

Annex F.3 Consumer Law Handbook: HE provision

Document	Annex F.3 — Consumer Law Handbook
Part of	NSCD Quality Code
Purpose	Single reference document setting out how NSCD will operate to protect students under Consumer Protection Law
Document owner	Quality Office
Lead contact	Head of Quality & Compliance
Audience	Applicants/Students/Staff for Northern School of Contemporary Dance courses of higher education, including those delivered by franchise partner providers.
Approving body	Senate
Implementation	September 2026
Review cycle	3 yearly by the Quality Office

How this document works

This handbook is owned by the Quality Office and is subject to a full review every three years. An annual light-touch review will be undertaken ahead of each academic year to ensure continued accuracy and alignment with current regulatory guidance. Interim reviews will be carried out whenever there is a material change in legislation, regulatory guidance, sector practice, or NSCD's own provision.

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Introduction

Before students take up a place at Northern School of Contemporary Dance (NSCD) or a franchise partner provider, a contract under consumer law is formed with NSCD as the lead provider and the delivery partner. 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 is the lead partner in a number of franchise arrangements with partner providers that deliver courses leading to NSCD-awarded or NSCD-validated qualifications. As the lead partner, NSCD remains responsible for compliance with consumer law and Office for Students requirements in respect of all prospective and current students on those courses.

This handbook applies to NSCD and to all of its franchise partner providers, who are required to follow it (or an agreed equivalent approved by NSCD) when providing information to applicants and students, when entering into the student contract, and when communicating changes to courses or services.

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. It also details how a student raises a complaint concerning consumer law.

This handbook was reviewed in June 2026 to reflect the updated CMA guidance (2023), the Digital Markets, Competition and Consumers Act 2024, and to prepare for the Office for Students' new ongoing condition of registration on "Treating Students Fairly" (proposed condition C6), expected to come into force in autumn 2026. A fuller review of this handbook will be undertaken once the OfS publishes its final decision and the new condition takes effect.

PART 1: MANAGING CONSUMER LAW COMPLIANCE

In May 2023 the Competition and Markets Authority (CMA) published the UK Higher Education Providers – updated 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 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/for-providers/student-protection-and-choice/students-as-consumers/>

From 28 August 2025, the Office for Students introduced new initial conditions of registration (including initial condition C5 “Treating Students Fairly”) for providers seeking entry to the OfS Register. The OfS is expected to publish its final decision in autumn 2026 on a parallel ongoing condition (proposed condition C6) which will apply to all registered providers, including NSCD, and will replace current conditions C1 (Guidance on consumer protection law) and C3 (Student protection plan). NSCD will undertake a new self-assessment, review of its student-facing documentation and refresh of this handbook in line with the new condition once the final wording is published.

To address 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 Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs), and (from April 2025) the unfair commercial practices and consumer protection provisions of the Digital Markets, Competition and Consumers Act 2024 (which replaces the CPRs), Northern School of Contemporary Dance set out six principles (the ‘Effective Collective Principles’) for ensuring appropriate oversight and consistency of practice where this is prudent (see page 5).

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 Effective Collective Principles

Northern School of Contemporary Dance (NSCD) is committed to meeting its obligations under consumer law and to ensuring that prospective and current students receive clear, accurate, and timely information about the courses and services it provides. As reflected in the School's Terms and Conditions, Fees Policy, and the management of pre-contract documentation, NSCD applies six guiding principles that underpin its approach to compliance, fairness, and transparency. These principles are designed to safeguard the student experience from initial enquiry through to course completion and to provide a consistent framework for decision-making across the institution. They apply equally to franchise partner providers delivering courses where students are registered as NSCD students, ensuring a uniform standard of practice wherever NSCD's name is associated with provision. In upholding these principles, NSCD will:

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 the Quality Office.
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	Quality Office, 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 and Quality Office 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, the Quality Office 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 will continue to operate 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 current Office for Students guidance on information for prospective and current students is provided as Appendix 1 to use to ensure that we are meeting the necessary requirements. The Quality Office will guide this process for Faculties and Collaborative Partners to create Course summaries and website information appropriately.

2.1 What is covered by the CMA Guidance on consumer law?

All institutions should note that consumer rights should extend to postgraduate students, as such NSCD takes 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:

1. **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.
2. 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).
3. 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. NSCD's Student Complaints Procedure signposts students to the Office of the Independent Adjudicator for Higher Education (OIA) once internal procedures are exhausted, and complaint outcomes must be issued in a Completion of Procedures letter in line with the OIA's scheme rules (see 3.6).

2.2. 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 includes, 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.

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; Paper prospectuses; Verbal information provided e.g. at Open Days	Information must be up to date, current and accurate at the time we open our Admissions process
	• The structure of Higher Education courses		
	• The fees/costs		
	• The pre-contract information		
What is ‘pre-contract information’ ?	• Terms and Conditions (durable medium)	Held in: Offer letters; Website Content; paper prospectuses	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
	• Fees Policy (durable medium)		
	• Course Summary (durable medium)		
	• Accompanying policies and procedures (e.g. Complaints Procedures, Misconduct Procedures etc)		

3. What does NSCD need to do?

This section sets out the actions NSCD and its franchise partner providers must take to comply with consumer law at each stage of the applicant and student journey.

3.1 Use of model documents and approval ahead of publication

NSCD operates standard templates for the documents that form the student contract. These must be used by NSCD and by all franchise partner providers.

- Follow the model Terms and Conditions, Fees Policy, Offer Letter and Course Summary (Course Fact File) templates.
- Submit drafts that depart from the templates, and any material changes to template content, to the Quality Office and Admissions Manager for checking before publication or dissemination.
- Allow enough time for the Quality Office and Admissions Manager to review and feed back in line with the internal NSCD schedule of approval. Franchise partner providers must follow the same lead times.

3.2 Material information on the website and in prospectuses

- Material information must be accurate and kept up to date.
- The Quality Office and Marketing department will support a user test of Admissions content and review the website to check for findability and any areas needing attention.

- Material and pre-contract information must be accessible to disabled prospective and current students in line with NSCD's duties under the Equality Act 2010 and the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018. Reasonable adjustments must be made available on request (for example, alternative formats, plain-English summaries, or one-to-one explanations of terms).

3.3 Pre-contract information at the offer stage (durable medium)

When making a formal offer of a place to study, the following pre-contract information must be sent to the applicant in a durable medium (typically PDF):

- Offer Letter
- Terms and Conditions
- Fees Policy
- Course Summary (Course Fact File)
- Guidance Note on changes to pre-contract information, where relevant

Practical points:

- Current Terms and Conditions, Fees Policies and Course Summaries must be published online before formal offers are made.
- Links to web pages within pre-contract documents must be live, or must redirect to a current page if the original page has become obsolete. Linking to landing pages, rather than to specific document URLs, is the most reliable way to avoid broken links.

3.4 When information or the programme changes

Where there is a change to previously advertised programme content, structure, location, fees, assessment or any other material information (including future changes that cannot be foreseen at the point of offer):

- Consult the Quality Office for advice and guidance before issuing any communication.
- Communications with applicants and current students must be timely, repeated as necessary, and accurate at the time of issue.
- For applicants who already hold a formal offer in durable medium, the offer will normally need to be reissued with a fresh set of pre-contract documents and an accompanying briefing note about the changes. The 14 calendar day statutory cancellation period (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) will recommence as if for the first time.
- For current students, the student's express consent must be sought before any change is implemented, and students must be told what options are available to them if they are not satisfied with the change.

3.5 Where to go for advice

Applicants who are unsure about anything in their offer or pre-contract information should be directed to the Head of Quality & Compliance for discussion and advice. Staff and franchise

partner providers should also contact the Head of Quality & Compliance with any consumer-law queries arising during the year.

3.6 How to complain

If a student wishes to raise a complaint about NSCD or a franchise partner provider, they should:

1. Start by raising the complaint using the NSCD Complaints procedure:
<https://www.nscd.ac.uk/policies-and-procedures/>
We urge students to seek advice by speaking to the Quality Office on quality.office@nscd.ac.uk
2. Escalate it to the Office of the Independent Adjudicator for Higher Education
The OIA is an independent organisation that considers student complaints. You can use [the OIA complaints link](#) to see the sorts of complaint it can help with.
3. There is more information from the Office for Students on how to raise a complaint here:
<https://www.officeforstudents.org.uk/for-students/understanding-students/complaints/>

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 interested in the volume and arrangements of contact hours and support and resources for learning if this is now taking place online and virtually.	This is on course pages on the website and is detailed in course fact files.	Y	

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. All courses validated by NSCD follow the Academic Regulations published in Annex A.1	Y	
f. Award	If there are potential changes to the qualification that is awarded, for example professional accreditation		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 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.	Consider when off-site studios or locations may be used and how NSCD communicates this to students with plenty of notice and access considerations.	Y	