

LASER Centre and Individual Suspension and Withdrawal Policy and Procedures

Policy Statement

Any centre approved to offer Laser Learning Awards (LASER)¹ provision may at any time and for any or no reason, rescind their approval in line with the latest Centre Recognition Agreement signed usually by the Head of Centre on behalf of the Centre, as may any individual approved to any specified role such as approved trainer.

Similarly, LASER may choose to temporarily suspend or permanently terminate the approval of any of its centres at any time, in line with the latest Centre Recognition Agreement signed usually by the Head of Centre on behalf of the Centre, and may choose to temporarily suspend or permanently terminate the approval of any individual approved to any specified role such as approved trainer. This includes suspending or terminating approval where a centre or individual has failed to comply with any of the requirements set out in the signed Centre Recognition Agreement and/or other documents or policies, including where there is reasonable cause to believe that malpractice/maladministration has taken place, and also where no non-compliance or malpractice has necessarily taken place.

Policy Relevance

This policy is relevant to all LASER approved centres and individuals, and sets out the key steps which will be taken when the approval of a centre or individual is temporarily suspended or permanently withdrawn, whether by the centre or individual, or by LASER. It should be considered alongside the LASER Centre Recognition Agreement, LASER Centre and Individual Approval Policy, LASER Malpractice and Maladministration Policy, LASER Sanctions Policy, and any specific individual approval application forms such as Approved Trainer Application form, where appropriate.

Policy Responsibility and Review

This policy is the responsibility of the LASER Quality Manager, and will be reviewed by December 2022 at the latest.

Rescinding of Centre Approval by the Centre

A centre may rescind and withdraw from LASER approval at any time, for any reason or for no reason.

This decision must be notified to LASER in writing by the Head of Centre, with the relevant notice period given, in line with the current Centre Recognition Agreement signed on behalf of the centre. This can take the form of an email and can be sent to any LASER contact, including the centre's Quality Reviewer, the Quality Manager, or the administration team.

Whilst no reason needs to be given, any feedback provided will help LASER to ensure a high quality service continues to be offered to its centres.

The centre will be removed from any lists of LASER approved centres which may exist, once approval is withdrawn (ie at the end of the notice period).

All centre approval withdrawals will be reported to LASER's Quality Committee and Board as appropriate, with reasons for withdrawal. This collated data may be used by LASER to monitor trends and for quality assurance and improvement purposes.

Where centre approval is rescinded after any fee has been paid, such as application fee, or annual fee, no refund will be given.

In line with the current Centre Recognition Agreement signed on behalf of the centre, the centre has no liability to LASER if it rescinds its approval. Any liability of the centre to any staff/contractors or learners, eg if scheduled to deliver a training course after rescinding their approval, is a matter between the centre and the individual/s concerned. LASER has no liability to individuals in this case.

Please see below for obligations which continue after a centre has rescinded its LASER approval.

Rescinding of Individual Approval by the Individual

An individual approved to a particular role eg trainer, may rescind and withdraw from LASER approval at any time, for any

¹ All references to LASER in this document also refer equally to Trident Awards, which is the brand name for LASER's work in the security industry.

reason or for no reason.

This decision must be notified to LASER in writing by the individual. No notice period is required unless stated otherwise in any policy or application document. This notification can take the form of an email and can be sent to any LASER contact, including the Quality Manager, the administration team, or the Quality Reviewer of any centre at which the individual is approved.

Whilst no reason needs to be given, any feedback provided may help LASER to ensure a high quality service continues to be offered to its centres and by its centres.

It is strongly advised that the individual advises all centres at which they are approved, at the same time they advise LASER, because upon receipt of notification LASER will immediately remove the individual's approval from all centres and advise the centres that the individual has rescinded their approval.

The individual has no liability to LASER if they rescind their approval. Any liability of the individual to any centres at which they are approved, eg if scheduled to deliver a training course after rescinding their approval, is a matter between the individual and the centre concerned. LASER has no liability to centres in this case.

Please see below for obligations which continue after an individual has rescinded their LASER approval.

Suspension or Withdrawal of Centre or Individual Approval by LASER

The following considerations (not an exhaustive list) are examples of what will be taken into account when considering temporarily suspending or permanently withdrawing a centre's approval:

- Centre/individual's compliance with LASER requirements for centre, individual, and/or qualification approval.
- Centre/individual's compliance with requirements of regulators including but not limited to Ofqual, QAA, SIA, and/or compliance with legislative requirements.
- Centre's resources including physical, professional and financial, relevant to provision being offered.
- Knowledge, understanding, qualifications and experience of individual relevant to provision being offered.
- Individual's understanding of the issues and requirements around general qualification regulation and delivery, assessment and awarding of qualifications, including administrative requirements.
- Ease of communication with, including responsiveness of, centre staff/individual.
- Co-operation of centre staff/individual with any sanctions, conditions, recommendations, monitoring activity and/or investigation including but not limited to providing full and accurate responses and/or evidence by given deadlines.
- Any connections between the centre/any individuals connected with it, or the individual, and any other centre/individuals involved in any malpractice findings and/or withdrawal of approval by LASER or any other body, and/or regulatory/legal action.
- Any information which comes to light after approval and which conflicts with information supplied during the approval process. This includes but is not limited to declarations made by Head of Centre, and trainers.
- Failure to pay invoices within the given timeframe.
- Where, acting reasonably, LASER has doubts that the centre/any individuals connected with it, or the individual, is able or willing to comply with any regulatory and/or other requirements placed upon it.
- Where, acting reasonably, LASER believes that the integrity of its awards and/or its reputation may be at risk by association with the centre/any individuals connected with it, or the individual.
- Where, acting reasonably, LASER believes the centre/any individuals connected with it, or the individual, may compromise the ability of LASER to comply with any legal and/or regulatory requirements upon LASER.

The reputation of LASER (and the merit of any LASER provision awarded) depends in part on the centres and individuals involved. Notwithstanding that LASER will endeavour to comply with any relevant legal requirements or regulatory requirements, whether any approval is suspended or withdrawn by LASER is ultimately at LASER's discretion and the factors listed above are not exhaustive, and LASER shall have the sole right to determine if there are any other relevant factors to be taken into account. This could include factors that only become apparent to LASER after the approval process. LASER may rely upon information received in confidence, which will not be shared with the relevant centre/individual, from regulatory authorities or other Awarding Organisations.

Approval may be suspended or withdrawn by LASER with immediate effect in certain circumstances including (but not limited to) breach of terms, or malpractice, in line with the current Centre Recognition Agreement signed on behalf of the centre and/or individual's approval application form.

LASER may take the decision to withdraw a centre's approval with the appropriate notice period where there is not necessarily any evidence of breach of terms, malpractice, etc, based on a lack of confidence in the centre's administration and/or management and/or delivery of any of its approved provision, in line with the current Centre Recognition Agreement signed on behalf of the centre.

The decision to suspend or withdraw approval will be taken based on the reasons for the decision, and the level of risks and/or potential risks, including (but not limited) to learners, individual, the general public, LASER's reputation, integrity of LASER's awards, and LASER's ability to comply with any legal and/or regulatory requirements.

LASER may also take the decision to withdraw a centre's approval with no reason required, in line with the current Centre Recognition Agreement signed on behalf of the centre.

Where approval is withdrawn for reasons relating to malpractice or compliance failures, in order to meet its regulatory obligations LASER is required to notify the relevant regulators including as appropriate Ofqual and SIA, and to notify other Awarding Organisations who may be operating in the same sector. Where individual approval is withdrawn, LASER will also notify all centres at which the individual is approved to operate. Notification will include a brief summary of the reason for withdrawal. Notifications as above may also be made should a centre or individual rescind its LASER approval whilst an investigation is underway into that centre/any individuals connected with it, or the individual.

A centre whose approval has been withdrawn will be removed from any lists of LASER approved centres which may exist, upon withdrawal.

All centre and individual approval withdrawals made by LASER will be reported to LASER's Quality Committee and Board as appropriate, with reasons for withdrawal. This collated data may be used by LASER to monitor trends and for quality assurance and improvement purposes.

If LASER's consideration of whether to suspend or withdraw approval requires any extra visits to the centre and/or individual by LASER, the centre/individual will be charged at the rates set out for additional/exceptional visits in the current LASER Pricing Policy and published on the LASER website. All fees are non-refundable, whatever the outcome of the visit. Where centre approval is suspended or withdrawn after any fee has been paid, such as application fee, or annual fee, no refund will be given.

In line with the current Centre Recognition Agreement signed on behalf of the centre, LASER has no liability to a centre/individual whose approval it suspends or withdraws.

Please see below for obligations which continue after LASER has suspended or withdrawn a centre or individual's LASER approval.

LASER operates an Appeals Policy and Procedure, available on its website, which may be invoked under certain circumstances, subject to the appeal being within the scope of the policy. Please refer to the LASER Appeals Policy and Procedure for further details.

Obligations During Suspension and After Withdrawal

A centre or individual whose approval is suspended or withdrawn, whether by their own decision or as imposed by LASER, continues to have certain obligations on them which continue in force, in line with the current Centre Recognition Agreement signed on behalf of the centre and/or any other relevant policies or application forms/agreements. This includes but is not limited to:

- Providing information as requested relating to learners including contact details.
- Complying with any requests relating to enabling learners to complete the course they have started.
- Providing information/evidence as requested relating to monitoring activities/investigations.
- Submitting the centre's approval certificate.

- Ceasing to use any Intellectual Property Rights belonging to LASER.
- Ceasing to use all LASER/associated logos.
- Paying all fees due and outstanding.

In these circumstances LASER has an obligation to do all it reasonably can to support learners who have started and/or are registered on LASER courses, and may require co-operation from the centre/individual in order to achieve this.

Policy Approval

Approved internally by Deputy CEO 17.10.2018

Approved externally by Quality Committee 02.11.2018