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Compliance with the Competition and Markets Authority

St George's University of London

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History

- 2015 - The Competition and Markets Authority ('CMA') issued a guide to the application of consumer law to applicants and students in HE
- 2015 – FOI and Criticism by Which?
- New consumer legislation
- 2016 - HEFCE additional guide to be read alongside the CMA guide
- 2017 - Advertising Standards Agency action
- 2018 – OfS condition of registration

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OfS

- Your overall approach to ensuring compliance with consumer protection law
- Your approach to providing information to applicants and students: research and application stage, offer stage and enrolment stage
- Your contract terms and conditions
- Your complaint handling processes and practices

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1. Course Information

- Course title
- Entry requirements for the course
- Core modules which students can expect to be taught
- Likely optional modules
- The number of contact hours which students can expect to have with academic staff

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Examples of common problems

- o Cancellation or failure to provide modules
 - "My decision was largely based on course content, so it was a kick in the shins to find that the content of some modules had been changed without notice. Students should get what they thought they were applying for."

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Teaching, learning and assessment

- Overview of teaching and learning:
 - methods of delivery
 - indicative class sizes
 - learning and disability support available
- The workload which a student can expect the course to involve, including independent learning
- Teaching qualifications of the centre staff delivering the teaching
- The manner in which students will be assessed, how they progress, and your policy on providing feedback

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Examples of common problems

- Method of delivery
- Format of assessment

"The course changed from 100% coursework to 100% exam and I hate exams! We had no choice in the matter...I got back from the summer [break] to find the assessment had completely changed...not impressed!!"

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Award, location and duration

- The award which students can expect to receive upon completion of the course (including the awarding body)
- Where the course is taught (including whether travel between locations will be necessary, and where any placements/fieldtrips will be)
- How long the course/placements will last. P/T and F/T differences should be made clear
- Whether or not the course is accredited

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Examples of common problems

- Change of location

"I signed up to study on a small campus with listed buildings and a wonderful vibrancy and sense of community. Both the architecture, the location and the status of this campus as intimate and friendly is what led me to choose my course. However in second year we were moved to the main campus which is busy and uncomfortably large with little sense of belonging. Had I of known this I would have probably chosen to study elsewhere."

- Accreditation

"I am a biomedical science student and when I started my course it was accredited by the institute of biomedical science, this meant I was able to get more jobs. However, then they removed the toxicology module which is a requirement for working in labs owned by the NHS, so now I can't get a job in one of the largest areas biomedical science students go into without spending 7k on tuition for an accredited masters degree."

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Fees and costs

- Fees which students can expect to pay, along with how and when payable, and potential increases
- Any extra costs (in addition to fees) which students may have to pay to complete the course:
 - field trips & associated travel costs
 - insurance
 - visas
 - bench fees
 - any materials/equipment essential/likely to purchase
 - re-sits

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Examples of common problems

- Fee increases

"My fees increased by £1200 in my second year. I thought this was extremely unfair. I thought my fees were going to be the same for the rest of my course ... I still think that while the university has the right to increase international fees every year, current students should not be paying more and more every year - they should be paying the same amount they paid their first year."

- "Hidden" costs

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Placements

- Are placements/internships compulsory/optional?
- Who arranges those (School or the student themselves)?
- Where might they be (consider including examples of past placements)?
- Will they be assessed?

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Examples of common problems

- Who organises the placements?

"It was suggested in the course details prior to starting that work placements would be organised enabling us to work with organisations such as English Heritage or the National Trust. It has been up to the students, however, to organise their own placements and seemingly there are absolutely no working partnerships between my university and any NT or EH properties"

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Other terms

- Any surprising terms
- Timetable information

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Examples of surprising terms

- What kind of terms might be considered important or surprising?
 - Hidden costs
 - Course content changes
 - Cancellation period
 - What happens when things go wrong
 - Intellectual Property rights

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2. Content of Offer

- Main characteristics such as conditions of offer, details of the course (eg award and title)
- Duration of contract
- Total tuition fees and course-related costs
- Complaints process (academic and non-academic) plus information about the OIA
- 14 day right to cancel and model cancellation form

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Key contractual information and the right to cancel

- Main features including fees
- Most up to date policies and regulations
- Official title & address
- Complaints and withdrawal from the course
- Cancellation within the first 14 days

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3. General Principles

- The CMA guidance & HEFCE guidance only apply at present to UG courses
- Generic caveats reserving rights to make changes or disclaiming liability will likely not be legally enforceable and may breach consumer law
- Every course page should link to full information on changes to academic provision process

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- Blanket assignments of intellectual property are not normally justifiable
- Plain English should be used, and any acronyms should be defined
- The same principles apply to information provided orally
- Course information must be provided in any substantive hard copy course marketing materials, but it is appropriate to link to more detailed information with a web-link
- Academic sanctions imposed for non-academic debt potentially unfair
- Highlight any important or surprising terms

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Examples of unfair terms

- **Course costs**

*Some programmes require an additional contribution towards extra costs incurred for special facilities, materials or field trips (nota, however, that some courses have compulsory trips and others are optional. We may tell you about these extras during your course).

- **Changes to course content**

*We will make all reasonable efforts to deliver the programme as described in the prospectus and on the website, however, we reserve the right to make alterations to the programme, including to the timetable, content, location and delivery methods, so as to meet operational demands.

- **Limits on liability**

*Whilst every effort has been made to ensure the accuracy of the information presented on our website, we cannot be held responsible for any errors or omissions.

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4. Comparative Claims

- Establish what type of comparative claim you wish to make
- Make sure you hold the relevant evidence
- Make the basis of the claim clear and include necessary qualifications
- Accurately represent the evidence - do not exaggerate
- Make comparative claims verifiable – signpost information

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Examples of breaches

In June 2017 it was noted that over 30 universities in the UK claimed to be in the top 10 at that time

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5. Consequences

- Enforcement Action – CMA, trading standards, ICO
- Civil claims – damages or repeat performance
- OfS/QAA/OIA
- Reputation

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Thank you

If you have any questions or would like to speak to one of our team, we'd love to hear from you.

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