

Guidance on the Application of Consumer Protection Law for Students

1 Introduction

The Competition & Markets Authority (CMA) issues guidance to all UK universities on how to ensure we comply with the law on consumer protection. We follow these guidelines when designing and drafting our recruitment materials, course information, student regulations, policies and procedures.

Our Student Protection Plan (SPP) is a document that is approved by the Office for Students (OfS) and every University is required to have one in place. The SPP is a valuable tool for protecting students' interests. It ensures that students are aware of the risks to their studies and that they have the support they need if those risks materialise.

This guidance gives additional information to supplement the University of Huddersfield's SPP. It explains the process we follow when we need to make any changes to your course once you have started. It also outlines what we would do in the very unlikely event that we have to cancel your course.

2 Am I covered?

This guidance applies to all students who are:

- Expecting to earn a recognised qualification from the University of Huddersfield, whether delivered face to face or online.
- Taught or supervised by staff employed by the University of Huddersfield.
- Still registered with the University (i.e. you have not been withdrawn due to a disciplinary outcome, non-payment of tuition fees, academic misconduct, academic failure or other reasons under the regulations).

3 What is the Student Contract?

The first thing to note is that you enter into a binding legal contract with the University when you study with us. We call this the Student Contract and, as with any contract, there are rights and responsibilities on both sides.

There are three stages to forming the Student Contract:

- 1 Enquiry stage – you are researching the University and thinking about making an application.
- 2 Application and offer stage – you apply for, and are offered, a place on a University course.
- 3 Enrolment and post-enrolment – you enrol with the University and start your course.

You will receive a lot of information about the University along this journey, and most of it will not form part of our contract with you. For your convenience, the following is a list of those documents which do form part of the Student Contract:

- Student Terms and Conditions

- Students' Regulations
- Information about your course that is published in the Course Finder section of the University website (this does not include the detailed validated course/module specifications)
- Fees and finance information as published on the University website for the relevant year of entry. If you're studying at one of our collaborative partners, you should check your fees directly with them.
- The University's [policies and procedures](#), including but not limited to:
 - Credit Control Policy
 - Data Protection Policy
 - Equality Diversity and Inclusion Policy
 - Research Ethics & Integrity Policy
 - Freedom of Speech and External Speakers Policy
 - Health & Safety Policies
 - Intellectual Property Policy
 - IT Security Policy
 - Student Social Media Policy
 - Policy & Procedure for the Safeguarding of Children and Vulnerable Adults
 - Whistleblowing Policy

We draw your attention to the [Key Facts](#) when you enrol with us. These give you a summary of the main points to be aware of, but we encourage you to read the full terms and conditions, regulations and policies as soon as possible.

4 Making changes to your course

Minor adjustments and improvements to module content or changes to supervision for research students are not covered by the SPP. From time to time, we may need to make more substantial changes to your modules and courses to keep them up-to-date and relevant. This is for everyone's benefit and we have processes in place to ensure we can do this in a controlled and reasonable manner.

1. We review all optional modules each year and change them to reflect the expertise of our staff, current trends in research and as a result of student feedback. We will always ensure that you have a range of options to choose from and we will let you know in good time the options available for them to choose for the following year.
2. We will only change core modules for a course if it is necessary for us to do so, for example to maintain course accreditation. We will let you know about any such changes as soon as possible, usually before you begin the relevant academic year.

3. Sometimes we have to make changes to other aspects of a course or how it is delivered. We only make these changes if they are for reasons outside of our control, or where they are for our students' benefit. Again, we will let you know about any such changes as soon as possible, usually before the relevant academic year.
4. Staff are provided with [guidance](#) on the procedure which we follow when we need to make any major changes to modules or courses. The course team will consider:
 - the details of the proposed change
 - when it is required to be made
 - the impact on applicants (if any)
 - the impact on enrolled students (if any); and
 - why the change is needed.
5. If you are a current student affected by the proposed change, you will be contacted by your School and, except in limited circumstances, you will be asked for your written consent to the change before it is made. We hope you will understand and be happy with any changes we propose but if you do have concerns, we will also advise you on your options at that stage.

5 Closing a course/ Loss of specialist research support

We will make every effort to protect the continuity of your study. If we need to discontinue a course, we will devise an exit strategy. This exit strategy will provide clear information on the actions we will take:

a) Teach out the course.

This is our preferred option and it means we would continue to deliver the course to existing students until they had completed it. We would use our existing staff as far as possible but we might buy in additional help from an external provider where necessary. This arrangement would still apply to any students who took longer than usual to finish their course, for example, due to an interruption in studies or deferred module(s). We would not admit new students to the course during this period.

b) Facilitate your transfer to another provider.

If it were not possible to teach out, we would work with other regional providers to explore a transfer of your studentship to them. This might involve you being admitted as a direct entrant at a certain level of a comparable course, subject to the mix of modules you had studied already with us. We would also work in a similar way with other providers outside the region if you were interested in moving further away.

c) Support your access to academic supervision and/or specialist equipment elsewhere.

This is particularly relevant to PGR students where subject specialists and/or equipment are more difficult to find. We would help you to identify people who could continue to support you

from outside the University. If necessary, we would support you to move to another provider and transfer your data.

d) Find suitable premises close by.

If we were not able to use one or more of our buildings, we would always look for suitable alternative premises as close as possible to the original teaching site. If you were studying at a partner institution in the UK or overseas, we would help you to transfer to another provider and you would also have the option of finishing your studies in Huddersfield or online if appropriate/available. If there was no suitable alternative, we would award you any interim award and/or academic credit accumulated to date. We would refund fees for any partially completed modules that you were not able to finish

6 Risks

The University of Huddersfield is a long-established and financially stable provider. Before we agree to work with partner institutions, we do a series of due diligence tests to assure us that they are sound and high-quality organisations. Therefore, the risks outlined below are all extremely low. We bring them to your attention to reassure you that we have thought about them and have appropriate plans in place.

a) Discontinuation of a course or subject

We may from time to time discontinue a course for a variety of reasons and more rarely, we may retreat from the market altogether in a certain subject area. When we do, we have an established process in place to manage this. We will always try to teach out where possible and support you to the end of your course. Since our courses are designed to be taught by teams rather than individuals, in most cases, we could cover the loss of individual staff members. We also have a wide range of optional modules available to ensure adequate choice for you. Therefore, the risks associated with a course cancellation are low for existing students.

b) Closure of a location

We have no plans to close our Queensgate campus; there is no foreseeable reason why we would do this. On the contrary, we are extremely proud of the considerable investment we have made in our buildings over the decades and are committed to maintaining these to the highest standards. In addition, we are investing in an expansion of the campus into the Southgate area, demonstrating our ongoing commitment to our base in the heart of the town.

c) Loss of accreditation

We are registered with and regulated by the Office for Students and over 60% of our courses have professional accreditation in addition. This provides you with extra assurance of the credibility and longevity of our provision. We have robust quality assurance processes in place to manage any risks arising from our provision, including annual evaluation of the performance of every course to ensure it continues to meet our high standards and that improvements can be made. Due to this close monitoring, we would expect to be alert to any potential issues and take action to address them, long before it would be necessary to invoke the SPP.

d) An employer is unable to continue delivering an apprenticeship course

If your employer decides, or is required, to stop delivering your course, or you are made redundant, you may be able to secure an alternative job with a different employer and continue

on your course. The University would provide support to help you look for another job. We would then need to agree that the new employer is suitable and we would work with all parties to facilitate the transfer.

e) Removal from the Apprenticeship Providers and Assessment Register (APAR)

The university has been approved by the Department for Education (DfE) as an approved apprenticeship provider and end-point assessment organisation. The university has robust quality control, financial, and compliance processes in place to ensure that we are meeting all the requirements of apprenticeship delivery. In the unlikely event that the university is removed the APAR, the university will work closely with the DfE to ensure a smooth transition for all apprentices and employers to another apprenticeship provider.

f) A partner institution is no longer able to deliver

We have in place a number of partnership agreements with providers in the UK and overseas. In most cases you are registered with the University of Huddersfield and so you would be covered by our plan, if the partner institution was unable to continue delivery for any reason. However, in some cases you are registered with a different provider and taught by their staff. If your partner institution is unable to continue delivery, we would develop an exit strategy to ensure continuation of your studies until you complete. The responsibility for students in this situation is determined by the individual delivery arrangement with each partner institution and the exit strategy will clarify the arrangements and responsibilities.

g) The University loses its UKVI sponsorship licence

As a UKVI Student Sponsor Licence holder we monitor our performance regularly to ensure continued compliance with our record keeping duties. In the extremely unlikely event that the University lost its right to recruit international students, you would need to apply to a new institution to complete a course you started with us. We would support you as far as possible to transfer your credits and ensure a smooth transition to another provider.