

Annex C: Proposed ongoing condition C6 and related draft guidance

Text of the condition

Scope

C6.1 The scope of this condition includes:

- a. a provider's relationships with **students**;
- b. the provision of higher education in any manner or form by, or on behalf of, a provider (regardless of which provider holds the contractual relationship with the **student**);
- c. the provision of **ancillary services** by, or on behalf of, a provider (regardless of which entity holds the contractual relationship with the **student**);
- d. any arrangements made by, or on behalf of, the provider to attract individuals to study at the provider, encourage individuals to submit applications to study at the provider, or to otherwise communicate with **students** or anyone with an interest in studying at the provider (including, but not limited to, advertising and marketing material, and information that may be published on its website) ("**information about the provider**").

C6.2 For the purposes of this condition:

- a. the provider's relationship with a **student** is treated as being within the scope of this condition:
 - i. regardless of the arrangements for the payment of tuition or other related fees;
 - ii. whether or not the **student** is obtaining higher education services for the purposes of a business, trade or profession;
- b. the provision of higher education and **ancillary services** are treated as services;
- c. references to the provision of higher education include offering the provision of higher education;
- d. references to the provision of **ancillary services** include offering the provision of **ancillary services**.

Requirement to treat students fairly

C6.3 The provider must treat each **student** fairly in relation to any activities that are connected with the provision of higher education and/or **ancillary services**.

C6.4 Treating each **student** fairly for the purposes of C6.3 includes but is not limited to:

- a. taking all reasonable steps to:

- i. promote **students'** understanding of their consumer rights;
- ii. proactively identify and plan for risks to the delivery of higher education and **ancillary services** and act early if those risks materialise;
- iii. enable **students** to access timely, clear and effective advice to navigate complaints handling and redress processes;
- b. delivering the provider's **commitments** relating to higher education and **ancillary services** in the manner and form it has committed to provide them (unless circumstances arise that are reasonably outside of the provider's control);
- c. acting in good faith;
- d. delivering higher education and **ancillary services** with reasonable care and skill;
- e. meeting all of the requirements set out in the **OfS information requirements list**.

C6.5 Failing to treat each **student** fairly for the purposes of C6.3 includes, but is not limited to, where, in the reasonable opinion of the OfS:

- a. the provider's actions or omissions (or those of another party acting on the provider's behalf) fall within one or more of the following descriptions provided for in the **OfS prohibited behaviours list**:
 - i. PB.2a (Key documents);
 - ii. PB.2b (Descriptions relating to conduct and omissions);
 - iii. PB.2c (The provider's policies relating to the circumstances in which it may make changes to its courses);
 - iv. PB.2d (The provider's complaints processes);
 - v. PB.2e (The provider's refund and compensation policies);
 - vi. PB.2f (Fake reviews);
- b. the provider (or another party acting on the provider's behalf) uses any aggressive commercial practices (including but not limited to harassment, coercion, or undue influence).

Requirement relating to publication

C6.6 The provider must maintain a single webpage which:

- a. includes the **mandatory standard wording**;
- b. contains links to the following documents:
 - i. **higher education contract(s)**;

- ii. any separate contracts between the provider (or any party acting on behalf of the provider) and **students** that set out terms and conditions related to provision of the following **ancillary services**:
 - A. library services;
 - B. disability support packages;
 - C. scholarships;
 - D. accommodation;
 - E. sports facilities;
- iii. a policy (or policies) relating to the provision that will be made for the protection of **students** in the event that any **relevant changes** are made;
- iv. documents containing complaints handling processes for **students**, including any which provide for different processes for different categories of **students**;
- v. a policy (or policies) that set out the terms for refund and compensation for **students**;
- vi. where a provider uses **agents**, a list of those **agents** and information about how a **student** should raise a concern or complaint in relation to the services those **agents** provide;
- c. is published in a prominent position in an area of the provider's website which is easily accessible by **students** (or anyone with an interest in studying at the provider) without the need for any form of password or security check;
- d. allows for **students** (or anyone with an interest in studying at the provider) to clearly identify the version of any contract, policy or process that existed at previous times by making historical versions of those documents available for an appropriate period, and being transparent about changes made to their content;
- e. may include information additional to the requirements in this condition, but any such information must not conflict with the contents of the documents listed in C6.6b.

C6.7 The provider must ensure that a clear and easy to understand statement about the existence of the single web page referred to in C6.6, the nature of its content, and how to access it is:

- a. set out in the main documents designed to promote the higher education services available from the provider (for example, any document that is commonly known as a prospectus);
- b. set out in any documents that are designed to provide a collection of useful information about rules, policies and procedures for **students** and staff (for example, any documents that are commonly known as student handbooks and staff handbooks).

Definitions

C6.8 For the purposes of this condition:

- a. “**agent**” means any party acting on behalf of the provider that deals directly with anyone with an interest in studying at the provider for the purposes of recruitment of **students**;
- b. “**ancillary services**” means services provided by, or on behalf of, the provider as part of the higher education experience, including but not limited to library services, disability support packages, scholarships, accommodation and sports facilities;
- c. “**commitments**” means all written, verbal or visual information given to **students** or anyone with an interest in studying at the provider by, or on behalf of, the provider relating to the provision of higher education and **ancillary services**;
- d. “**former student**” means a person who was a student of the provider in the past, irrespective of the reason for that person no longer being a student of that provider, where there still exists a current relationship based on the former student having been a student of the provider (for example, where a former student has an ongoing complaint against the provider in relation to issues that occurred while they were a student);
- e. “**higher education contract(s)**” means any contractual documents that set out standard terms and conditions for the provision of higher education, including but not limited to terms related to any tuition fees payable and any additional costs that may apply. This includes publication of all of the following contracts that apply to the provider’s circumstances:
 - i. contract(s) between the provider and **students** that are or will be taught by the provider;
 - ii. contract(s) between other parties and **students** that are or will be taught by the provider, including contract(s) between **students** that are or will be taught by the provider and any other higher education provider, where the provider is delivering higher education on behalf of that provider (for example, through a subcontractual arrangement);
 - iii. contract(s) between the provider and **students** that are or will be taught by other parties on the provider’s behalf;
 - iv. contract(s) between other parties and **students** that are or will be taught by those parties on the provider’s behalf;
- f. “**information about the provider**” has the meaning given in C6.1d;
- g. “**key documents**” means the provider’s terms and conditions, other documents with contractual effect, notices, policies relating to the circumstances in which it may make changes to its courses, refund and compensation policies, and complaints processes;

- h. “**mandatory standard wording**” means standard wording for publication of information about a provider’s arrangements for student protection as published by the OfS from time to time;
- i. “**OfS information requirements list**” means a separate document published by the OfS from time to time that sets out the descriptions pursuant to the test in C6.4e. For the avoidance of doubt, the OfS information requirements list forms part of this ongoing condition of registration C6;
- j. “**OfS prohibited behaviours list**” means a separate document published by the OfS from time to time that sets out the descriptions pursuant to the test in C6.5a. For the avoidance of doubt, the OfS prohibited behaviours list forms part of this ongoing condition of registration C6 to the extent that it is referred to in this condition;
- k. “**prospective student**” means, in respect of a student, that a person has already received any form of offer for or on behalf of the provider to commence a course of study, including research courses, at the provider, irrespective of whether that offer is legally binding or is subject to conditions or formalities;
- l. “**relevant changes**” means changes to:
 - i. courses (including changes to material components or contents of a course, changes to one or more subject areas or modules offered and course closure);
 - ii. qualifications to be awarded (including circumstances where a validating partner has withdrawn validation, the OfS has varied or revoked the provider’s degree awarding powers, or the OfS has not extended the award of such powers beyond any relevant probationary or other time-limited period);
 - iii. mode of study (including full-time, part-time, online and hybrid provision, and including measures to address the needs of specific student groups, including accessibility needs);
 - iv. teaching location and facilities (including closure of a campus, building or other facilities and including measures to address the needs of specific student groups, including accessibility needs);
 - v. course fees and other related fees or charges (for example, additional fees to resit exams);
 - vi. types of **student** to be recruited or taught (including where a provider loses a licence which means it is unable to recruit or honour commitments to international students);
- m. “**student**” includes current students of the provider, **prospective students**, and **former students**.

Summary

Applies to: all registered providers

Initial or general ongoing condition: general ongoing condition

Legal basis: section 5 of HERA

Draft guidance

Scope of the condition (C6.1 to C6.2)

1. 'Students' in the condition includes prospective and former students, as well as current students.
2. A 'prospective student' is a person who has received an offer to study, regardless of whether the offer is legally binding or subject to conditions or formalities such as the outcome of an exam or the payment of a deposit.
3. A 'former student' is a person who has a current relationship with the provider based on their previous study at the provider. This may be the case, for example, where an individual has an ongoing complaint against the provider in relation to issues that occurred while they were a student. When considering whether a person is a 'former student' due to an ongoing complaint, a provider should consider whether the individual raised their complaint within specified time limits and whether the time limit set was reasonable.
4. A 'current relationship' based on previous study does not include the ongoing alumni relationship that a provider has with individuals who have previously studied at the provider. However, in instances where an alumnus seeks to access reasonable information related to their previous study, the individual would fall within the scope of 'former student'. For example, where an alumnus requests evidence of their study (such as a degree certificate or transcript), this person would be treated as a 'former student' for the purpose of the condition, regardless of the lapse of time.
5. 'Ancillary services' includes, but is not limited to, library services, disability support packages, scholarships, accommodation and sports facilities provided by a provider or by a third party on a provider's behalf. Where two (or more) providers share ancillary services (for example, where one provider delivers services to another provider's students), these services fall within the scope of the condition.
6. Higher education provided 'in any manner or form' includes any higher education course. This includes courses at any level and with any volume of learning. It applies whether or not a course is recognised for OfS funding purposes, or any other purpose. This means, for example, that postgraduate research courses, the study of modules or courses leading to microcredentials, and apprenticeships, all fall within the scope of this condition. It also includes courses provided face-to-face, by distance learning, or through a combination of delivery approaches.
7. This condition applies to any higher education provided 'by, or on behalf of, a provider'. This includes higher education provided to all students who are registered with a registered provider, taught by a registered provider or studying for an award of a registered provider (or

where these services are provided on a registered provider's behalf). This includes UK-based and non-UK-based students, and courses delivered through partnership arrangements both within the UK and internationally. In practice, this may result in more than one provider being responsible for compliance with this condition in relation to the same student.

8. The OfS considers that providers in partnerships share a responsibility to treat students fairly, and each should undertake appropriate due diligence to ensure that the other partner treats students fairly. The OfS expects a registered provider to ensure that any information it publishes (or otherwise shares with students) is clear, accurate and consistent with that published (or shared) by its partner. This includes information outlining each partner's duties and responsibilities.
9. 'Information about the provider' includes anything individuals may rely on in their decision making about whether (or what) to study at the provider: for example, the content of its website, emails or other forms of communication; presentations delivered at open days; any written material used to inform communications (such as scripts for recruitment phone calls). This includes information used to communicate with 'students or anyone with an interest in studying at the provider'. This includes actual or potential applicants at a pre-offer stage. A provider is unlikely to know, when publishing or providing information, whether it will be relied upon by a 'prospective student'. However, it is still relevant to whether students are treated fairly according to the requirements of the condition.
10. 'Information about the provider' includes any such information provided by a third party on the provider's behalf, for example, an agent. This does not include:
 - the actions of 'rogue' agents that claim to be operating on a provider's behalf without its permission;
 - additional services delivered by an agent through a direct arrangement with the student that the provider is not party to.
11. In circumstances where it is unclear if a third party is operating on behalf of a provider, and the OfS is considering further regulatory action, the OfS may investigate further to establish the facts, including seeking evidence from the provider about its arrangements with third parties. We would expect a provider to be monitoring the risk of rogue agents operating in its name and taking steps to minimise harm that could arise from this.
12. The OfS expects a provider to undertake appropriate due diligence on all relevant third parties, whether they are delivering ancillary services or providing information about the provider to students. A provider should assure itself that relevant third parties will treat students fairly and it should ensure that this is happening in practice, including by intervening where necessary in the interests of students.
13. The condition applies to relationships between a provider and its students, whether the latter pay for higher education or ancillary services directly or indirectly (for example, through Student Loans Company funding). This includes circumstances where a third party pays (for example, an employer or other sponsor).
14. This condition applies to a provider's relationships with students studying for the purpose of their business, trade or profession. This includes, for example, apprentices or other students who are studying as part of employer-sponsored programmes.

15. Higher education and ancillary services are considered 'services' regardless of whether fees are charged and whether it is provided on a 'for profit' or a 'not for profit' basis.
16. The condition applies wherever higher education and ancillary services are offered. This therefore relates to the provider's arrangements to attract, encourage and communicate with students, and includes instances where a provider is not yet delivering such services.

The overarching requirement (C6.3)

17. The overarching requirement of the condition is that a provider must treat its students fairly. This is separate from, and additional to, the protections offered by consumer protection law. The OfS expects a registered higher education provider to ensure it understands and complies with its legal obligations.
18. The OfS will consider any activities that are connected with providing higher education and/or ancillary services when determining whether the provider has treated students fairly.
19. To treat students fairly a provider must:
 - follow positive principles and provide specified information to students (set out in C6.4)
 - avoid prohibited behaviours and aggressive practices (C6.5)
20. Compliance with the overarching requirement to treat students fairly includes, but is not limited to, compliance with the matters set out at C6.4 and C6.5.
21. The OfS will reach an overall judgement about whether a provider treats students fairly. A provider should also ask itself whether, overall, it is treating students fairly in all its activities and interactions with students.

Principles of fair treatment (C6.4)

22. The requirements of C6.4a, b, c and d are expressed as principles that can be satisfied in different ways. To support providers to apply these principles in practice, this guidance provides some examples that illustrate good and poor practice. These examples are not exhaustive; nor are they provided as rules that, if followed, would constitute compliance with the condition.

Promoting students' understanding of their consumer rights (C6.4a.i)

23. A provider must take all reasonable steps to promote students' understanding of their consumer rights. This means providing information to students that is clear, accurate and not misleading, at the point that they need it and in a form that genuinely helps their decision making. It also means communicating it in a way that students can understand.
24. The OfS expects a provider to ask itself: 'Have we done enough to promote students' reasonable understanding of information and make an informed decision based on the information we have provided?'. Ultimately, a provider must be confident that its approach promotes students' understanding of their consumer rights.
25. A provider must consider the characteristics of its students and tailor communications accordingly so that they can be understood. This means taking into account that many students are inexperienced consumers of higher education, and their understanding of

contractual terms, complaints processes and redress mechanisms varies widely. A provider should also consider that some students' characteristics – such as socioeconomic background – may limit their ability to engage with their consumer rights or protect their own interests.

26. The following is an illustrative non-exhaustive list of reasonable steps a provider could take:

- Providing information at key stages of the student journey. This would include:
 - Offer stage: providing material information in an invitation to purchase, as defined in part PB.1b of the 'OfS information requirements list' (C6.4e). For example, details about entry requirements, core (and likely optional) modules, qualifications to be awarded, teaching location, costs.
 - After enrolment: enacting the provisions of course change policies by properly consulting with students on changes and ensuring they know how to raise complaints or seek refunds or compensation.
- Publishing transparent, accessible and up-to-date information on student consumer rights, providing this information to all applicants prior to offer, reiterating it at enrolment, and ensuring it is continually accessible.
- Providing links or signposting students to other sources of consumer rights information and advice (for example, students' unions or other student advice services).
- Ensuring the manner and form of communications promotes student understanding, including:
 - Tailoring communication to the needs of students, for example, avoiding jargon where possible and writing in plain English.
 - Designing communications that encourage students to engage with them, by ensuring key information is easy to identify. For example:
 - using a question-and-answer format to present key contractual terms
 - summarising key terms and illustrating them with explanatory icons (reducing the amount of information provided in one go)
 - telling students roughly how long it will take to read a document
 - using interactive media or short engaging video content to explain key policies rather than relying solely on text.
- Testing communications with students for clarity and effectiveness.

27. Examples of not taking all reasonable steps include, but are not limited to:

- Failing to provide information at key stages of the student journey.
- Failing to publish transparent, accessible and up-to-date information on student consumer rights prior to offer, at enrolment and ensuring it is continually accessible to students.

- Failing to provide links or signpost students to other sources of consumer rights information and advice.
- Failing to ensure the manner and form of documents promotes student understanding.

Proactively identifying and planning for risks to delivery and acting early if those risks materialise (C6.4a.ii)

28. A provider must take all reasonable steps to proactively identify risks that could affect the delivery of higher education or ancillary services. The following is an illustrative non-exhaustive list of reasonable steps a provider could take:

- Undertaking systematic horizon scanning, trend monitoring, and data analysis to identify emerging risks to the delivery of higher education or provision of ancillary services (for example, library, accommodation or sports facilities), in the manner and form originally proposed.
- Maintaining risk-assessment processes that enable early detection of threats to course delivery, assessment, placement opportunities, specialist facilities, student support functions or provision of ancillary services.
- Planning for continuity of delivery in the event of disruption. This includes maintaining adequate staffing contingencies, business continuity arrangements, and resilient IT and digital infrastructure, supported by clear governance and escalation routes.
- Ensuring continuity of delivery. For example, the provider might design modules so that students can meet learning outcomes through alternative formats if necessary, the curriculum is resilient and assessment continues. The provider might also make sure that support services are not under resourced during foreseeable peaks in demand. When the provider plans course restructuring, staff resourcing changes, or alterations to learning delivery, it might also identify academic, financial, wellbeing or accessibility risks to students which may affect the delivery to which a provider has previously committed. The OfS expects a provider to have a plan for mitigation, such as transitional arrangements, alternative learning routes, or enhanced support.

29. If a risk of harm does crystallise, a provider must act early. The following is an illustrative non-exhaustive list of reasonable steps a provider could take:

- Proactively mitigating harm once disruption occurs and offering appropriate alternative options or compensation. This means, for example, having business continuity plans for IT and digital services, and for student accommodation not being ready at the start of a course due to building work.
- Providing early and clear warning of disruption (where reasonably possible) and other communications to students about the nature and timing of any disruption and outlining the options available to students.
- Ensuring complaints and appeals processes are accessible and timely, and offering appropriate remedies without putting undue burden on students to prove harm when it is obvious or systemic.
- Prioritising the delivery of education when implementing contingency plans for disruptions to delivery (for example, industrial action or building closure) to avoid detriment to students.

30. Where a provider cannot do this, it should mitigate the impact on students by delivering education with as few changes as possible. If such mitigations are not possible, it should repeat any missed or significantly disrupted teaching, assessment, or other promised aspects of a student's experience. For example, in a marking and assessment boycott, the provider can best serve its students by assessing their work and providing marks and feedback when the provider had originally planned. A provider should seek to achieve this outcome through its contingency plan.
31. Examples of not taking all reasonable steps include, but are not limited to:
- Failure to take all reasonable steps to proactively identify and plan for risks that could affect the delivery of higher education or ancillary services, as illustrated at paragraph 28.
 - Failure to act early if harm does crystallise, as illustrated at paragraph 29.

Enabling students to access, timely, clear and effective advice to navigate complaints handling and redress processes (C6.4a.iii)

32. Parts PB2.d and PB.2e in the 'OfS prohibited behaviours list' describe requirements for the content of documents that set out a provider's complaints processes and its refund and compensation policies respectively. The principle of timely, clear and effective advice addresses how a provider enacts these policies and processes in practice.
33. A provider must take all reasonable steps to enable students to access timely, clear and effective advice in respect of complaints handling and redress. This means students have access to free, independent and confidential advice to understand the process and what is required from them. This principle aims to ensure that, when things go wrong, students can obtain fair outcomes without unnecessary complexity, delay or detriment.
34. A non-exhaustive illustrative list of examples of reasonable steps a provider could take include:
- Explaining how to get advice at each stage (before making a complaint, during the process, and when seeking redress).
 - Explaining what redress may include (for example, corrective action or compensation).
 - Ensuring advice is reasonably available and responsive. Independent advice should be available within reasonable timescales and be appropriate to the nature of the complaint and the representations made at the point of contact. Independent advice would exclude staff members who are directly or indirectly involved in the complaint, but could include advice from other staff members, or from a students' union where available.
35. Examples of not taking all reasonable steps would include, but are not limited to:
- Not providing clear, accessible, or timely information to students about how they can obtain advice for making a complaint during the complaints process and how they can access appropriate redress.
 - Not ensuring independent advice is available within reasonable timescales which is appropriate to the nature of the complaint and the representations at the point of contact.

Delivering the provider's commitments in the manner and form it has committed to provide them (C6.4b)

36. The OfS expects the provider to deliver all the education and services it has committed to in the way it has committed to deliver them, unless circumstances that are reasonably beyond the provider's control require changes.
37. A provider's commitments include everything it (or someone acting for it) tells students - or anyone interested in studying there - about the higher education and other services it offers. This could be information provided in writing, verbally, or shown visually. This includes (but is not limited to) offer letters and contracts, a provider's website, and statements made by agents.
38. The OfS will consider circumstances outside the provider's control when assessing compliance with this principle. The OfS would expect a provider to have undertaken sufficient risk planning and put in place mitigations in the event that it cannot deliver the education and services it has promised students.
39. The following is an illustrative non-exhaustive list of examples that would satisfy this principle:
 - **Providing accurate, reliable information to students** by ensuring that all advertised facilities, services, and opportunities are genuinely available when students arrive (and to the standards advertised).
 - **Maintaining the mode of delivery a provider has committed to** by ensuring that what the provider told its students when they applied and enrolled is consistent with the teaching students experience. Providers should also only make changes when they are educationally justified and after they have properly consulted with students. They should not be driven solely by convenience or cost-saving.
 - **Ensuring teaching hours are fully delivered as promised** through robust staffing plans that prevent avoidable shortfalls, including timely recruitment, appropriate staff allocation, and effective contingency measures.
 - **Offering all advertised and core modules as planned** by securing sufficient academic expertise, managing timetabling effectively, and ensuring cohort planning supports delivery.
 - **Providing all promised placements** by proactively managing placement partnerships, renewal and maintenance of agreements, and appropriate staffing to support coordination and oversight.

Acting in good faith (C6.4c)

40. A provider must act in good faith. This means acting with honesty and integrity in its dealings with students. A provider should take students' interests into account and not act in a way that misleads or disadvantages them. This means that, if things go wrong, a provider should address this promptly and act, including providing compensation where appropriate.

41. The following is an illustrative non-exhaustive list of examples that would help a provider to show that it had acted in good faith:
- Informing students of their rights to cancel a contract and complying with its obligations as a provider in respect of any such cancellations.
 - Ensuring the terms and conditions set out in different contracts do not have a contradictory effect. The terms and conditions of one contract should not undermine students' rights in another. For example, the last date for a student to cancel an accommodation contract without penalty should align with the last date the student could complete enrolment processes.
 - Making clear public commitments in documents that set out complaints handling processes (and other relevant documents) to actively demonstrate that a student exercising their right to complain will not be penalised academically or otherwise (for example, through withdrawing financial support or visa sponsorship).
42. The following is an illustrative non-exhaustive list of examples that would not satisfy this principle:
- Withholding an award of a qualification or graduation for unpaid fees that are not tuition fees.
 - An agent working on behalf of a provider encouraging students to take courses that may be unsuitable for them in order to gain commission or bolster student numbers at a provider. This could include misleading students about the cost of living, the proximity of the campus to London or other cities, or the availability of post-study work opportunities.
 - Promoting courses or services based on misleading information (for example, promoting new laboratory facilities where there is a possibility that they will not be available to that cohort).
 - Enrolling students on a course at a late stage without informing them about the academic risks they may face as a consequence.
 - Ignoring or dismissing student concerns or complaints, failing to investigate them properly and delaying responses or redress to students.
 - Treating similar student cases differently.

Delivering higher education and ancillary services with reasonable care and skill (C6.4d)

43. The OfS expects a provider to show reasonable care and skill in its delivery of higher education and ancillary services. This applies to how a service is delivered, regardless of the outcome for a student. For example:
- A student receives a refund (positive outcome) but the process took much longer than outlined in the provider's refund policy and the student was required to disclose unnecessary personal details. The provider did not deliver the process with reasonable care and skill.
 - A provider publishes inaccurate information which a student relies on and subsequently decides to study a course that does not meet their needs (negative outcome). The provider had a written process to review published information to make sure that it is

accurate at the time of publication. However, in practice, this process was not followed with reasonable care and skill.

44. When determining whether a provider delivers higher education and ancillary services with reasonable care and skill, the OfS will consider the following non-exhaustive factors:
- Whether the provider follows its own policies and processes. Where it deviates from these, is this reasonable in the circumstances. For example:
 - All parties (including the student) agree that this would be in the best interest of the student.
 - It was necessary in the circumstances (for example, in an emergency).
 - Whether the provider behaves constructively (for example, not creating unreasonable barriers or obstacles).
 - Whether the provider takes advantage of its authority over students. The OfS expects a provider to take account of:
 - the general power imbalance that is inherent in the provider-student relationship and;
 - the power imbalance that may exist due to the individual circumstances of a particular student or group of students.
45. Where concerns about 'reasonable care and skill' intersect with other conditions of registration, the OfS will determine which is the most appropriate condition to address these on a case-by-case basis. For example, where a provider delivers out-of-date course content, this may be relevant to B1 (Academic experience).¹ Where it has insufficient numbers of appropriately qualified staff, this may be relevant to B2 (Resources, support and student engagement).²

OfS information requirements list (C6.4e)

46. The OfS [has published] a separate document called the 'OfS list of information requirements and prohibited behaviours' that forms part of ongoing condition C6. Section 1 of this document is the OfS information requirements list. For clarity, the requirements in this list apply to information given to students by the provider and by anyone else (for example, another provider or an agent) acting on the provider's behalf.
47. The OfS information requirements list broadly reflects similar requirements in consumer protection law. The OfS has, however, adapted the legislation and, in context, the list may have a different effect. In particular, some actions and omissions are only unfair in the DMCCA 2024 if they are 'likely to cause the average consumer to take a transactional decision that the consumer would not have taken otherwise as a result of the practice'. The OfS information requirements in this condition are not caveated in the same way. For

¹ OfS, '[Securing student success: Regulatory framework for higher education in England](#)', see paragraphs 332A to 332U in the PDF.

² OfS, '[Securing student success: Regulatory framework for higher education in England](#)', see paragraphs 332V to 333R in the PDF.

example, the list requires that information must always be clear and accurate, not only where failure to do so is likely to cause a student to take a different decision.

48. A provider may therefore satisfy its obligations in relation to consumer protection law without satisfying the requirements of C6.4e, and vice versa.
49. The information requirements list comprises the following:
- clarity and accuracy of information (PB.1a)
 - provision of information:
 - information to be provided in an invitation to purchase (PB.1b)
 - information necessary to make informed decisions (PB.1c).
50. A provider should refer to Section 1 of the 'OfS list of information requirements and prohibited behaviours' to understand all the requirements of C6.4e. However, the following paragraphs clarify some specific provisions.

Clarity and accuracy of information (PB.1a)

51. PB.1a.i requires a provider to make sure that information for students is clear, accurate, intelligible, legible and unambiguous.³ The OfS would consider whether a reasonably informed person could read and understand the information. This applies generally to information the provider gives to any prospective, current or former students. It includes marketing materials and other 'information about the provider' (C6.1d). It also includes for example, communications with an individual student about an ongoing complaint or with a group of students when consulting with them about proposed changes to their course. It applies to relevant policies and processes ('key documents' as described at C6.g) as well as a provider's correspondence and communications on related matters. The requirement does not cover the academic content of a student's course.
52. PB.1a.ii requires a provider to make sure its marketing materials and activities are not (and are not likely to be) confused with those of another provider.⁴ For example, using a similar name, logo or overall branding could be misleading. The OfS already has a legal role in assessing applications for university title. As part of that process, a provider must consider whether its proposed name could cause confusion. However, even if the OfS approves a provider's application for university title, this does not automatically mean the provider meets PB.1a.ii. For example, if a provider's university title is approved but its marketing materials still create (or are likely to create) confusion, this could raise compliance concerns under this condition.

³ PB.1a.i: 'ensuring that all information provided to students related to higher education and ancillary services is clear, accurate, intelligible, legible and unambiguous.'

⁴ PB.1a.ii: 'ensuring that the provider's marketing does not create confusion, or is not likely to create confusion, with the higher education provision of another provider and any, trade mark, trade name or other distinguishing mark of another provider.'

53. PB.1a.iii states that if a provider claims to comply with a code of conduct, it must comply with that code in practice (where compliance is not optional and can be checked).⁵ For example, if a provider claims to comply with the UUK/GuildHE Accommodation Code of Practice or the ANUK/Unipol Code of Standards, failing to comply with these codes will be treated as not meeting PB.1a.iii. In these cases, the OfS will consider any relevant code administrator's decisions about whether the provider is compliant with the code. The OfS will still decide whether the provider has met the overarching requirement to treat each student fairly.

Information to be provided in an 'invitation to purchase'⁶ (PB.1b)

54. PB.1b.ii requires a provider to ensure that students have information about the total price of higher education or ancillary services.⁷ A provider in the Approved (fee cap) category should ensure that published information is compatible with any additional requirements in place at the time through OfS conditions A1 (Access and participation plan) and G1 (Mandatory fee limit) and through any legislation related to fees as relevant.

55. PB.1b.iv requires a provider to ensure that students have information about its address (or addresses where relevant). References to 'service address' at PB.1b.iv.B⁸ mean the address where a provider would accept service of a legal claim. This is relevant to circumstances where a student wishes to bring a claim against a provider in relation to their consumer rights.

Information necessary to make informed decisions (PB.1c)

56. PB.1c. broadly reflects 'misleading omissions' requirements in the DMCCA (2024) (section 227) and covers any information that a student (including anyone with an interest in studying at the provider) may need to inform their decision making about what and where to study.⁹ It also includes information a provider may be required to supply under consumer protection law, as defined at PB.1c.ii.¹⁰

⁵ PB.1a.iii: 'if the provider asserts that it acts in accordance with a code of conduct, the code does not afford the provider any discretion in relation to the requirement, and compliance with the requirement is capable of being verified, ensuring that the provider acts in accordance with that code of conduct.'

⁶ PB1b: 'An "invitation to purchase" occurs where information is provided to students (or anyone with an interest in studying at the provider) which indicates the characteristics and price of higher education or ancillary services and enables, or purports to enable those individuals to make a decision in relation to higher education or ancillary services.'

⁷ PB.1b.ii: 'the total price of the higher education or ancillary services to be provided, including but not limited to...'

⁸ PB.1b.iv.B: 'if different to the provider's business address, the address at which the provider will accept service of documents (the "service address")'

⁹ PB.1c.i: 'information necessary to make informed decisions related to higher education and ancillary services, in a manner which is clear, timely and such that students are likely to see it'

¹⁰ PB.1c.ii: 'Consumer protection law is to be interpreted broadly and includes, but is not limited to, the following legislation (as may be amended from time to time):

A Consumer Rights Act 2015;

B The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

C The Provision of Services Regulations 2009;

D The Consumer Protection from Unfair Trading Regulations 2008;

E Digital Markets, Competition and Consumers Act 2024;

57. The information referred to in PB.1c is likely to be similar to that required in an invitation to purchase (as set out under PB.1b) but it also covers information provided to a student after this point, for example any policies or documents provided after an offer has been made. This may be broader than the 'main characteristics', 'total price' or other specific requirements of an invitation to purchase

Prohibited behaviours (C6.5)

OfS prohibited behaviours list (C6.5a)

58. The OfS [has published] a separate document called the 'OfS list of information requirements and prohibited behaviours' that forms part of ongoing condition C6. Section 2 of this document is the OfS prohibited behaviours list. The rules in this list apply equally to the actions (and omissions) of the provider and anyone acting on its behalf (for example, another providers or an agent).
59. The OfS prohibited behaviours list reflects consumer protection law but, in context, it may have a different effect. For example, PB.2a (Key documents) specifies certain contract terms similar to those that may be regarded as unfair according to the Consumer Rights Act 2015 (the 'grey list'), but which will be treated as always unfair for the purpose of this condition. A provider may therefore satisfy its obligations in relation to consumer protection law without satisfying the requirements of C6.5a, and vice versa.
60. A provider should refer to Section 2 of the 'OfS list of information requirements and prohibited behaviours' to understand all the requirements of C6.5a.

Aggressive commercial practices (C6.5b)

61. 'Commercial practices' in the condition, include advertising, marketing and recruitment activities, as well as how a provider handles complaints, refunds, and compensation. This list of commercial practices is not exhaustive.
62. 'Aggressive commercial practices' include, but are not limited to, harassment, coercion, or undue influence.
63. In consumer protection law, a commercial practice is unfair if it involves an aggressive practice that 'is likely to cause the average consumer to take a transactional decision that the consumer would not have taken otherwise as a result of the practice'.¹¹ To be considered unacceptable according to the condition, an aggressive commercial practice does not need to influence a student's decision making.
64. In considering whether a provider's commercial practice is aggressive, the OfS will consider the nature of the practice. For the purpose of this condition, a commercial practice that is aggressive includes, but is not limited to, practices that:
- involve the use of threatening or abusive language or behaviour
 - exploit a particular vulnerability of a student

F Protection from Harassment Act 1997.

¹¹ Digital Markets, Competition and Consumers Act 2024, s225(4)(a).

- involve threatening to take an action which cannot legally be taken
 - require a student to take onerous or disproportionate action to exercise their rights.
65. Nothing in C6.5b is intended to conflict with a provider's duty to take steps to secure freedom of speech within the law for its staff, students, members and visiting speakers, or academic freedom for its academic staff.¹²

Publication requirement (C6.6 to C6.7)

66. To meet the requirements of C6.6, a provider must publish and maintain a single webpage containing specified documents (or links directly to these documents where they are published elsewhere on a provider's website). A provider must also publish standard wording supplied by the OfS.
67. A provider must publish all the specified documents, except where stated in the following paragraphs. This means that, where necessary to satisfy the publication requirement, a provider may need to create one or more of the specified documents.
68. A provider is not required to publish contracts for the ancillary services specified at C6.6b.ii where:
- the provider does not offer the specified services
 - a third party does not offer the specified services on behalf of the provider
 - the terms and conditions governing the provision of the specified services are included within the contract for the provision of higher education.
69. A provider is not required to publish a list of agents where there are no agents that offer services on its behalf.
70. A provider may add additional text or visual aids to explain the documents or to help students understand their rights and responsibilities. A provider may also publish additional documents on the webpage where these would help students to understand their rights and responsibilities. Any additional information published must not conflict with the mandatory standard wording or the contents of the documents a provider must publish in relation to C6.6.
71. The provider must publish the webpage in a prominent area that all students and the wider public can access easily. The OfS will consider a provider is not compliant with C6.6 if the single webpage is placed behind a password or other security check, or if links are hidden and not easy for users to find.
72. We will publish a link to the provider's webpage on the OfS Register. If a provider changes the URL for this webpage, it must notify the OfS by submitting a reportable event, as any change will affect the accuracy of the OfS Register. The OfS may also check during its routine monitoring activities that the specified documents set out in C6.6 remain accessible on a single webpage.

¹² OfS, [Regulatory advice 24: Guidance related to freedom of speech](#), last updated 2025.

73. A provider must keep relevant documents and student information up to date. Historical versions of any document that existed at a previous time, should be made available for an appropriate period, and providers should be transparent about the changes they have made to any content. An appropriate period would be the length of time that a student (including a former student) would reasonably expect to have access to a particular document. For example, where a former student has an ongoing complaint, they would reasonably expect to have access to documents setting out the provider's complaints handling processes that were valid at the time they raised their complaint. They would also reasonably expect to have access to other documents relevant to their complaint, for example, the terms and conditions and refund and compensation policies that applied.

Higher education contracts (C6.6b.i)

74. A provider must publish any documents that form the higher education contract with its students. As a minimum this must include the standard terms and conditions for the provision of higher education that apply to different groups of students. It must also include terms related to any tuition fees and extra costs that students must pay.
75. A provider must publish any other documents that form part of the 'higher education contract', even if the provider uses a different title for them. What this includes will vary by provider, but could include policies, agreements, or codes.
76. A provider must publish all higher education contracts that apply to its students. In subcontractual partnerships, for example, this includes:
- where the provider is a teaching provider, all contracts between itself and students, and between the lead provider and students
 - where the provider is a lead provider, all contracts between itself and students, and between the teaching provider and students.
77. A provider must clearly label all documents to set out which courses and students they apply to. A provider working in a subcontractual partnership must ensure that students have access to clear information about which provider holds responsibility for which aspects of their student experience. A provider may link to relevant documents published on its partner provider's website.

Ancillary service contracts (C6.6b.ii)

78. A provider must publish contracts setting out standard terms and conditions for ancillary services between itself (or a relevant third party) and students where the contract for those services is separate to the contract for the provision of higher education. In the case of third party contracts, a provider may publish a link to the relevant area of the third party's website where applicable terms and conditions are hosted.
79. Where the higher education contract incorporates terms for the provision and use of ancillary services, a provider is not required to create a separate contract solely for the purpose of this condition.
80. The provider is not required to publish any contract between itself and a third party.

Policies relating to relevant changes (C6.6b.iii)

81. A provider must publish a policy (or policies) detailing provisions to protect students if it (or a third party delivering higher education on its behalf) has to make changes to any of the following:
- Courses (including changes to material components or contents of a course, changes to one or more subject areas or modules offered and course closure).
 - Qualifications to be awarded (including circumstances where a validating partner has withdrawn validation, the OfS has varied or revoked the provider's degree awarding powers, or the OfS has not extended the award of such powers beyond any relevant probationary or other time-limited period).
 - Mode of study (including full-time, part-time, online and hybrid provision, and including measures to address the needs of specific student groups, including accessibility needs).
 - Teaching location and facilities (including closure of a campus, building or other facilities and including measures to address the needs of specific student groups, including accessibility needs).
 - Course fees and other related fees or charges (for example, additional fees to resit exams).
 - Types of student to be recruited or taught (including where a provider loses a relevant licence which means it is unable to recruit or honour commitments to international students).
82. These policies do not need to set out what the provider would do if it were at risk of stopping (fully or substantially) the provision of higher education. However, if this becomes a material risk, the OfS may require the provider to produce a detailed 'Market Exit Plan' under ongoing condition C4 (Student protection directions).
83. A provider must ensure that its policies include measures to address the needs of specific student groups (including accessibility needs) if it would make changes to modes of study, teaching location or facilities. For example, where a provider ceases to deliver part-time provision, this may have a significant impact on students who have registered for this mode of study because it fits with their existing caring responsibilities, working patterns or other commitments. Where a provider moves its teaching from one geographical location or building to another, there may be accessibility issues for a range of students and for a number of reasons, including but not limited to access for disabled students.
84. If responsibility for providing higher education is shared under a contract, the provider's policies should, where relevant, explain what other providers or organisations are responsible for. For example, a teaching provider in a subcontracting arrangement may need to refer to its partner provider. A provider delivering an apprenticeship or other employer-sponsored course may need to describe the employer's role, as set out in the contract between the provider and the employer (and between the employer and the student).

Documents containing complaints handling processes (C6.6b.iv)

85. A provider must publish all documents that set out its complaints handling processes for students. These processes must cover the higher education and ancillary services that the

provider offers. A provider may publish a single document or different documents for different services or categories of students (for example, for applicants or enrolled students).

86. If responsibility for providing higher education is shared under a contract, the provider's process documents should explain who is responsible for handling complaints. This should include, where relevant, the roles of any other providers or organisations involved. For example, a delivery provider in a subcontractual partnership may need to refer to its partner. A provider delivering an apprenticeship or other employer-sponsored course may need to explain the employer's role, as set out in the contract between the provider and the employer (and between the employer and the student).
87. Documents setting out complaints handling processes must also make students aware of their ability to use the complaints scheme run by the Office of the Independent Adjudicator of Higher Education (OIA) where this is applicable. A provider should refer to information published by the OIA that explains who can use its complaints scheme.

Refund and compensation policies (C6.6b.v)

88. A provider must publish any policy or policies that set out refund and compensation arrangements for students.
89. In some circumstances, a provider may not charge students tuition fees for some courses. For example a student's employer may pay the fees, or students may pay the fees to another provider (as with a subcontractual partnership). However, students may still be liable for other types of fees or payments that the provider charges them. To be clear, the documents that a provider publishes should fully reflect the refund and compensation arrangements that apply to the provider's responsibilities to students.

List of agents (C6.6b.vi)

90. A provider must publish a list of any agents (international and domestic) that act on its behalf, including information for students about how to pursue any concerns or complaints about the listed agents.
91. This does not require a provider to disclose commercially sensitive information, such as commission rates. Instead, the provider only needs to publish the information a student needs to: (a) check whether an agent is acting for the provider; and (b) know how to raise any concerns. A provider may link to an existing area of the provider's website where this information is published.

Signposting (C6.7)

92. Students should have access to important information, as set out in C6.6, before they accept a provider's offer and throughout the student lifecycle. This information should allow students to understand their rights as consumers and exercise them if required.
93. A provider must therefore ensure that all students are aware of the single webpage and have access to it. A provider should continue to promote this source of information throughout the student lifecycle via student communications, making it clear when it has updated or changed the information.

Information gathering, assessment of evidence and enforcement

94. The OfS will use its general risk-based approach to monitoring.
95. To decide whether a provider meets this condition, the OfS will consider the provider's actions, information the provider has submitted, and any other relevant information available to the OfS. This may include notifications from third parties, or information from other bodies such as the OIA, the CMA, or Trading Standards. The OfS may ask the provider for further information and evidence if it considers this necessary.
96. Where appropriate, the OfS will work with other relevant bodies and avoid duplicating their work where possible. When deciding whether to take regulatory action, the OfS will consider whether another body (such as the OIA, the CMA or Trading Standards) is already taking action, or plans to take action, and what type of action that is. The OfS will also take account of any findings of non-compliance made by the administrators of the UUK/GuildHE Accommodation Code of Practice or the ANUK/Unipol Code of Standards.
97. If our monitoring identifies information or evidence that suggests a provider may not be meeting the regulatory requirements, the OfS may adopt one or more of the following approaches (in any order):
 - engage with a provider to ensure it is aware of the issues
 - on a voluntary basis, gather more information (from the provider or elsewhere) to help assess whether there is, or has been, a breach or risk of breach of one or more conditions
 - where appropriate, use its investigatory powers.
98. Having gathered any more information that it needs, the OfS will reach a view about a provider's previous and ongoing compliance with the condition. Where the OfS takes the view that the provider is breaching (or has breached) the condition, it will write to the provider explaining the reasons for its provisional decision and the evidence it has used to reach this view. The provider will be able to submit any further information it considers relevant in a representations process and the OfS will consider this before reaching a final decision.
99. Where the OfS concludes that the provider is breaching (or has breached) the condition, it will consider the use of the full range of its enforcement powers. This includes imposing a monetary penalty, suspending elements of a provider's registration (for example its access to student support funding or OfS public grant funding), or deregistration. The OfS is likely to require improvement, to mitigate the impact on students, or to incentivise future compliance by this and other providers. The OfS will follow any statutory consultation process as it takes enforcement action.
100. If the OfS considers there is an increased risk that a provider may breach this condition, or that there is a wider regulatory concern, it may impose one or more additional ongoing conditions of registration. It will also consider whether extra monitoring is appropriate, for example requiring the provider to report further matters as reportable events.
101. Any judgement the OfS makes in relation to this condition is not a judgement about whether the provider is complying with consumer protection law and should not be seen as such. A providers will still need to seek its own legal advice to ensure compliance with the law. The OfS's assessment is also separate from the assessment of any other body (for example the

OIA or Trading Standards) and any judgement such a body may independently take about a provider.