# Reporting Suspected Malpractice and Maladministration

## Guidance for individuals wishing to report to City & Guilds

Version 1.0
Last modified 26-October-2026
For external use

## Document revision history

| Version | Changed by | Summary of change | Approval date |
|---|---|---|---|
| 1.0 | Investigation & Compliance | Extensive revisions of all sections | 26 October 2026 |
| [00] | [Department name] | [Description] | [day Month year] |

## Approval

| Date effective | Superseding | Policy review date | Approver |
|---|---|---|---|
| 26/10/26 | Investigation & Compliance | 26/10/2028 | Dan White |
| [00] | [Department name] | [Description] | [day Month year] |

# Contents


**1. Introduction ..... 3**

**2. Definition ..... 4**

2.1. Malpractice ..... 4

2.2. Maladministration ..... 4

**3. Reporting suspected malpractice and maladministration ..... 5**

3.1. When to notify ..... 5

3.2. How to notify ..... 5

3.3. Anonymity ..... 6

**4. Investigating an allegation ..... 7**

**5. Vexatious correspondence or behaviour ..... 8**

**6. Use of Data ..... 9**

# 1. Introduction

This policy outlines how City & Guilds receives, assesses, and investigates allegations of qualification-related malpractice. It includes how concerns can be reported, the types of issues that will and will not be investigated, and the processes used to protect the integrity and validity of our qualifications.

City & Guilds will not investigate concerns relating to teaching or training quality, learner-centre agreements (including fees), staff/contractor disputes, or employment matters. Such issues should be raised with the relevant centre, employer, or appropriate responsible body.

Concerns about the safety or welfare of a child or vulnerable adult must be reported as per the City & Guilds *Safeguarding* policy rather than the malpractice process.

# 2. Definition

## 2.1. Malpractice

This is any act, default or practice which breaches regulations, Awarding Organisation requirements or established processes and which compromises, or has the potential to compromise:

- assessment validity
- qualification integrity
- learner outcomes
- public confidence in qualifications or
- the reputation of centres or awarding organisations.

Examples may include:

- plagiarism
- collusion
- cheating during assessments
- falsification of evidence
- misuse of Artificial Intelligence (AI)
- inappropriate assistance to learners
- secure assessment material breaches and
- conflicts of interest that are not appropriately managed.

## 2.2. Maladministration

Maladministration is generally a failure to follow required processes, procedures, regulations or guidance that arises through error, neglect, poor practice or lack of understanding rather than deliberate intent.

Examples may include:

- inadequate assessment records
- administration errors
- failure to follow assessment requirements
- poor invigilation arrangements and
- insufficient quality assurance controls.

For more detailed information, please refer to the Joint Council for Qualifications (JCQ) Suspected Malpractice: Policies and Procedures guidance.

# 3. Reporting suspected malpractice and maladministration

## 3.1. When to notify

Individuals who have concerns of malpractice may wish to consider, if appropriate to do so, bringing the matter to a senior member of staff within the organisation delivering the qualification(s) under that organisation's whistleblowing policy.

If an individual has raised concerns within the organisation, but feels they have not been appropriately addressed, or feel unable to raise the concerns internally, they should make a disclosure to City & Guilds.

Please note, we cannot advise any individual as to whether they are protected as a whistleblower or provide any legal advice.

We ask that individuals who possess evidence to substantiate their allegations by providing this at the time of making the allegation, or as soon as they are contacted by us. Each disclosure will be considered sensitively and carefully, and appropriate action will be taken.

It should be noted that our ability to substantiate allegations is dependent on three factors:

- The time that has elapsed since an incident of malpractice and it being reported to City & Guilds.
- The availability of documentary evidence.
- The specificity of the allegation that is being made.

This means that the more detailed the allegation, i.e., containing, where applicable: names, dates, locations, and the evidence that supports it, the more effective and directed City & Guilds investigation activity can be.

In addition, evidence becomes increasingly difficult to produce and authenticate as time elapses. This may also be affected by retention periods. For instance, City & Guilds require that centres retain assessment and verification records for a period of three years. As such, we strongly encourage anyone who has knowledge of, or suspects malpractice to notify us as soon as possible.

## 3.2. How to notify

Forms for notifying City & Guilds of suspected candidate and/or centre staff malpractice are available on the JCQ website and must be submitted to our team email address:

investigationandcompliance@cityandguilds.com

A member of the Investigation & Compliance team will acknowledge the email and arrange a further interview with the person who reported the malpractice to gather more information.

Please note, we cannot disclose to a source the outcome of an investigation or any actions taken as a result of the investigation.

## 3.3. Anonymity

We understand that raising concerns is difficult, but the right thing to do. We also understand the need to protect an individual should they fear reprisal from individuals or organisations. Individuals who are concerned about being identified should discuss their concerns with the Case Manager at the time of disclosure.

When requested, we will keep a source's identity confidential. However, those disclosing information should also recognise that they may be identifiable by others due to the nature or circumstances of the disclosure. It should also be noted that investigating allegations that have been provided under the condition of anonymity presents a challenge when seeking to substantiate specific, directed allegations.

Information received in disclosures may be shared with third parties where necessary. Anonymous disclosures will be considered, but it may not always be possible to investigate them.

We will investigate allegations from anonymous sources only where there is sufficient information to merit further investigation and/or sufficient detail to identify the qualification(s) which are implicated in the allegation.

# 4. Investigating an allegation

When investigating concerns of malpractice and maladministration, City & Guilds employs a varied range of investigation methods and will adopt the most appropriate for the circumstances involved.

We may stop an investigation at any stage if the:

- investigation could prejudice the possibility of future criminal or civil proceedings
- a source makes any public statement(s) during the investigation that could prejudice the outcome of the investigation or the possibility of future criminal or civil proceedings – this includes the source discussing the investigation with the centre or learners involved during the investigation process.

City & Guilds will not make any public statements during an investigation other than to confirm, when asked, that an investigation is being conducted.

If the Case Manager or Investigations team need to interview centre staff or learners during the investigation, we will normally ensure that interviews are carried out by two interviewers, with one primarily acting as note-taker. City & Guilds will ensure that learners under the age of 18 will be accompanied by an appropriate, mutually agreed adult.

We understand that a source may be personally involved in, or affected by, the issue they have brought to our attention. However, sources must accept that we require a reasonable timeframe in which to undertake the necessary work to carry out the investigation.

As previously stated, we cannot advise a source about the investigation activities undertaken based on the information provided, nor about the outcome of an investigation, unless we are legally obliged to.

## 5. Vexatious correspondence or behaviour

City & Guilds staff have the right not to be subjected to aggressive, abusive, or offensive language or behaviour, regardless of the circumstances. Where a source becomes abusive in the way they correspond with City & Guilds, we will class such correspondence/behaviour as vexatious.

City & Guilds will also not respond to persistent and repeated contact from sources. This includes repeated telephone calls, emails or letters, sending duplicate correspondence requiring a response from more than one member of staff, persistent refusal to accept a decision, persistent refusal to accept explanations, continuing to contact without presenting new and/or relevant information.

Where sources demonstrate vexatious behaviour, City & Guilds reserve the right to terminate correspondence.

## 6. Use of Data

We may process personal data if required by law or where processing is necessary to pursue our legitimate interests as a provider of training, assessment, and certification products and/or services. This includes processing in relation to our quality assurance processes, an investigation, appeal, or complaint or to prevent and detect crime and/or assist with the apprehension or prosecution of offenders. With respect to special category data, such data may also be processed if necessary for reasons of substantial public interest, including for the prevention or detection of unlawful acts or in compliance with, or to assist third parties to comply with, any regulatory requirements relating to the investigation of unlawful acts, dishonesty or malpractice.

We may share personal data (including any special category data) with law enforcement or other authorities or agencies if required by law or where we otherwise deem it necessary for the purposes of our legitimate interests. This may include, without being limited to, responding to requests for information from such authorities or agencies, or sharing information with them in connection with our quality assurance processes, an investigation, appeal, or complaint. In such circumstances, we may share personal data without informing the individual it relates to.

City & Guilds will retain in a secure manner any information or evidence related to an investigation for a period of five years from completion of a relevant investigation, appeal or complaint process or, where an incident involves law enforcement or other authority or agency, such other period as may be required to ensure compliance with our legal and regulatory requirements.

Further information on our use of data can be found in the City & Guilds' Privacy Notice.

## Contact us

Giltspur House
5-6 Giltspur Street
London EC1A 9DE

**customersupport@cityandguilds.com**

**+44 (0) 1924 930 800**

**cityandguilds.com**

### About City & Guilds

City & Guilds is the global skills partner, empowering people, organisations and economies to develop the skills they need for growth. With almost 150 years of trusted expertise, we support people into work, help them develop on the job and move into the next job.

We work with Governments, employers, training providers, colleges and industry stakeholders to design and deliver high-quality training, qualifications, assessments and credentials that lead to meaningful career progression. We understand the life changing link between skills development, social mobility and success. Our solutions span critical sectors including construction, engineering, transport, energy and electrical, serving over 1 million learners annually.

Through our comprehensive portfolio of brands and trusted global network, we set industry-wide standards for technical, behavioural and commercial skills to improve performance and productivity. We believe you can achieve your potential - and we're here to help make it happen.

Every effort has been made to ensure that the information contained in this publication is true and correct at time of publication. However, City & Guilds products and services are subject to continuous development and improvement, and the right is reserved to change products and services from time to time. City & Guilds cannot accept responsibility for any loss or damage arising from the use of information in this publication.

©2026 City & Guilds Limited (Reg No 16513878). All rights reserved. City & Guilds is a trademark of City & Guilds Limited.