



Guidance on Consumer Protection Legislation

Introduction

The importance of consumer protection legislation in a higher education context was highlighted following the clarification of the law by the Competition and Markets Authority (CMA) in 2015.

This clarification confirmed that when a University is providing an education service they are acting for purposes in relation to their trade, business or profession which is termed a “trader” “seller” or “supplier” under consumer protection legislation. Undergraduates will be acting for purposes outside of their trade, business or profession, in which case they are “consumers” under the consumer protection legislation. In addition consumer protection legislation applies to the provision of accommodation, funding and any other support to students. In most cases the requirements will build on, and clarify, our commitment to treat students fairly. However the CMA guidance has highlighted the importance of ongoing university-wide efforts to ensure that information for students is timely and accurate.

In 2015 the CMA emphasised the need for the sector to provide:

- upfront, clear, transparent and accurate information that allows students to make informed choices about where to study
- fair and balanced terms and conditions that provide a clear contractual relationship between a student and their university
- robust, accessible and clear complaint handling processes that allow students to hold universities to account

Information Provision

The University needs to ensure that we provide prospective students with “material information” at each stage of our dealing with them, including at the research and application, offer and enrolment stages.

Material Information would include

- course information (course title, entry requirements, core modules, composition of course, assessment methods, award on successful completion, location of study, length of course)
- Total course costs including both tuition fees and **all extra costs** (e.g. costs in relation to both mandatory and optional field trips, equipment, books etc.)

There should be no omissions

Failure to provide the material information, or failure to provide clarity on the material information would be a breach of consumer protection legislation, e.g.

- Failure to provide information about total tuition fees and associated costs up front

- Failure to make it clear to students that certain modules must be completed in order for a professional accreditation to be awarded on completion
- Only making material information available to prospective students *after* they have applied
- Failure to make prospective students aware of changes made subsequently to any of the material information that was contained in a prospectus or other marketing materials

Misleading Actions

Either deliberately or inadvertently providing misleading information would also be a breach of consumer protection legislation, e.g.

- Giving a misleading impression at an open day that a particular member of staff would be involved in the teaching of a course, or that a particular resource would be available to all students when this is not the case
- Giving a misleading impression about the location of a course
- Suggesting a course provides a particular qualification by a professional body when in fact further study (and possibly cost) would be required to obtain the award.

Key Points

Taken from *INFORMATION FOR STUDENTS: A guide to providing information to prospective undergraduate students* developed by the QAA for the higher education sector

http://www.hefce.ac.uk/media/HEFCE,2014/Content/Learning,and,teaching/Guide,to,providing,info,to,students/Guide_to_providing_info_to_students.pdf

- Are you presenting students with the information they need to make an informed choice about where and what to study?
- Are you providing it in the place where they are most likely to look for it?
- Have you thought about how best to link information together so students can easily navigate it; are links clear, functional and easy to use?
- Is information accessible to the range of students who may wish to use it, for example in different formats?
- Is the language you have used appropriate? You should take care not to use language or abbreviations which, while well known in the sector, are likely to be unfamiliar to prospective students, unless further explained.
- Do you have established methods/processes in place for reviewing and updating this information as appropriate?
- Have you considered whether there is information about a course that might be surprising to a student and highlighted this to them?
- Have you clearly explained the circumstances where changes might be made, and the notice period provided to students of any changes (without using a wide discretion to vary)?
- Do you have a clear policy process for informing students about when changes to courses do occur and is information on this readily accessible to users?

Terms and conditions

Terms and conditions govern the relationship between students and universities, and they confer responsibilities and expectations on both. The University must ensure that terms and conditions are fair, presented to the students in an accessible and durable form and that surprising or important terms are highlighted. If a term is found to be unfair by a court, it would not be binding on students and cannot be enforced.

Making Changes to Provision

Course content and structure (including matters such as mode of delivery, contact time, course location and methods of assessment) forms a part of a student's pre-contract information and becomes a contract term once the student has accepted the offer of study.

Changes may be necessary for a number of reasons such as change of staff, changing demand, timetable issues, the requirements of external accrediting bodies or pedagogic reasons. Universities do not, however, have unfettered discretion to make changes to courses. As a guide changes to courses should only be pursued where the change is beneficial to the students, and / or where the change is necessary in response to an event outside of the University's control that could not have been planned for.

Significant Changes

Significant changes to course content or structure would include:

- Removal, replacement and / or addition to a core / compulsory module
- Changes to the stated method(s) of assessment
- Changes to entry requirements
- Changes to third party course delivery
- Change of location for course delivery

Consultation with students

- Changes to course content and / or structure must be communicated early to the students affected.
- As part of the discussions a process for consulting students on the proposed changes must be agreed e.g.
 - o Email the students outlining the proposed changes
 - o Explain why you are making the changes and what they changes will mean for the students. Be transparent so the students know where they stand
 - o Ask for student feedback and signpost to sources of support e.g. Students' Union
 - o Give a choice of remedies - you cannot force the change and must be flexible for those already on the course
- The students should be able to terminate their obligations where they are adversely affected by the change.

Complaints

It is important to ensure that the University has a clear and concise effective complaints handling process and work has already been undertaken in this area. It is essential to seek early resolution where possible to any complaint received, acting quickly to resolve potential issues is important, and where students raise complaints informally they should be made aware of the formal procedure if the matter is not satisfactorily resolved.

The requirements of consumer protection legislation further strengthens the principles of fairness and transparency which already underpin our interactions with prospective and current students.

Further Information

For further information on the requirements of consumer protection legislation please contact Gwenan Hine, Head of Compliance gwenan.hine@bangor.ac.uk extension 2413