



ILM Managing Unacceptable Behaviour Policy

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Document Change History

This a brand new policy launched in February 2016.

Scope

ILM is the UK's leading provider of leadership, management and coaching qualifications, and a City & Guilds Group Business. ILM offers a specialist suite of qualifications ranging from Level 2 to Level 7, which are awarded by The City and Guilds of London Institute. ILM also specialise in assessment, learning content, and accreditation of training.

ILM is committed to providing a fair, consistent and accessible service for all of our customers. However, ILM has to balance this by providing a safe working environment for our staff to operate within and to ensure that our work is undertaken in an efficient and effective manner.

On occasions, customers may make unreasonable demands that could affect the service we provide to other customers, or communicate with us in a manner which causes offence to our staff. Where this occurs, ILM reserves the right to manage customer contact in an appropriate manner to protect our staff and to maintain the effectiveness of our service equally to all customers.

This policy sets out our approach to managing those customers whose actions or behaviour are considered unacceptable and are either having a harmful impact on our staff or their ability to provide a consistent level of service to all customers.

For the purposes of this policy the term staff is used to describe any person that represents ILM and covers all areas of work undertaken by ILM and its staff.

For the purposes of this policy the term customer is used to describe ILM centres, ILM providers and any suppliers of goods or services to ILM.

Definitions

What is deemed to be unacceptable behaviour will often differ depending upon the individual(s) involved and their particular circumstances. Examples of unacceptable behaviour are grouped under two broad headings, as follows:

- Aggressive, abusive or offensive language or behaviour
- General unreasonable behaviour.

Aggressive, abusive or offensive language or behaviour

All of our staff have the right not to be subjected to aggressive, abusive or offensive language or behaviour, regardless of the circumstances.

Examples of this behaviour include, but are not limited to:

- Threats of physical violence
- Swearing
- Inappropriate cultural, racial or religious references
- Rudeness, including derogatory remarks

Violence is not restricted to acts of aggression that may result in physical harm. It also includes behaviour or language (written or spoken) that may cause staff to feel distressed, threatened or abused.

General unreasonable behaviour

On occasions, our customers may make unreasonable demands through the amount of information they seek, the nature and scale of service they expect or the number of approaches they make.

Some of our customers may not, or cannot, accept that ILM is unable to assist beyond the level of service that has already been provided. For example, customers may persist in disagreeing with the action or decision taken in relation to a complaint, or contact ILM repeatedly about the same issue. The method or tone in which these communications are received may not in itself be unreasonable - it is the persistent behaviour in continuing to do so that is considered to be unacceptable.

What amounts to general unreasonable behaviour or demands will always depend on the circumstances surrounding the behaviour and the seriousness of the issues raised by the customer.

Examples of this behaviour include, but are not limited to:

- Demanding responses within an unreasonable time-scale
- Repeatedly contacting or insisting on speaking to a particular member of staff who is not directly dealing with the matter
- Excessive telephone calls, emails or letters (this also includes unsolicited marketing calls, letters and emails that are considered to be 'spam' or 'phishing')
- Sending duplicate correspondence requiring a response to more than one member of staff
- Persistent refusal to accept a decision
- Persistent refusal to accept explanations
- Continuing to contact ILM without presenting new and relevant information

Dealing with aggressive, abusive or offensive language or behaviour

Telephone calls

None of our staff has to tolerate unacceptable behaviour over the telephone. Where this occurs, all of our staff have the right to place callers on hold or to end the call. However, before taking such action, it is reasonable to expect that the caller is warned that their conduct is considered to be offensive and to allow them the opportunity to moderate their behaviour.

Where a call is terminated by a member of staff, they must log the details against the customer's account on CRM, noting the reason for terminating the call. The matter must also be reported to their line manager in order to ensure fairness and consistency of approach. If a member of staff does not have access to CRM they should inform a member of the Customer Services team who will log the details on their behalf.

Where there is evidence of multiple instances of offensive behaviour and this continues, a more permanent restriction may be considered necessary by, for example 'call barring' the inbound telephone number. Those authorised to make a decision to restrict contact are detailed in the section entitled: Authorising contact restrictions.

Emails, letter of social Media

As with telephone calls, none of our staff has to tolerate unacceptable behaviour communicated via email or letter. Where there is a legitimate request for information contained within the communication, irrespective of the language used, it is reasonable to provide that information. But at the same time the customer will be warned that their conduct is considered to be offensive and will not be tolerated in the future.

Where no legitimate information is being requested, staff do not have to respond to an abusive email or letter. However, it would be good practice to issue a warning that the conduct is considered to be offensive and will not be tolerated in the future.

It is appreciated that some staff may feel uncomfortable responding to abusive emails and letters. If this is the case, they should refer the matter to their line manager who may take matters forward on their behalf.

Visit to the premises

Our staff should not have to tolerate unacceptable behaviour when visiting a centre premises for face to face meetings or quality assurance activities. Staff should take all reasonable steps to ensure their health and safety whilst performing their duties at centre premises.

As with telephone calls, emails, letters and social media, where there is a legitimate request for information, irrespective of the language used, it is reasonable to provide that information. But at the same time the customer will be warned that their conduct is considered to be offensive and will not be tolerated in the future.

If our staff feel threatened by a customer's behaviour and terminates the visit, they must log the details against the customer's account on CRM, noting the reason for terminating the visit. The matter must also be reported to their line manager in order to ensure fairness and consistency of approach. If a member of staff does not have access to CRM they should inform a member of the Customer Services team who will log the details on their behalf.

Where there is evidence of multiple instances of offensive behaviour and this continues, a more permanent restriction may be considered necessary by, for example restricting visits to the centre or "dual calling" where visits will only be conducted with two members of staff present. Those authorised to make a decision to restrict visits are detailed in the section entitled: Authorising contact restrictions.

Threats received to our staff

We take any threat to our staff very seriously. In such circumstances, the matter must be immediately reported to a line manager, who will work with the staff member in question to ensure that all necessary steps to ensure their well-being are taken.

Any request to supply evidence of the threat (for example, copies of correspondence or voice recordings) to the third party or the police, must be directed to the relevant Senior Manager, who should keep a full log of the incident for reporting purposes and if need be to ILM's Data Protection Officer to administer in conjunction with the Data Protection Act.

Contact Restrictions

Available Restrictions

If a customer continues to communicate in an unacceptable manner, ILM will exercise its right to restrict contact. The precise nature and action will be appropriate and proportionate to the nature of the unacceptable behaviour and the circumstances of our staff and the customer.

Those authorised to make a decision to restrict contact are detailed in the section entitled: Authorising contact restrictions.

We may decide to, amongst other considerations:

- Cancel or refuse to arrange visits to the premises of customers
- Block telephone calls and/or emails from being received
- Arrange for a single, named member of staff to deal with all future calls or correspondence from the customer
- Limit future contact to a particular form and/or frequency - for example, emails or letters only - and these will be reviewed once per week/month
- Inform the customer that their correspondence will be read to ensure no new issues have been raised, but then filed, without further acknowledgement
- If the customer is a complainant, terminate all contact. This may mean we discontinue an investigation
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- Refer the matter to the police where a criminal offence has been threatened or committed
- To terminate a customer's contract in extreme circumstances by giving 3 months' written notice as set out in Section C of the ILM Customer Handbook.

Authorising contact restrictions

Where customers continue to display unacceptable behaviour, the decision to place a temporary or permanent contact restriction can only be authorised by the Director of Business Development, Director of Quality, Compliance and Product, Head of Quality, Operations and Change Manager, Territory Quality and Compliance Manager, Territory Business Development Manager, or Customer Services Team Leader.

Wherever possible a reasonable degree of access to our service should be maintained, but at the same time give due regard to our staff. An example may be limiting customer contact to a specific internal email address and/or a specific internal telephone number.

In extreme circumstances, where **all** contact is being restricted, this can only be authorised by the Director of Business Development.

Letting the customer know about the restriction

Where contact is being restricted, the customer **must** be told of the decision. Wherever possible this should be by letter or email but may be done by telephone, confirmed in writing and supported by a suitable note against the customer CRM record. The communication does not have to be from the authorising person. However, authorisation to implement the restriction must be obtained before telling the customer.

The communication should inform the customer of the following:

- The reason why we consider their behaviour to be unacceptable
- Details of any earlier warning(s) issued about their conduct
- The restriction(s) we are imposing; and, if appropriate
- How long the restriction(s) will last.

Record Management

Where any decision has been taken to restrict access to our service, it is the responsibility of the person authorising the restriction to ensure the appropriate customer CRM record has been updated.

Subsequent approaches to open a new complaint

Should a customer with a current restriction contact ILM with details of a new complaint, due regard must be given to the original decision to restrict access and any appropriate time limit applied to that restriction.

Only the Customer Services Team Leader or authorised delegated personnel may make the decision to accept the new case, unless the customer has a total restriction. In this circumstance, the decision to accept the new case may only be taken by the Director of Business Development.

The final decision whether or not to accept the new case, along with details of any amendment to the current restriction, must be issued to the customer in writing or by email. A copy of the correspondence must be forwarded to the Quality and Compliance Team.

Continuous Improvement

The ILM Quality and Regulatory Group monitor this policy and any associated feedback and ensure that the ILM Standard is maintained to ensure our qualifications and programmes are accessible to all whilst maintaining quality in implementation. This policy shall be the subject of a three year review cycle or as necessary.

Every effort has been made to ensure that the information contained in this publication is true and correct at the time of going to press. However, ILM's products and services are subject to continuous development and improvement and the right is reserved to change products and services from time to time. ILM cannot accept liability for loss or damage arising from the use of information in this publication.

If you have a complaint, or any suggestions for improvement about any of the services that we provide, please email: customer@i-l-m.com

About ILM

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We believe that great leaders can come from anywhere. With the right support, anyone can grow and develop to make a real difference to their team and organisation. Which is why we help individuals from all levels to realise and apply their potential, so that the organisations they work for can reap the benefits.

City and Guilds Group

ILM is a City & Guilds Group Business. Together, we set the standard for professional and technical education and corporate learning and development around the world, helping people and organisations to develop their skills for personal and economic growth.

Useful Contacts

ILM Customer Service

General enquiries

Events enquiries

International enquiries

E: customer@i-l-m.com

Complaints and feedback

Complaints and feedback

E: customer@i-l-m.com

ILM Regulation and Compliance

Reporting malpractice/maladministration

Reporting incidents of plagiarism

Lodging appeals

E: ILMregulation@i-l-m.com

ILM Assessment

Lodging Enquiries

Requests for Special Consideration

Request for Access Arrangements

E: ilmassessmentpolicy@i-l-m.com

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