

Advice to UK higher education providers on consumer protection law

CMA response to the consultation

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This publication is also available from the CMA's webpages at www.gov.uk/cma.

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1. Introduction

Background

- 1.1 In March 2014, the Office of Fair Trading (OFT), a predecessor organisation to the Competition and Markets Authority (CMA), published the findings of its Call for Information (Cfi) on the Higher Education (HE) undergraduate sector in England.
- 1.2 Although the evidence submitted to the Cfi did not suggest that the HE sector is characterised by pervasive bad practices, engagement with stakeholders highlighted significant scope for clarifying HE providers' responsibilities under consumer protection law. In this respect the Cfi identified some potential consumer protection issues relating to:
 - the information available to students to enable them to choose the most appropriate course and HE provider;
 - the terms and conditions used by some universities, including their accessibility, fairness and proportionality; and
 - the speed and effectiveness of complaints handling by some universities, as well as an apparent lack of student knowledge about the process.
- 1.3 Following the Cfi, the OFT recommended that, among other things, the CMA take forward work on clarifying universities' responsibilities under consumer protection law. We accepted this recommendation and launched a project on 20 May 2014.¹
- 1.4 Although the Cfi was concerned with the undergraduate HE sector in England, and the current situation regarding tuition fees varies between the devolved administrations within the UK, our follow-up work has been UK-wide as consumer protection law is applicable throughout the whole of the UK.
- 1.5 We undertook further research and analysis, continued discussions with a number of stakeholders, and considered other relevant materials published by stakeholders.
- 1.6 Based on this work, we considered that the most appropriate way to help ensure compliance across the sector was to produce advice for UK HE

¹ The OFT also recommended that the CMA 'work with, and through, stakeholders to inform the design of a regulatory regime which can better contribute to maximising the potential benefits of choice and competition'. This recommendation is also being taken forward by the CMA. For more information, see the CMA's case page [Competition and regulation in higher education in England](#).

providers to help them understand their responsibilities under consumer protection law in relation to their dealings with students. Alongside this we proposed that we produce complementary materials to raise undergraduate students' awareness of their rights under consumer protection law. This suggested approach was supported by the key stakeholders we spoke to.

- 1.7 Between 19 November and 18 December 2014 we conducted a public consultation on draft compliance advice for HE providers within the UK.²
- 1.8 This consultation was carried out in accordance with the Cabinet Office Consultation Principles. It was published on the CMA website and a range of stakeholders were notified about the consultation by email. During the consultation period we held a stakeholder event for HE providers, sector representatives and other interested parties. We carefully considered all the responses received and the representations made to the CMA as part of the consultation and liaised with certain stakeholders in order to clarify some issues raised.
- 1.9 The bodies and individuals that provided formal responses to the public consultation are listed at section 3. In all, we received 61 responses.
- 1.10 We would like to thank all respondents for their constructive engagement in this consultation.
- 1.11 This document summarises the main issues raised during the consultation process on the draft advice. It also summarises our response to the comments, including the main changes to the advice that we have made to take account of them. The final version of the advice is available on the CMA website.³

Next steps

- 1.12 We hope that the advice will help HE providers within the UK by clarifying their responsibilities under consumer protection law in relation to the key issues identified and driving a consistent level of compliance. The advice is also intended to be of use to our enforcement partners, in particular local authority Trading Standards Services (TSS), to sector bodies and to advisors in understanding what types of practices are likely to be unlawful.
- 1.13 We have sent an open letter to HE providers drawing their attention to the advice and setting out our expectation that they will review and, if necessary,

² See the CMA's closed consultation [UK higher education providers: draft advice on consumer protection law](#).

³ See [Higher education: consumer advice for providers](#).

make changes to their policies and practices to ensure compliance as soon as possible. The advice has also been disseminated to HE providers via a range of sector bodies and representatives.

- 1.14 We will monitor the sector and will be carrying out a review, commencing in October 2015, to assess compliance with consumer protection law. As part of that review we will analyse any information that has been submitted, including via our compliance reporting mechanism. Where necessary, we may also request certain information from some HE providers and ask them to demonstrate their compliance with the law. Should serious infringements be identified, either through monitoring or during the course of the compliance review, the CMA or another consumer enforcement partner may decide to take action, including before the compliance review has concluded.

2. Response to consultation questions

- 2.1 The CMA's consultation on draft compliance advice for HE providers invited responses to the questions shown in bold below. The CMA's response to the main issues highlighted is included after each question. We have made various other changes and clarifications to the advice in response to consultation responses, but not all of these are outlined in this summary.

Question 1

Do you agree with our views on the kinds of information that are likely to constitute 'material information' under the Consumer Protection from Unfair Trading Regulations 2008 (CPRs)? In particular:

- (a) Is there any information currently included that you do not think constitutes 'material information' and if so why?**
- 2.2 The majority of respondents agreed with, or made no comment on, the draft regarding the kinds of information that are likely to constitute 'material information'.
- 2.3 Some stakeholders said there were practical difficulties in providing information on course entry qualifications/requirements, for example because of the large number of different qualifications that might be accepted by HE providers and the need to cite other entry criteria.
- 2.4 Some stakeholders said that contact hours were not necessarily the best way to convey composition of the course and how it will be delivered, as it didn't capture the expected personal study time and the variety of learning/teaching support provided.
- 2.5 Some stakeholders mentioned concerns that certain kinds of 'material information' could become out of date, given the long lead-in time for preparing prospectuses for publication and the time between a prospective student applying and starting their course. Similar issues were raised about providing information on optional course modules or the names of staff, given that these might change before or during the course. It was felt that this could hinder an HE provider's ability to act flexibly in response to student demands, evolving best practice or circumstances outside of their control.

CMA response

- 2.6 We have considered the points raised and made clarifications and amendments where appropriate. For example:
- we have further clarified the reference to entry requirements and criteria;
 - we have further clarified that generally HE providers need to give the level of experience or status of the staff who will be delivering the different elements of the course rather than naming the individuals (for example if a student will be taught by a professor, senior lecturer or a postgraduate student);⁴ and
 - we have amended the reference to 'optional modules' to acknowledge that these may be subject to change over the duration of the course, for example as they may depend on student demand.
- 2.7 We maintain the view that contact hours are one of a number of the component parts of the overall composition of the course and how it will be delivered and is likely to be material information. Approaches to teaching, learning and assessment vary across subjects and across HE providers. It is therefore important that prospective students have a full understanding of how the course will be delivered and what it involves, which in our view includes information about the amount of, and relative balance of, time spent in lectures, seminars, work placements and self-study.
- 2.8 More generally, although we accept that there could be some specific circumstances where there may be a change in material information before a course commences, it is important that such changes are drawn to prospective students' attention as soon as possible.
- 2.9 Some respondents cited in particular how it would be difficult to keep all information contained in a published prospectus up to date given the long lead-in times in preparing prospectuses for publication. However, not all information in a prospectus will be material information; some information will be quite generic, such as the number and variety of social clubs available.
- 2.10 To the extent that an HE provider includes material information in its prospectus but cannot guarantee that this will not be subject to change, then this should be flagged to prospective students. Further, where the material

⁴ Note that in circumstances where a HE provider advertises that a course will be delivered by a particular individual (for example someone renowned in that field), then it would be appropriate to name that individual in the 'material information' provided to students, and information about that named staff member should not be presented in a misleading way.

information given in a prospectus becomes out of date, the HE provider should provide updated information on its website, and should draw any changes to prospective students' attention in any communications with them.

- 2.11 We have made it clear in the advice that, where information provided on an HE provider's website or in other materials is 'pre-contract information' (as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs), then HE providers should be careful that the information is accurate because the pre-contract information will be binding where a prospective student subsequently accepts an offer.

Question 1

Do you agree with our views on the kinds of information that are likely to constitute 'material information' under the Consumer Protection from Unfair Trading Regulations 2008 (CPRs)? In particular:

- (b) Is there any information you think ought to be included as constituting 'material information' and if so why?**

- 2.12 The majority of respondents made no suggestions for additional kinds of information to be included.

CMA response

- 2.13 Some stakeholders did make suggestions which we carefully considered. Of these, we have amended the advice to now include as material information:
- when and how payments are to be made (in relation to information about tuition fees and extra course costs); and
 - the particular information that is likely to be important to certain groups of students and the need for HE providers to consider this. For example, this may be the case in circumstances where the advertising and marketing of courses is directed at international and part-time students or students learning at a distance, or where certain practices may particularly impact on the decisions of vulnerable students such as those with disabilities.
- 2.14 In the CMA's view, the other suggestions made, for example to include information on the number of complaints upheld by the Office of the Independent Adjudicator, did not meet the required legal threshold to be considered material information.

Question 2(a)

Do you agree with our views on how the elements of the CCRs that are relevant to distance contracts will apply where applications by students and offers by providers are generally conducted at a distance (for example, through the Universities and Colleges Admissions Service)?

2.15 The majority of respondents agreed with, or made no comment on, our views.

2.16 A number of stakeholders did not agree with, or asked us to clarify further, the CMA's view that in general the parties may enter into two contracts. The first is at the offer and acceptance stage, and then the second at the enrolment stage. This was queried on the basis that:

- there could potentially be only one contract, but comprising a number of different stages, which then becomes a firm contract at the point when the prospective student fulfils any conditions that are associated with the offer of a place and enrolls;
- there could potentially be only one contract that is entered into when the prospective student enrolls; and
- as re-enrolment take place each year this means that there might be a new contract created each time.

2.17 A number of stakeholders requested further clarification about the CCRs requirement to provide pre-contract information to students on a 'durable medium' for distance contracts, and whether this might result in HE providers needing to send prospective students potentially large amounts of information (such as, for example, copies of their complaint procedures and all their rules and regulations).

2.18 Some stakeholders also requested clarification around CCRs distance contract related issues, including:

- whether a contract could still be regarded as having taken place at a distance if a prospective student had attended, for example, open days or interviews with the HE provider; and
- whether it was a requirement of the CCRs that the model cancellation form had to be provided.

CMA response

- 2.19 Our view that a contract is entered into between an HE provider and a student at the stage of offer⁵ and acceptance of a place, as underpinned by case law (as set out in the advice document), remains the same. In our view, a contract to admit the student to the relevant course is made when the prospective student accepts the offer of a place. At that stage, the obligations on the HE provider include reserving a place on the course for the student. We therefore do not agree with the view that no contract is formed until the student enrolls.
- 2.20 We have clarified in the advice that in some cases (depending on the contractual and factual arrangements of HE providers), in addition to the contract entered into at the stage of offer and acceptance, a separate contract for educational services may be entered into at the time the student enrolls. Where there are two contracts entered into, we have made clear the requirements under the CCRs in relation to pre-contract information and the necessary confirmations, and that the student will have a fresh right to cancel after enrolment if this is done at a distance. We have emphasised that regardless of whether or not a separate contract is entered into at the time the student enrolls, before they agree to accept an offer of a place HE providers need to give prospective students all of the pre-contract information and need to clearly explain any changes that are anticipated to be made between offer and enrolment.
- 2.21 It is also our view that re-enrolment at the start of each academic year, where applicable, does not trigger a new contract being entered into. We consider that the contract for educational services is likely to be for the full duration of the course, with milestones to be achieved in order to progress to the next year or other period of study.
- 2.22 We have clarified further what pre-contract information needs to be provided on a 'durable medium' and when, along with what types of information should be provided at which stage. We hope this will allay concerns about the amount of information to be provided. It should also be noted that HE providers are not required under the CCRs to provide all of their terms and conditions to students on a durable medium, for example, by sending prospective students an email with these documents as attachments. HE providers do, however, have an obligation under consumer protection law (in particular under unfair terms legislation) to ensure that they draw prospective students' attention to terms and conditions and any other rules and

⁵ The offer may be unconditional or conditional – in respect of the latter the student would have to satisfy the requirements set by the provider.

regulations, and make them easily accessible. They should also draw important or surprising terms and provisions specifically to prospective students' attention.

- 2.23 In our view, if there has been some face to face contact between a prospective student and HE provider, the contract may still be a distance contract under the CCRs. An open day visit or an interview typically provides a general opportunity for the prospective student to learn more about the HE provider and the course, and for the HE provider to assess the student. Such general contact, which is unlikely to involve contract negotiations, is not likely to call into question whether a contract is a 'distance contract' under the CCRs in circumstances where, for example, applications and offers are submitted and accepted online or by other remote means. We have addressed this in the advice in Chapter 4 (Information provision – ensuring that students are given the information they need in order to make informed decisions).
- 2.24 Under the CCRs there is a right to cancel and withdraw from a distance contract for services during a 14 day period from the date the contract is entered into (for example, the date when the student accepts the offer of a place). This is the minimum amount of time that a student must be given to cancel their contract. HE providers can give students longer. The CCRs require that students are informed and given certain information about their cancellation rights, and also that the model cancellation form be given to them. We have clarified that there is a requirement to provide the model cancellation form, that the form does not have to be used by the student in order to cancel and that the student does not need to give a reason for cancelling.

Question 2(b)

Do you agree with our views on the types of information that are likely to constitute the 'main characteristics of the service' (in relation to the pre-contract information required for distance contracts under the CCRs)?

- 2.25 The majority of respondents agreed with our views or provided no comments.
- 2.26 Some respondents made similar points to those raised in response to question 1(a) about the possibility of information that we propose should be provided becoming out of date and that there was therefore a need for flexibility. Some respondents raised concerns that being unable to change information could be problematic given that some things (such as changes to teaching staff) may be beyond their control.

CMA response

- 2.27 Under the CCRs, the pre-contract information provided will form part of the contract between the HE provider and prospective student to reserve a place on a particular course and to enrol the student on the course. Under the CCRs, pre-contract information cannot be changed unless the student's express consent is obtained, so it is very important it is accurate from the outset. We have suggested in the advice how providers can address the issue of express consent.
- 2.28 We set out in the draft, and also the final advice, that if an HE provider foresees something might change between the offer and enrolment dates they should make this clear in the pre-contract information itself, by setting out what, when, and how it will (or may) change. If any material information has changed, then failing to make students aware of such changes at the earliest opportunity may be a misleading omission under the CPRs. Further, terms allowing for variations will also be subject to a test of fairness under unfair terms legislation.

Question 2(c)

Do you agree with our views on what types of information are likely to fall within the scope of the other pre-contract information required for distance contracts under the CCRs?

- 2.29 The majority of respondents agreed with our views or provided no comments.
- 2.30 Some stakeholders asked that we clarified certain points or made suggestions on other information to be included.

CMA response

- 2.31 We have further clarified in the final advice the meaning of 'work placements' and 'location'.
- 2.32 We carefully considered suggestions about further information that could be added to the categories of other pre-contract information in the draft advice, but have decided not to include them. In particular, a number of the suggestions were too detailed or prescriptive for the purposes of this advice, but in any case we do not think they fall within the scope of the legal requirements under the CCRs (and CPRs), for example in relation to information on the number of exam retakes that are allowed, employment support and outcomes, marks for degree classification, student charters, and access agreements.

Question 3(a)

Do you agree with the CMA's views on the potential unfairness of the terms listed?

2.33 The majority of respondents agreed with our views or provided no comments.

Terms that allow a wide discretion to vary

2.34 A number of stakeholders raised concerns about being constrained from making changes and maintained that they need to retain the flexibility to make changes to courses, so that for example, they can ensure the course content and structure evolves and is kept up to date.

Terms that seek to limit liability

2.35 A number of stakeholders said that it may not be unfair to seek to limit their liability, with some citing their charitable status as the reason for doing so. They also requested that we provide further clarity on this issue by, for example, offering views on whether it would be acceptable to limit liability in circumstances that would be outside of their control.

Blanket Intellectual Property Rights terms

2.36 Some stakeholders commented generally that assignment of intellectual property (IP) rights would depend on the particular circumstances, that this is more likely to apply to postgraduates rather than undergraduates, and that they would welcome further advice on the issue of student IP.

CMA response

Terms that allow a wide discretion to vary

2.37 We made clear in the draft advice that terms allowing variation are not automatically unfair, and there is likely to be a need for an element of flexibility to make adjustments, for example to reflect changes to the theory in an area of research or practices around the subject or its delivery. We also set out in the draft and final advice our views on what HE providers can do to make a variation term less likely to be open to legal challenge for potential unfairness. However, any terms allowing variations have to be balanced against giving an HE provider too wide a discretion to make changes to the detriment of students.

Terms that seek to limit liability

- 2.38 We remain of the view that broad terms which purport to limit the liability of the HE provider are inappropriate and potentially unfair under unfair terms legislation. This is regardless of whether an HE provider is structured as non-profit, not-for-profit, or has charitable status, because total or partial failure to provide an educational service, or providing it to a sub-standard level, could have serious repercussions for students.
- 2.39 We have also highlighted that under the forthcoming Consumer Rights Act (CRA) (which will replace the Unfair Terms in Consumer Contracts Regulations 1999 and the provisions of the Unfair Contract Terms Act 1977 that relate to consumer contracts) it will not be possible to exclude liability or limit it to an amount below the total price for not providing an educational service with reasonable care and skill. It will also not be possible to exclude or limit liability in relation to certain information about the HE provider or the service. Other limitations of liability, such as for total or partial non-performance or inadequate performance, will remain subject to the test of fairness under the unfair terms provisions of the CRA.

Blanket Intellectual Property Rights terms

- 2.40 The draft and final advice focus on the unfairness of a blanket term relating to ownership of IP, for example which may apply to all students, both undergraduate and postgraduate. We have set out the factors likely to be relevant when considering the fairness of such terms. We have included additional text in the final advice to clarify this issue further, highlighted that undergraduate students can generate significant IP products (such as, for example, designs, artworks and writings in creative sectors), and referenced the guidance that the Intellectual Property Office has published on Intellectual Asset Management for Universities (which includes student IP ownership).

Question 3(b)

Do you agree with the CMA's views on the proposed factors that may make the relevant terms at (a) and (c) above less likely to be open to challenge for unfairness?

- 2.41 Respondents either agreed with our views on the proposed factors or provided no comments, or reiterated some of their concerns and queries raised in response to earlier consultation questions.

Question 4

Do you agree with the CMA's views on how consumer protection legislation applies to an HE provider's complaint handling processes and practices?

- 2.42 The majority of respondents agreed with, or made no comment on, our views.
- 2.43 A number of stakeholders said that HE providers have different complaints procedures for dealing with applicants and current students and asked for our final advice to acknowledge and clarify this.
- 2.44 Several stakeholders requested references be included to various pieces of existing guidance from other sector bodies, and asked for clarification regarding how our advice sits with guidance such as the Office of the Independent Adjudicator's (OIA) Good Practice Framework⁶ and the Scottish Public Services Ombudsman's (SPSO) Model Complaints Handling Procedure.⁷
- 2.45 One response questioned our interpretation of the CPRs, and in particular whether a complaints process is required to comply with professional diligence requirements.
- 2.46 Some stakeholders suggested some additional points that should be included for clarity, such as clarifying the circumstances under which any redress scheme may be available, and any requirements associated with it; and making clear that complaints processes should not disadvantage certain types of student, or should not be unreasonably difficult or costly to complete.

CMA response

- 2.47 We have added a reference to the final advice to recognise that HE providers may have separate complaints procedures for applicants and current students and clarified that where this is the case, our view is that both procedures should be compliant with consumer protection law.
- 2.48 We have made specific reference in the final advice to the OIA's Good Practice Framework (published in December 2014) and the SPSO's Model Complaints Handling Procedure, which we understand from engagement with relevant stakeholders to be consistent with our advice.

⁶ See the OIA's [Good Practice Framework](#).

⁷ See the SPSO's [Guidance on a Model Complaints Handling Procedure](#).

- 2.49 We have considered the query about our interpretation of the CPRs in relation to a complaints process being required. HE providers could risk breaching the CPRs by engaging in unlawful practices in relation to handling complaints. For example, failing to adequately respond to and address complaints could fall below the standards of professional diligence expected in the sector. We have clarified that one way to address compliance with the CPRs is to have a fair written complaints handling procedure that is applied consistently.
- 2.50 We have also made certain amendments to the final advice to address points raised about redress schemes and complaints processes not disadvantaging certain students.

Question 5

What, if any, aspects of the draft advice are in need of clarification and why?

- 2.51 The majority of respondents made no suggestions for any of the aspects of the draft advice to be clarified, other than those raised in response to specific points, many of which are detailed above.
- 2.52 A number of stakeholders asked for clarification of:
- whether the advice applies to other types of services and students, for example the provision of accommodation and postgraduate students;
 - what the impact of the forthcoming new legislation (specifically the Consumer Rights Act) will be, how obligations will change, and whether our advice will be updated to reflect any changes;
 - the distinction between applicants and existing students; and
 - the respective roles of consumer law enforcers and sector bodies and how they fit together.

CMA response

- 2.53 We have specifically considered the law as it applies to HE providers of undergraduate courses. However, we have made clear that the advice may also be relevant to providers of other types of courses and to other students.

Consumer protection will generally apply where students are studying for purposes outside their trade, business or profession.⁸

- 2.54 The focus of the advice is on the provision of educational services, but consumer protection law will also apply to the provision by HE providers of other services such as accommodation, funding and other support to students. We have included some further detail and examples as a footnote in the final advice.
- 2.55 Our draft advice highlighted the forthcoming Consumer Rights Act (currently known as the Consumer Rights Bill (CRB) as it goes through Parliament). We have included additional information about this in the final advice. On the whole, the CRB proposes to consolidate, simplify and update several pieces of existing consumer protection legislation, and to provide some additional provisions, including in respect of remedies that may be available to consumers. In many respects the obligations on HE providers will remain very much the same. We have also included a legal annex detailing changes that are likely to impact the sector in respect of the matters covered by our advice.
- 2.56 We have expanded the final advice to make clearer our approach to the enforcement of consumer protection law and how this fits with existing HE sector regulation. In particular, we have explained more fully how the CMA and TSS approach enforcement, set out how other compliance partners with alternative powers – such as the Advertising Standards Authority – could sometimes be best placed to act, and explained how we may also work with sector bodies such as the Quality Assurance Agency for Higher Education (QAA) to secure compliance.

Question 6

Overall, is the draft advice sufficiently clear and helpful for the intended audience?

- 2.57 The majority of respondents either confirmed that it was, or offered no comments. Some stakeholders suggested that some of the language in the final advice could be more aligned to that used by the HE sector. Some stakeholders asked that the advice include further examples to highlight the points being made.

⁸ Consumer legislation does not use uniform terms to describe the parties, and the definitions used vary slightly between different legislation. However, the broad thrust of the meaning is similar in each case.

CMA response

2.58 Where appropriate, we have made some amendments to the final advice to further align it to the language recognised in the HE sector, in particular to distinguish between prospective students and current students. Where appropriate, we have also included some additional illustrative examples of potentially unfair practices.

Question 7

Are there any other comments you wish to make on the draft advice?

2.59 Some respondents asked us to confirm that we had engaged with relevant HE stakeholder bodies and ensured that our advice aligns with their policies, advice or good practice frameworks.

2.60 A number of stakeholders asked whether we would be providing deadlines for compliance and some suggested what they considered reasonable timeframes for this might be.

CMA response

2.61 Consumer protection law sets minimum standards of behaviour that HE providers must comply with, and sits alongside HE sector regulation and guidelines. We have therefore closely engaged with the relevant HE sector bodies about our advice and understand that it does not conflict with sector regulation and guidance. A number of HE sector bodies have also said that they will reference our final advice, for example the QAA will reference it as appropriate in the UK Quality Code for Higher Education.

2.62 At the time of publication we have clearly set out our expectations on compliance. In particular we have made clear that we will monitor the sector and will be carrying out a review commencing in October 2015 to assess compliance with consumer protection law. As part of that review we will analyse any information that has been submitted. Where necessary, we may also request certain information from some HE providers and ask them to demonstrate their compliance with the law. Should serious infringements be identified, either through monitoring or during the course of the compliance review, the CMA or another consumer enforcement partner may decide to take action, including before the compliance review has concluded.

3. List of respondents

Aberystwyth University
AMOSSHE, The Students Services Organisation
Anglia Ruskin University
Association of Colleges
Aston University
Brunel University
Canterbury Christ Church University
Durham University
Eversheds LLP
Glasgow Caledonian University
Glasgow Trading Standards Service
Guild HE
Higher Education Funding Council for England
Higher Education Funding Council for Wales
Improving Dispute Resolution Advisory Service
Kingston University
Manchester Metropolitan University
Mixed Economy Group of Colleges
Mr TW Mayes
Mr MC Blackwell
National Union of Students UK & Union of Students in Ireland
Nottingham Trent University
Office for Fair Access
Office of the Independent Adjudicator for Higher Education
Quality Assurance Agency for Higher Education
Queen Mary University
SGH Martineau LLP
Sheffield Hallam University
Student Loan Company
Supporting Professionalism in Admissions
Trading Standards Institute
Universities and Colleges Admissions Service
University of Birmingham

University of Bournemouth
University of Cambridge Colleges
University of Cambridge – Student Union
University of Cambridge – Academic Division
University of East Anglia Student Union
University College London
University of Edinburgh
University of Glasgow
University of Glasgow – Students Representative Council
University of Hertfordshire
University of Kent
University of Leeds
University of London International Academy
University of Manchester
University of Nottingham – Student Operations and Support
University of Salford
University of Sheffield
University of Surrey
University of Sussex
University of Sussex Student Union
University of Westminster
University of the West of England
University of the West of Scotland Students Association
University of Worcester Student Union
University of Worcester Universities UK
Which?