

# **SAL- Skills Assessment Limited**

## **EPA Sanctions policy**

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## Scope of the policy

This policy covers the delivery of SAL End-Point Assessments (EPA) which are subject to internal and external quality assurance. SAL EPA products include those which may be offered and/or delivered under a SAL-owned brand name (Skills Assessment Limited).

The policy also forms part of a suite of SAL EPA Pro policies, all of which are designed to:

- protect apprentices who are registered with us;
- minimize the risk of an Adverse Effect occurring;
- help support us and all other partners involved in risk management and risk minimization;
- help ensure we and all partners comply with all relevant legislation and guidance;
- help improve and refine our products and services.

For our partners, this policy supports the compliance with the Contract. It does not replace any of the requirements contained within that Contract. Non-adherence to our SAL EPA Pro policies may constitute Maladministration, Malpractice and/or a breach of the Contract. Please ensure all policies are read and implemented carefully.

## Purpose of the policy

Our policy assists us and our partners, by outlining the framework for investigating and dealing with sanctions to be applied following an investigation or incident. This is important in situations which could result in a detrimental effect to the apprentice and/or could potentially compromise the integrity of our standards, systems and/or processes and/or compliance with regulatory conditions.

## Who needs to know about the policy?

Partners must make the apprentices and staff (including, site, sub site or contractual staff) who are involved in the design, delivery, management, assessment and quality assurance of SAL EPA aware of, and familiar with, the contents of the policy.

## Obtaining copies of the policy

Partners can download copies of the policy from our website and/or platform or request copies from SAL EPA Pro, using the contact details provided in the contact section.

## Reviewing the policy

We will review this policy regularly and where otherwise necessary and may revise it as required in response to the findings of any review.

## Complaint

Partners have the right to express their dissatisfaction regarding our actions, products or services. Our Complaints Policy outlines when we will and will not accept a complaint, and when our decisions are final. Please see the SAL Complaints Policy on our website for more information.

## Section 1 Sanctions

### 1.1 What are sanctions and why would we apply them?

Sanctions are enforcement actions which may be applied if our partners fail to comply with our agreements; policies, procedures or instructions and/or something they are doing which may pose a risk to and/or threaten the integrity of the EPA and internal quality assurance. Sanctions may be applied against any partner involved in the EPA process, at organization and/or individual level.

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.

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

- minimize the risk to the integrity of all aspects of our regulated functions, specifically in relation to the awarding of grading and certification;
- ensure the integrity and veracity of assessment decisions we make;
- allow us, and potentially other organizations where relevant, time to investigate potential maladministration and/or malpractice whilst maintaining the integrity of the standards/products involved;
- comply with law and regulation;
- deter others from doing likewise;
- protect our business.

Each standard has an External Quality Assurance body and our EQA body is NSAR. We will adhere to all regulations they may have in place. In particular, as SAL is regulated by Ofqual, we are required under the General Conditions of Recognition (GCOR) to consider risks posed by Adverse Effects, maladministration and malpractice. Sanctions may be placed in particular in relation to these areas.

'Adverse Effect' is defined in the GCOR in the following terms:

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

- (a) Gives rise to prejudice to Apprentices or potential Apprentices; or
- (b) Adversely affects –
  - (i) The ability of the awarding organization to undertake the development, delivery or award of qualifications in accordance with its Conditions of Recognition;
- (c)
  - (ii) The standards of qualifications which the awarding organization makes available or proposes to make available; or
  - (iii) Public confidence in qualifications.

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

Under the Contract, all partners 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 GCOR. 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. In addition, they may be imposed where we have required our partners to do something and they have not.

Sanctions are applied proportionately, i.e. they will reflect the seriousness of the action/inaction and/or mitigating factors and/or the frequency of recurrence. When deciding the appropriate sanction(s), we will consider factors such as the actual or potential risk to the integrity of SAL End-Point Assessment (EPA) and/or the scale of the action or inaction.

In applying sanctions, we will always act to protect the integrity of our assessment and internal quality assurance processes.

## 1.3 How we will notify you of a sanction

If we apply a sanction, or if we advise that we impose a sanction if our partners do not do something we ask them to within the timescale we state, we will notify our partners in writing. We will explain the type of sanction that is being applied, or will be applied, and the reasons why.

## 1.4 Action partners need to take

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

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

If partners fail to comply with the sanctions, we may impose further sanctions against them, which may, as a result, be more stringent in nature than the initial sanction. Ultimately, we retain the right under our agreement to terminate our contract with our partners.

## 1.5 Sanctions affecting apprentices

When imposing sanctions, we understand that apprentices may be affected. We recognize our regulatory duties towards registered apprentices and we will take steps, where appropriate, to ensure that they are appropriately supported.

As outlined, sanctions may also be placed directly against apprentices where appropriate.

## 1.6 How long do sanctions remain in place?

Sanctions will normally be applied temporarily, whilst we are waiting for our partners 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 our partners 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;
- partners 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; and
- we terminate our Contract with you.

Where our partners 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.

## 1.7 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 higher sanction than our partners were originally notified of. If this is the case, we will follow the process outlined in Section 2 of this document.

## Section 2 Appealing a sanction

### 2.1 Appealing a sanction

Partners may appeal against our decisions relating to any sanction following an investigation into maladministration and/or malpractice. Partners cannot appeal a sanction imposed for any other reason (such as a financial sanction), but partners may be able to make a complaint against such decisions. Please see the SAL Complaints Policy for further details.

To appeal against a sanction for maladministration or malpractice, partners should submit an Enquires and Appeals form, clearly explaining why you believe that an appeal should be considered, together with any supporting evidence. Please note that appeal applications without supporting evidence may not be accepted. Please refer to the EPA Pro Enquiries and Appeals Policy on our platform for further details about the appeals process.

## Section 3 Roles and responsibilities

### 3.1 What partners must do:

- comply with any sanction imposed upon them. Failure to do so may result in us temporarily or permanently terminating our agreement and/or withdrawing the apprentices registered with us;
- unless stated otherwise by us, inform all appropriate partners of any sanctions imposed; the implications of such sanctions and what all partners must do to comply with the sanction;
- 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 SAL if a member of staff who is subject to a sanction moves to another centre; and
- comply with any other requirement outlined within this policy and/or as determined in writing by us.

### 3.2 What SAL EPA Pro will do:

- apply proportionate sanctions that have the minimum possible impact on apprentices;
- notify our partners when a sanction is to be imposed; the terms of the sanction and what they need to do to comply;
- where requested, provide our partners with guidance on corrective measures;
- work with and support our partners, as appropriate, to ensure that the sanctions may be appropriately lifted and corrective measures are in place to mitigate the risk of reoccurrence;
- inform other relevant third parties as appropriate;
- respect the confidentiality of information we handle and comply with any associated legislative requirements for data handling; and
- retain records and documentation during and after the completion of the investigation in accordance with our internal policies and procedures.



## Mandatory disclosure and confidentiality

### ***Mandatory disclosure***

It is imperative that the integrity of our assessments are maintained. We are aware that partner organisations often work with more than one End-Point Assessment Organisation (EPAO), and that therefore more than one EPAO may be at risk when things go wrong.

Our regulators have outlined some specific conditions that we must meet to protect the integrity across the sector. 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 EPAOs who may be affected must be informed.

Depending on the seriousness of the matter, we may be required to declare to our regulators (e.g. Ofqual) that we are no longer compliant due to an act or omission by partners 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 Contract, we reserve the right to direct such financial penalties against partners, should they be as a result of the act or omission.

### ***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, e.g. to our regulators and / or the Police or other relevant and / or Statutory Bodies.

## Termination for convenience

Our actions under this Policy and any sanctions imposed will be proportionate. Where possible, we will always try to work with partners in resolving issues. However, nothing within this policy precludes us from invoking our right under the Contract to terminate our relationship with partners.

## Contact

If you have any queries about the contents of the policy, please contact the SAL EPA Pro Quality Assurance team:

**Email:** [info@skillsepa.co.uk](mailto:info@skillsepa.co.uk)  
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