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Overview

The PAL website is an important tool used to engage potential and existing purchasers, publish mandatory and key information relating to the organisation and its products and services, and to communicate with the wider sector and stakeholders. Appropriate management of the website and clear terms of use are essential to enable PAL to offer up to date information whilst ensuring clear boundaries for users of the site. The website aims to deliver a fast and user-friendly interface between PAL and potential/existing purchasers.

Policy Scope

This policy applies to all users of the Professional Assessment Ltd (PAL) website and technical personnel, whose work requires them to access the website in order to fulfil a task or tasks associated with PAL's service offerings. It is important that you comply with this policy and read this policy alongside our website privacy policy and data privacy and protection policy.

Who is this policy for?

This policy applies to all users of the PAL website.

Purpose

PAL, like many businesses, has a website to facilitate business visibility and engagement with our stakeholders. It is also an expectation and requirement of being a regulated End-Point Assessment Organisation (EPAO/ AO).

The qualifications regulatory body, in the case of PAL, this is Ofqual, expects any EPAO/AO to be able to communicate how they deliver end-point assessment and to provide information in line with the relevant Ofqual conditions of recognition.

Key Drivers and requirements for the PAL website

- Business Communications – essential information dissemination and updates regarding EPA
- Client interface – access to EPAPro portal and PAL's key policies
- Audit and Compliance – Summary information regarding PAL's service offerings in these areas

Hosting

The website is hosted and maintained by GAP Creative. A Service Level Agreement is in place to cover hosting and website support covering ¹SSL certificates, daily site backups, 100% up-time and speed quality and full support on all working days.

Updates

Updates and debugging are carried out by GAP Creative as part of the Service Level Agreement (SLA). Content is updated on a monthly basis (or when required) by the PAL Business Operations Director (BOD) and team or, for policies, the Managing Director (MD).

Website Terms

The terms of website use are published on the website itself for the benefit of all users. PAL's EPA Delivery team (BOD and/or EPA Managers oversees the terms to ensure currency.

Content

The Business Operations Director (BOD) has responsibility for the management of the website including:

- Ensuring content is up to date
- Ensuring content does not infringe copyright
- Specifying conditions for downloading material

¹ Secure Sockets Layer, a global standard security technology that enables encrypted communication between a web browser and a web server

- Ensuring compliance with the Equality Act 2010
- Overseeing linking arrangements
- Ensuring posting of a privacy notice explaining how any data collected from visitors will be managed

The intellectual property rights and copyrights for all material displayed on the PAL website (and contained materials accessed via our website) are owned by us or our licensors. You may download and print extracts from our website (or from content accessed through our website) for your own personal, non-commercial purposes. You should not use any extracts from the PAL website for any other purposes. Any rights not expressly granted in these terms and conditions are reserved.

No part of the PAL website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission. Any rights not expressly granted in these terms are reserved.

The content on the PAL website is provided for general information only and is not intended to amount to advice on which you should rely. Professional or specialist advice should be sought before taking, or refraining from, any action on the basis of the content of the website. Although reasonable efforts are made to update the information on our website, no representations, warranties or guarantees, whether express or implied are made that its content is accurate, complete, or up-to-date.

Third Party Websites

Links to third party websites on the PAL website are provided solely for convenience. Links used which leave our domain have not been reviewed and PAL has no control over, or responsibility for, third party websites or their content or availability. PAL does not endorse or make any representations about third party websites, or any material found there, or any results that may be obtained from using them. Third party websites linked to our website are accessed entirely at the user's risk.

Availability

PAL, through its choice of website host, strives for 100% up-time for the site. In the event that the website is unavailable at any time and for any period (for whatever reason) PAL shall not be liable to the user.

Visitor Material and Conduct

Other than personally identifiable information, which is covered under separate policies, any material transmitted or posted to the PAL website shall be considered non-confidential and non-proprietary. PAL shall have no obligations with respect to such material and shall be free to copy, disclose, distribute, incorporate, and otherwise use such material and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes.

It is prohibited to post or transmit to or from our website any material that is threatening, defamatory, obscene, or similar. PAL reserves the right to remove any material from its website that it considers inappropriate or unsuitable.

PAL shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting inappropriate material.

Viruses and Security

PAL does not guarantee that the website will be secure or free from viruses. Users are responsible for the systems, software, virus protection and connection used to access the website.

Users must not misuse the PAL website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. Users must not attempt to gain unauthorised access to the website, the server on which our website is stored, or any server, computer or database connected to our website.

Users of the website must not attack the website via a denial-of- service attack or a distributed denial-of service attack. Such actions constitute a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the authorities, co-operate with them and disclose your identity to them.

Use of Cookies

The PAL website may use “session” cookies and “persistent” cookies. PAL will use the session cookies to keep track of users navigating the website. PAL will use persistent cookies to enable the website to recognise users revisiting the site in order to provide a personalised service.

Session cookies are deleted from user computers when the browser is closed. Persistent cookies will remain stored on user computers until deleted, or until they reach a specified expiry date.

PAL uses Google Analytics to analyse the use of the website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users’ computers. The information generated relating to our website is used to create reports about the use of the website. Google will store this information. Google’s privacy policy is available at: <http://www.google.com/privacypolicy.html>.

By using the website, users acknowledge and agree that information PAL collects about you, when you sign up to our newsletter is used with your positive consent. PAL only uses this information for the purpose of circulating our newsletters. If you no longer wish to receive the newsletters, you can opt out. If you change your contact details but still wish to receive our newsletter, please advise us of any changes using our get in touch details on our website.

Most browsers allow users to reject all cookies, whilst some browsers allow you to reject just third-party cookies. For example, in Internet Explorer you can refuse all cookies by clicking “Tools”, “Internet Options”, “Privacy”, and selecting “Block all cookies” using the sliding selector. Blocking all cookies will, however, have a negative impact upon the usability of many websites, including this one.

Privacy

Users should refer to our website privacy policy for a full copy of our privacy and cookie policy, and information on how your personal information will be handled and processed by us.

Liability

Save to the extent permitted by law, PAL (and any of our group companies and the officers, EoT members Directors, employees, shareholders, sub-contractors, or agents of any of them) exclude all liability and responsibility (including without limitation in respect of negligence) from any amount or kind of loss or damage arising out of or in connection with your use of this website.

We do not exclude or attempt to limit in any way our liability:

- For personal injury or death resulting from our negligence
- For any matter for which it would be illegal for us to exclude or to attempt to exclude our liability
- For fraud or fraudulent misrepresentation

Subject to the exclusions/limitations set out above, PAL shall not be liable for any indirect or consequential loss or damage of any nature whatsoever arising and whether caused in tort (including negligence), breach of contract or otherwise (even if foreseeable), any loss of income or revenue, loss of business, loss of profit of contracts, loss of anticipated savings, wasted third party costs, and/or loss of data, management, or office time.

Linking

By browsing our website, PAL agrees that users:

- May link to our web site, provided it is done in a way that is fair and does not damage PAL’s reputation or improperly take advantage of it

- May not link so as to suggest any form of association, approval, or endorsement on our part where none exists
- May not use links to frame our web site or any part of it on any other site or otherwise pass off our site or its content as that of another site

PAL reserves the right to withdraw linking permission without notice. Users wishing to make any use of content on our site other than that set out above, should contact info@professionalassessment.co.uk

Monitoring and Review

This policy as a minimum will be reviewed on an annual basis.

Regulatory References

PAL is required to establish and maintain compliance with regulatory conditions and criteria. This policy relates to Ofqual General Conditions of Recognition: Availability of adequate resources and arrangements- A5.

Date Created 21st January 2021

Last Review: 1st October 2024

Next Review 1st October 2025

Person Responsible for review: Business Operations Director

This policy has been agreed by Linda Martin Managing Director.