



Annex G.18 NSCD CONSUMER LAW HANDBOOK

OfS Annex C: Managing compliance with Consumer Law

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Preface

Before students take up a place at Northern School of Contemporary Dance (NSCD), a contract under consumer law is formed with NSCD. This handbook provides guidance on how this works, what the requirements are, and a single point of reference to ensure compliance with consumer law. NSCD has agreed a common approach as a result of its previous membership of the Conservatoire for Dance and Drama. It plans to use this approach as a standardised approach in the early stages of its independence as its own Higher Education Provider (HEP) to managing Consumer Law requirements.

- **Part 1** of this handbook sets out the NSCD's agreed operational approach to managing its obligations under Consumer Law.
- **Part 2** contains guidance on Consumer Law and what we need to do in order to comply with the agreed operational approach and the requirements of Consumer Law.

Updates to this handbook were made in June 2020 in the light of guidance and requirements arising from the Covid19 2020 pandemic. The specific sections of this handbook containing new information/additional guidance are:

Section 3 Additional requirements for the provision of material information to applicants and students arising from the Covid19 pandemic.

PART 1: MANAGING CONSUMER LAW COMPLIANCE

Introduction

In 2015, the Competition and Markets Authority (CMA) introduced guidance for Higher Education Providers on Consumer Law Protection.

In May 2023 the Consumer Markets Authority published the UK Higher Education Providers - Advice on Consumer Protection Law.

These publications informed much of this handbook and can be found at the following link:

<https://www.gov.uk/government/publications/higher-education-consumer-law-advice-for-providers>

The regulatory body for higher education in England is the Office for Students. The Office for Students regards students (including postgraduate students) as consumers. To continue to deliver higher education programmes of study, NSCD is a registered provider with the Office for Students. As part of registering with the Office for Students, NSCD along with all other registered HE providers is required to complete a self-assessment showing how they have given due regard to guidance about how to comply with consumer law. <https://www.officeforstudents.org.uk/advice-and-guidance/regulation/student-protection/students-as-consumers/>

In 2019 NSCD carried out a self assessment on Guidance for Consumer Protection Law as part of the registration with the Office for Students. A copy of this is available from quality.office@nscd.ac.uk

In June 2020, in light of the obligations and collective responsibility of NSCD with regard to the Office for Students registration, the Consumer Rights Act (2015), the Consumer Protection from Unfair Trading Regulations (2008) (CPRs) and the Consumer Contract Regulations (CCRs), the Leadership team agreed five principles (the 'Effective Collective Principles') for ensuring appropriate oversight and consistency of practice where this is prudent. These principles can be found on page 5 of this handbook.

The principles are designed to support compliance with meeting consumer law requirements, promote consistency of practice, and ensure that NSCD can demonstrate a joined-up approach and an appropriate level of oversight in this area.

The principles support the School to meet the requirements of Consumer Law, as laid out by the CMA in Annex B to its guidance (this is reproduced for your reference) as:

Appendix 8 CMA Requirements Annex B Information Provision Requirements under the CCRs).

As agreed by the Leadership team, Academic Registry and Admissions who all manage quality and maintenance of standards, in meeting the requirements under Consumer Law, which will include as needed:

- Undertaking an annual review of School website content and usability
- Helping to update model documents and template documents
- Advice and guidance

1.1 The Effective Collective Principles

As identified in the School's Terms and Conditions, Fees policy and management of pre-contract documentation, the six principles remain in place for how NSCD manages its obligations under Consumer Law with the addition of Principle 6 under the related Student Protection Plan:

Principle 1	Create a unified set of templates for Offer Letters, Terms and Conditions, Fees Policies, and course summaries as far as is practicable, and agree any changes to the contents of these documents in advance of publication of any changes with Academic Registry and the Quality Team;
Principle 2	NSCD continues to adhere to the guidance on the provision of 'material information' provided by the OfS and discuss plans to change the content of this information on its school website with regard to providing information to prospective students: https://www.officeforstudents.org.uk/media/2db81e6b-e4c7-4867-bc5d-ff67539d13e8/guide_to_providing_info_to_students.pdf
Principle 3	Academic Registry, Admissions and Marketing will continue to review other information provided on the website to discuss and support compliance in this area regarding implications for consumer law;
Principle 4	Where, after offers have been made to students, the Admissions Manager or Head of Faculty determines that there needs to be an amendment to the course as set out in the offer letter, terms and conditions, fees policy, course summary, or 'material information' provided on school websites or other sources, this should be raised with the Vice Principal for agreement before the change is made or before students are advised about the change;
Principle 5	Building on the internal consumer law guidance first, Academic Registry and Quality Team will produce and maintain the Consumer Law Handbook that covers this approach, contains relevant guidance and provides a single point of reference to assist with the continuity and future management of these areas.
Principle 6	NSCD has developed a comprehensive Student Protection Plan to identify how it will communicate information and support students to fulfil their study choices in the unusual circumstances of a programme not being able to run or programme failure.

PART 2: GUIDANCE

This guidance should be read in conjunction with the [UK Higher Education Providers - Advice on Consumer Protection Law](#) published in 2023 by the Competition and Markets Authority

A checklist which synthesises the CMA requirements and a summary of the HEFCE guide is provided as **Appendix 1** to use to ensure that we are meeting the necessary requirements. Academic Registry and the Quality Team will guide this process for Faculties and Collaborative Partners to create Course Fact file and website information appropriately.

2.1. The Consumer Law Context

What is covered by the CMA Guidance on consumer law?

All institutions should note that consumer rights are likely to extend to postgraduate students to prepare for this we have decided to take a single approach to the introduction of the NSCD Terms and Conditions.

The CMA's summary of these requirements set out in the CMA Guidance and is reproduced in **Appendix 1** to this document. The key phases / elements of the student-consumer life-cycle are defined by CMA as:

- **Information provision:** ensuring that students are given up front, clear, timely, accurate and comprehensive information. CMA identifies three phases: 'student research and application', 'offer stage', 'student enrolment stage' Information may be contained both on websites and in prospectuses. Please see **Appendix 1** for a checklist that synthesises this guidance;
- **Ensuring that terms and conditions between HE providers and students are clear.** This includes not asserting unreasonably wide discretion to vary course content or increase fees during the duration of the course in fees policies (and terms and conditions);
- Ensuring that HE providers' complaint handling processes and practices are accessible, **clear and fair to students.** The model terms and conditions document is relevant to each of the above areas.

Provision of information to applicants/students governed by consumer law			
What is ‘material information’?	• Information about the Higher Education courses we offer	Contained in: Website Content ¹ ; Paper prospectuses; Verbal information provided e.g. at Open Days	<i>Information must be up to date, current and accurate at the time we open our Admissions process</i>
	• The structure of Higher Education courses		
	• The fees/costs		
	• The pre-contract information <i>(see ‘what is pre- contract information’ below)</i>		
What is ‘pre-contract information’?	• Terms and Conditions <i>(durable medium)</i>	Held in: Offer letters; Website Content; paper prospectuses	<i>Information must reflect what is published on our website and prospectus; any changes must be clearly flagged in our offer letter/before we confirm an offer</i>
	• Fees Policy <i>(durable medium)</i>		
	• Course Summary <i>(durable medium)</i>		
	• Accompanying policies and procedures <i>(e.g. Complaints Procedures, Misconduct Procedures etc)</i>		

2.2. 'Material Information' and 'Pre-contract Information': Provision of Information to applicants / students

Material Information, Pre-contract Information and the Consumer Rights Act (2015)

The Higher Education & Research Act (HERA) (2017) came into force in June 2018, and set out in law that applicants and students of higher education are covered under the Consumer Rights Act (2015). The Consumer Rights Act (2015) ensures that **any statement made by a School when an applicant is either deciding to enter into the contract, or is making a decision about 'services' after entering into the contract, is now a binding contractual term.**

This would include, for example, statements made by staff/students at open days, content on our School website, content in prospectuses and other published information.

NSCD will take care to ensure the accuracy of published information and to **notify applicants and continuing students** of any changes to material/pre-contract information.

3. What does NSCD need to do?

1. Follow its model Terms and Conditions, Fees Policy, and Offer Letter templates. The Course Summary Template should be followed.
2. Terms and Conditions, Fees Policy, Course Summary documents and Offer Letters for checking by Academic Registry, Quality Team and Admissions Manager ahead of publication/dissemination.

Please allow enough time check through the documents and feedback in accordance with any internal School schedule of approval.

- Material information must be accurate and kept up to date.
- Where there are changes to previously advertised programme (including future as yet unforeseen changes):
 - consult with Academic Registry and Quality Team for advice and guidance.
 - Ensure communications with applicants and current students are timely, as frequent as necessary, and accurate at the time of issue.
 - For applicants, ensure that the contract cancellation period (as set out in the Terms and Conditions) is renewed as necessary in the event of any change to material information.
 - For current students, ensure that student consent is sought to changes to programmes, and let students know what options are available to them if they are not satisfied with the changes that have been made.

- **Material information and pre-contract information needs to be easy to find on the NSCD website.**

Academic Registry and the Marketing department will support a user test for Admissions to advise on user-friendliness and will review our website to check if there are any areas needing attention.

- **When making formal offers of a place to study, the following ‘Pre-Contract information’ must be sent in durable medium at the point of making an offer to an applicant:**

- Terms and Conditions
- Fees Policy
- Course Fact file document
- Offer Letter
- Guidance Note on changes to pre-contract information, if necessary/relevant
- Links in ‘pre-contract information’ to web pages must be working or should redirect to new pages where the webpage has become obsolete.

It is easier to avoid broken links if landing pages are linked to where documents can be found, rather than to specific documents themselves.

- **Changes to material/pre-contract information must be communicated to applicants and registered students.**

Where applicants have already had a formal offer in durable medium, this will normally need to be reissued with a fresh set of pre-contract documents together with a guidance/briefing note about the changes, and the 14-day cooling period will recommence as if for the first time.

- **Current Terms and Conditions, Fees Policies and Course Summaries should be published online before formal offers are made.**

If applicants are unsure about anything then they should contact the Head of Academic Registry for discussion and/or advice.

APPENDIX 1: NSCD checklist to ensure consumer law compliance on the provision of information to applicants

Checklist for provision of information to applicants				
Area of Information	Relevant OfS information	Action needed by School	Completed? (Y/N) Date of completion	Notes
a. Content of the course	If the modules, or other course components such as placements or field trips, that will be offered have now changed or reduced, or will be delivered in different years, this needs to be made clear. We expect providers to give applicants clear information about the content that will be delivered.	This is on course pages on the website and is detailed in course fact files.	Y	
b. Length of the course	For example, if there are changes to the anticipated length of the course to take account of particular assessment methods or placements that might be core requirements for the course which can only be undertaken in a normal operating environment, then these should be explicit.	This is on course pages on the website and is detailed in course fact files.	Y	
c. How the course will be delivered	This includes the extent to which the course will now be delivered online rather than face-to-face and how the balance between, lectures, seminars and self-learning has changed. Prospective students will be particularly	This is on course pages on the website and is detailed in course fact files.	Y	

APPENDIX 1: NSCD checklist to ensure consumer law compliance on the provision of information to applicants

	interested in the volume and arrangements of contact hours and support and resources for learning if this is now taking place online and virtually.			
d. Cost of the course	Information about the cost of a course should be explicit up front and should not increase once the course has started and so if a provider is offering a discount only for the year in which any adjustments will be made and the cost will increase to a 'normal' level thereafter this needs to be made clear to the applicant. Providers should also be clear about any extra costs that students might need to bear to access resources or buy equipment as a result of the changes to teaching.	Detailed within Value for Money area of the website	Y	
e. How the course will be assessed	<i>No information provided by OfS. NSCD should ensure that changes to normal assessment arrangements including rubric and/or weighting, are made clear.</i>	This is on course pages on the website and is detailed in course fact files.	Y	
f. Award	If there are potential changes to the qualification that is awarded, for example professional accreditation	Liaison with the University of Kent as the validating body.	N/A	
g. Possible locations	If in the event of a pandemic has affected where teaching may be delivered or if and when face-to-face teaching can resume, for example	Consider when off-site studios or locations may be used and how NSCD communicates this to students	Y	

APPENDIX 1: NSCD checklist to ensure consumer law compliance on the provision of information to applicants

	because social distancing requirements may mean additional space may need to be made available at a location that is not the normal teaching location for the course, then this should be explicit.	with plenty of notice and access considerations.		
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