



ILM Centre Closure and Merger Policy

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Contents

Scope	3
Centre Closure Scenarios	4
Centre Closure Process	6
Centre Merger Process	7

Scope

This policy applies to existing ILM Centres and ILM Providers who are seeking to withdraw from delivering regulated qualifications, endorsed programmes approved by ILM or development programmes approved by ILM.

This policy should be read in conjunction with Section C of the ILM Customer Handbook which sets out the contractual arrangements in place between ILM and its approved Centres and Providers.

Centre Closure Scenarios

This section details the various scenarios that could lead to a centre having approval removed. It is divided into two areas; Centres closing for internal reasons and Centres having approval removed by ILM. This list is not exhaustive and serves as an example only.

Centres closing for internal reasons

This includes;

Centres ceasing to operate (liquidation / bankruptcy / mergers)

In some circumstances approved ILM centres may cease to operate as a business for financial and/or operational reasons. These reasons includes bankruptcy, liquidation, or merging with another centre.

Where possible centres must inform us directly that this is the case, so ILM can work with the centre to assess the appropriate action and level of support that the affected learners may require.

Where a centre merges with another centre due to the above reason, it is important that the centre provides the ILM Quality and Compliance Manager with exact details of the merger in order for them to assess the appropriate action and level of support that the affected learners may require.

Please note Section C11.3 of Section C of the Customer Handbook specifically states that ILM may immediately terminate a contract if the Centre or Provider ceases or threatens to cease to trade, or becomes bankrupt or makes any arrangement or composition with its creditors, or goes into liquidation, or has a receiver or manager appointed over its business or any of the property or assets of the business.

Centres no longer offering ILM qualifications, products and services

Some centres may choose to no longer offer ILM qualifications, or to switch their provision to another Awarding Organisation. In these situations they must confirm this decision with us in writing and outline what provisions have been put in place to support any affected learners.

Centres having approval removed

This includes;

Non-active Centres

Section 11.3.6 of Section C of the Customer Handbook states that if the centre has not registered any Learners with ILM for a period of 2 years or more, ILM can terminate the contract upon prior written warning. The centre will be formally informed and will then need to re-apply for centre approval. There may be some possible exceptions to this, for example where a qualification takes more than two years to complete. In these instances the Quality and Compliance Manager will liaise with the centre directly to discuss.

Non-active satellite centres

In some instances centres that are operating satellite centres with suffix numbers will no longer use them for the delivery of assessment. Preferably the centre should inform ILM direct, however we may find out via quality assurance monitoring activities. In these instances centre approval is not removed for the main centre, but approval for the satellite centre will be removed.

Centres not meeting minimum spend requirements

ILM requires that Centres/Providers meets a minimum annual learner registration fee spend of £500 after they have been approved with ILM for a period of 2 years. Where centres do not meet this minimum spend, we reserve the right to charge the centre the difference between actual spend and £500, or (if different) the threshold in the current Guide to Fees. At this point Centres may opt to no longer offer ILM qualifications rather than pay these fees. In these cases Centre approval will be removed.

Centres affected by non-compliance/malpractice

In some circumstances centres may have approval removed by ILM due to non-compliance, or following the outcome of a malpractice investigation. For malpractice cases, removal of centre approval will be recommended by the Lead Investigator, working with the relevant Quality and Compliance Territory Manager and Regulation and Quality Improvement Manager. Where centre approval is removed due to malpractice, ILM must also inform other Awarding Organisations and Regulators.

Please note ILM can immediately terminate a centre contract where a centre, as outlined in 11.3.1 of Section C of the Customer Handbook, is in material or persistent breach of any of the terms of the centre contract and if the breach is capable of remedy has failed to remedy it within thirty (30) days of receiving a notice requiring it to do so, or within a reasonable shorter period specified in the notice.

When centre approval is removed due to non-compliance/malpractice written confirmation will be sent to the centre by ILM confirming approval removal and outlining the reasoning behind this.

Learners affected by centre closure

Where any centre has approval removed, learners may be effected. In these situations primary responsibility for these learners lie with the centre they are registered at. Whilst ILM have no legal obligation to learners in those situations we have a duty of care to try and help learners to certificate for qualifications they are registered for. It may sometimes be possible for learners to be registered at another centre in order to complete their qualification and certificate.

Centre Closure Process

Should a Centre or Provider cease trading or withdraw from its contract to deliver ILM qualifications, it must advise us in writing as soon as possible. The ILM approved Centre plaque or Provider Certificate must also be returned to ILM.

This written confirmation must include:

- The date the Centre proposes to close or withdraw from delivering ILM qualifications or an Endorsed and Development programme
- Details of the arrangements that will be in place for registered learners that have not yet completed including any transitional arrangements
- Details of the arrangements in place for learner portfolio, learner records, internal verification records and assessments to be passed on or stored securely.

Centres are reminded that they are responsible for protecting the interests of learners who are continuing to progress through their planned programme of study or qualification and will need to provide details to ILM of how this will be undertaken.

If a Centre initiates administration or enters into insolvency or liquidation proceedings it must follow the same process detailed above.

In addition to this it must provide details of the liquidator, administrator, and administrative receiver or authorised insolvency practitioner that will be dealing with the centre or providers affairs.

In order for ILM to assist registered learners during this time it may be necessary for us to request contact details for learners from the centre or insolvency practitioner in order to gain permission from learners to transfer their achievement history and registration to another centre to continue their studies.

Centre Merger Process

If a Centre decides to merge with another ILM Centre, the Centre that will retain the governance and management of the ILM contract will contact its allocated Quality and Compliance Manager (QCM) to arrange a meeting to discuss the merger before it has taken place.

The expectation is the companies will complete a joint Centre Update Form (CUF) to notify ILM of the changes which are taking place.

Obligations of remaining Centre

The Centre should set out in writing prior to the meeting the transitional arrangements it intends to put in place whilst the merger is facilitated including:

- A communication plan to learners about the merger including any data protection arrangements required for the transfer of registration to the governing centre
- Any new qualification approval requirements it will have
- Reporting results and certification
- Quality assurance arrangements including staff resources for assessment and internal verification and any additional centre contacts
- Financial arrangements
- Any change of name.

The above list is not exhaustive.

Obligation of the Centre which will be closing

The Centre that will be withdrawing from its contract to deliver ILM qualifications or endorsed and development programmes must advise the QCM in writing.

This written confirmation must include the below:

- The date the Centre proposes to close or withdraw from delivering ILM qualifications or an Endorsed and Development programme
- Details of the arrangements that will be in place for registered learners that have not yet completed including any transitional arrangements that will be in place with the governing Centre
- Details of the arrangements in place for learner portfolio, learner records, internal verification records and assessments to be passed on or stored securely by the governing Centre.

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

Further Information

About ILM

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.

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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ILM
No 1 Newlands Court
Attwood Road
Burntwood
WS7 3GF
T +44 (0) 1543 266867
E customer@i-l-m.com
www.i-l-m.com