assurance
- Customer Compliance and Investigation Manager

7. Reviewing the policy

In accordance with the General Conditions of Recognition, we regularly review our systems and procedures. We will review this policy regularly and may revise it as required in response to the findings of any review. We will also review the policy where there has been: an incident which has occurred and highlighted ‘lessons learned’ which has required us to review in line with our risk management practices; a change in legislation or statutory guidance; changes in our practices; actions or guidance from our regulatory or external agencies; and / or in response to customer and stakeholder feedback.

8. References

This policy has been created in accordance with the requirements set out in Ofqual’s General Conditions of Recognition and in accordance with ‘Suspected Malpractice: Policies and Procedures’, published by the Joint Council for Qualifications (JCQ).

For further information regarding malpractice policies and procedures, reference should be made to the JCQ Policy and Procedure, which can be found on the JCQ website (www.jcq.org.uk).

Section 1 Overview of Sanctions

1.1 What are sanctions and why would we apply them

Sanctions are enforcement actions, which may be applied if you fail to comply with the Centre Agreement and NCFE's mandatory policies, procedures or instructions and / or something you are doing which may pose a risk to and / or threaten the integrity of our awarding function. Sanctions may be applied against a centre, centre staff and / or learner.

The purpose of applying sanctions, and where required informing other relevant bodies of those sanctions, is to:

- minimise the risk to the integrity of all aspects of our awarding functions, specifically in relation to the awarding of results and certificates;
- ensure the integrity and veracity of certificates we may award;
- allow us, and potentially other awarding organisations where relevant, time to investigate potential maladministration and / or malpractice whilst maintaining the integrity of the qualification(s) involved;
- maintain public confidence in the delivery and award of qualifications;
- comply with law and regulation
- deter others from doing likewise; and
- protect our business.

In particular, we are required under the General Conditions of Recognition to consider risks posed by Adverse Effects. Sanctions may be placed in particular in relation to these areas.

'Adverse Effect' is defined in the General Conditions of Recognition in the following terms:

'An act, omission, event, incident or circumstance has an Adverse Effect if it:

- (a) Gives rise to prejudice to Learners or potential Learners; or
(b) Adversely affects –*

- I. The ability of the awarding organisation to undertake the development, delivery or award of qualifications in accordance with its Conditions of Recognition;*
- II. The standards of qualifications which the awarding organisation makes available or proposes to make available; or*
- III. Public confidence in qualifications'.*

Should we fail to meet our obligations under the General Conditions of Recognition, including those relating to notification of Adverse Effects and in relation to maladministration and malpractice, we are required to notify our qualifications regulators. We may also be required to identify this within our Annual Statement of Compliance submission.

Under the Centre Agreement, all centres are made aware of their obligations, including the specific duty not to put us in breach of our ability to fulfil our obligations under the General Conditions of Recognition. It is therefore important that Adverse Effects (as defined above), maladministration and / or malpractice are notified to us and appropriately dealt with.

1.2 How we will decide if we need to apply a sanction

Sanctions are most frequently imposed following, or during, an investigation into maladministration or malpractice but may also be imposed in the case of other serious breaches of our various requirements. In addition, they may be imposed where we have required you to do something and you have not.

Sanctions are applied proportionately, i.e. they will reflect the seriousness of the action / inaction and their effect and / or mitigating factors and / or the frequency of recurrence. When deciding the appropriate sanction(s), the sanction will be chosen from a defined range of penalties as outlined in JCQ Suspected Malpractice Policy and Procedure. We will also consider factors such as the actual or potential risk to the integrity of NCFE's programmes and assessments and / or the scale of the action or inaction so that the sanction reflects the gravity and scope of the misconduct and is consistent and fair. NCFE reserve the right to apply sanctions and penalties where risks are present, which fall outside of the defined range.

In applying sanctions, we will always act to protect the integrity of our awarding functions.

1.3 How we will notify you of a sanction

If we apply a sanction, or if we advise that we will impose a sanction if you do not do something we ask you to within the timescale we state, we inform you in writing, explaining the type of sanction that is being applied, or will be applied, and the reasons why.

1.4 Action you need to take

You need to comply with the terms of any sanctions we impose, within the time limits we state.

If we need you to take any specific action then we will outline in the written correspondence what you need to do and by when.

We need you to comply with the sanction. If you do not, we may impose further sanctions against you, which may be more stringent in nature than the initial sanction. Ultimately, we retain the right under the Centre Agreement to terminate our contract with you and to ensure that appropriate arrangements are put into place for the protection of learners and the maintenance of public confidence in qualifications.

1.5 Sanctions affecting learners

When imposing sanctions on a centre we understand that learners may be affected. We recognise our regulatory duties towards registered learners and we will take steps, where appropriate, to ensure that they are supported.

As outlined, sanctions may also be placed directly against learners.

1.6 How long do sanctions remain in place?

Sanctions will normally be applied temporarily, whilst we are waiting for you to do something, and / or whilst an investigation is ongoing. We reserve the right to apply permanent sanctions where proportionate and necessary.

Sanctions issued will remain in place until such time as we have advised you in writing that:

- the issue has been resolved to our satisfaction;
- further information has come to our attention that may require an adjustment to the sanction that has been applied;
- the investigation into the issue has been concluded and there is no longer a need to have a sanction in place;
- your appeal into a sanction regarding maladministration or malpractice has been successfully upheld and as a result, it has been determined that the sanction should be removed;
- NCFE terminate our Centre Agreement with you.

Where you have lodged an appeal against the imposed sanction that sanction would usually remain in force for the duration of the appeals process, unless we advise you otherwise in writing.

Section 2 Individuals' responsibilities

In the event that NCFE impose a sanction, each party has defined responsibilities in order to minimise the risk to their integrity, reputation and / or the validity of the assessment process, the programme, certificates, NCFE, the centre or the wider education sector.

In doing so, we will work with the relevant people (including your centre staff and external parties such as our Regulators). We have defined the responsibilities of each party below.

2.1 NCFE staff (including under NCFE owner brands) will:

- apply appropriate and proportionate sanctions in accordance with the JCQ Suspected Malpractice: Policies and Procedures that have the minimum impact on learners;
- notify the Head of Centre when a sanction is to be imposed; the terms of the sanction and what you, your staff and / or your learners need to do to comply;
- where requested provide you with guidance on corrective measures;
- work with and support you, as appropriate, to ensure that the sanctions may be appropriately removed and corrective measures are in place to mitigate the risk of reoccurrence;
- inform other relevant third parties as appropriate (Regulator(s), Education and Skills Funding Agency, Police, etc.);
- respect the confidentiality of information we handle and comply with any associated legislative requirements for data handling;
- retain records and documentation during and after the completion of any investigation in accordance with our internal policies and procedures.

2.2 Centre staff will:

- comply with any sanction imposed upon you, your staff and / or your learners. Failure to do so may result in us temporarily or permanently withdrawing your centre approval status or withdrawing your learners from the programme.
- unless informed otherwise by us, inform your staff and / or learners of any sanctions imposed; the implications of such sanctions and what your staff and learners must do to comply with the sanction;
- comply with all requests for information in the timescales stated by us;

- retain any relevant documentation securely in line with your archiving and retention policies and procedures;
- respect the confidentiality of information you handle and comply with any associated data protection legislation;
- notify NCFE if a member of staff who is subject to a sanction moves to another centre;
- comply with any other requirement outlined within this policy and our other mandatory documentation and / or as determined in writing by us.

Failure to comply with these requirements constitutes as a breach of the Centre Agreement and / or malpractice and will be dealt with accordingly.

Section 3 Reviewing a sanction

In line with any information arising from an investigation, we may amend or remove any sanctions we have imposed. Amendments to, or removal of, sanctions will be considered on a case-by-case basis and are not guaranteed. Amendments to, or removal of, sanctions may also arise as a result of an appeal.

In amending a sanction, we may reduce the severity of the sanction we have applied. Conversely, we may identify further information, which may lead us to apply a more stringent sanction than you were originally notified of. If this is the case, we will follow the process outlined in Section 1 of this document.

Section 4 Complaints and Appeals

You have the right to express your dissatisfaction regarding our actions, products or services. Our Complaints Procedure in particular outlines when we will and will not accept a complaint, and when our decisions are final. Please see our Complaints Procedure for more information.

In certain defined circumstances, and particularly in relation to a sanction imposed for maladministration or malpractice, you may also have the right to Appeal. Please see our Appeals Policy for information.

Section 5 Mandatory disclosure and confidentiality

5.1 Mandatory disclosures

It is imperative that in Awarding the integrity of qualifications is maintained; for example, by ensuring learners who are awarded a certificate have a legitimate right to that certificate. We are aware that centres often work with more than one Awarding Organisation (AO) in delivering qualifications, and that therefore more than one AO may be at risk when things go wrong.

Our qualifications regulators have outlined some specific conditions that we must meet to protect the integrity of regulated qualifications across the awarding community. This includes the requirement that where certain things are identified (such as malpractice), or certain actions taken (such as when sanctions are applied) the Regulators and other relevant AOs who may be affected (eg those offering similar types of qualifications via the Centre) must be informed.

Depending on the seriousness of the matter, we may be required to declare to our regulators that

we are no longer compliant with the requirements of the General Conditions of Recognition, due to an act or omission by you, which has put us in breach. In this event, we may have regulatory action directed against us, such as Monetary Penalties. In accordance with the Centre Agreement, we reserve the right to direct such financial penalties against you, should they be as a result of your act or omission (please see the Centre Agreement under 'Remedies' and 'Indemnity').

5.2 Confidentiality

We may need to access confidential information. We will ensure that such information is kept secure and only used for the purposes of the investigation and in line with relevant data protection legislation. We will not normally disclose the information to third parties unless required to do so, eg to our Regulators and / or the Police or other relevant and / or Statutory Bodies.

Section 6 Termination for Convenience

Our actions under this policy will be proportionate, and where possible, we will always try to work with you in resolving issues. However, nothing within this policy precludes us from invoking our right under the Centre Agreement to terminate our relationship with you.

Section 7 How to contact us

If you have any queries about the contents of this policy please contact our Customer Compliance team:

NCFE

Customer Compliance team

Q6 Quorum Business Park

Benton Lane

Newcastle upon Tyne

NE12 8BT

0191 239 8000¹

CustomerCompliance@ncfe.org.uk

¹ *To continue to improve our levels of customer service, telephone calls may be recorded for training and quality purposes.