

**Consultation**

**Office for  
Students**

**OfS**

# **Proposals for a new approach to consumer and student protection**

**Consultation on proposals for a new ongoing  
condition of registration:  
Treating students fairly**

**This consultation runs from 16 April  
to 9 July 2026.**

**Reference:** OfS 2026.17

**Enquiries to:** [regulation@officeforstudents.org.uk](mailto:regulation@officeforstudents.org.uk)

**Publication date:** 16 April 2026

The Office for Students is the independent regulator for higher education in England. We aim to ensure that every student, whatever their background, has a fulfilling experience of higher education that enriches their lives and careers.

### **Our four regulatory objectives**

All students, from all backgrounds, and with the ability and desire to undertake higher education:

- are supported to access, succeed in, and progress from, higher education
- receive a high quality academic experience, and their interests are protected while they study or in the event of provider, campus or course closure
- are able to progress into employment or further study, and their qualifications hold their value over time
- receive value for money.

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# About this consultation

The Office for Students (OfS) is proposing a new approach to consumer and student protection in English higher education. This consultation sets out the background to our proposals, the reasons we are proposing to make changes and what we expect those changes to achieve.

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## Timing

Start: **16 April 2026**

End: **9 July 2026**

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## Who should respond?

Anyone with an interest in consumer and student protection in English higher education.

We are particularly (but not only) interested in hearing from **students, staff (including academic staff) and leaders at higher education providers**. We welcome the views of all types and sizes of provider.

We are interested in the views of **other bodies** with an interest in consumer and student protection.

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## How to respond

Please respond by **9 July 2026**.

Please use the online response form available at <https://survey.officeforstudents.org.uk/s/student-consumer-protection/>

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## How we will treat your response

We will summarise the responses to this consultation on the OfS website (and in alternative formats on request). This may include a list of the providers and organisations that respond, but not personal data such as individuals' names, addresses or other contact details.

If you want the information that you provide to be treated as confidential, please tell us but be aware that we cannot guarantee confidentiality in all circumstances. An automatic confidentiality disclaimer generated by your IT system will not be regarded by us as a confidentiality request.

The OfS will process any personal data received in accordance with all applicable data protection laws (see our privacy policy).<sup>1</sup>

We may need to disclose or publish information that you provide in the performance of our functions, or disclose it to other organisations for the purposes of their functions. Information (including personal data) may also need to be disclosed in accordance with UK legislation (such as the Freedom of Information Act 2000, Data Protection Act 2018 and Environmental Information Regulations 2004).

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<sup>1</sup> Available at [www.officeforstudents.org.uk/ofs-privacy/](http://www.officeforstudents.org.uk/ofs-privacy/).

## Next steps

We will publish a summary of responses to this consultation in autumn 2026. We will explain how and why we have arrived at our decisions, and how we have addressed any concerns raised by respondents. We will then set out next steps in the policy and implementation process.

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## Enquiries

Email [regulation@officeforstudents.org.uk](mailto:regulation@officeforstudents.org.uk).

Alternatively, call our public enquiry line on 0117 931 7317.

We are holding online consultation briefing events in **April and May 2026** – one for higher education providers and one for students and students’ representatives. These events will provide an opportunity for you to hear about our proposals and ask any questions you may have. The dates and details are on our website.

If you require this document in an **alternative format**, or you need assistance with the online form, contact [digitalpublishing@officeforstudents.org.uk](mailto:digitalpublishing@officeforstudents.org.uk). (**Please note:** this email address should **not** be used for submitting your consultation response.)

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For more information about our work to date on consumer protection, please visit the OfS website: [Students as consumers - Office for Students](#).

## Executive summary

Higher education has the power to transform lives. It enables students to develop new skills and broaden their horizons. It gives them access to opportunities that benefit not only them as individuals but also the wider economy and society. Students make a major investment of time, effort and money to pursue these opportunities. It is therefore essential that they can rely on clear information about what their courses will offer, and that the education they receive aligns with those commitments.

While many students have positive experiences, this is not universal. Recent research commissioned by the Office for Students (OfS) indicates that a substantial proportion of students do not feel their institution has fully delivered on the promises made to them. Although experiences vary, more than three-quarters of respondents to our polling said that some commitments were not met in full.<sup>2</sup>

Our ongoing engagement with students reinforces that fairness is fundamental to their experiences. They expect providers to honour their commitments and ensure that they receive the experience they were promised. This is why we are proposing changes to our ongoing conditions of registration relating to consumer protection, to ensure students are treated fairly.

## Consultation proposals

To achieve our aims, we propose to remove two of our existing conditions of registration: Guidance on consumer protection law (C1) and Student protection plan (C3) for all registered providers. We propose to replace these with one new ongoing condition: Treating students fairly (C6).

### Proposed new ongoing condition: Treating students fairly (C6)

This condition would require a provider to treat students fairly in relation to its higher education provision and the services that support it.

It would introduce an overarching requirement for higher education providers to treat students fairly, accompanied by a set of underpinning principles, specific information requirements and prohibited behaviours. Under this approach, rather than requiring a registered provider to demonstrate due regard to relevant guidance on consumer protection law (as required by ongoing condition C1), a provider would need to consider whether its arrangements were fair to students overall. These proposals draw on consumer protection, build on our regulatory experience and aim to establish a clear and shared understanding of what fairness means in the higher education sector.

The proposed new ongoing condition would also require a provider to have and publish a consolidated set of clear and accessible documents for students on a single page of its website,<sup>3</sup> alongside mandatory standard wording explaining its student protection arrangements. This would replace the current requirement for an approved student protection plan.

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<sup>2</sup> OfS, '[OfS explorations: Consumer rights](#)', 2025, paragraph 5.

<sup>3</sup> These documents would include, for example, contractual documents that set out standard terms and conditions and other relevant policies and process documents.

We have already strengthened our regulatory framework through a new initial condition for treating students fairly (C5), which providers must now satisfy before they can be registered with the OfS.<sup>4</sup> The proposed new ongoing condition would build on the standards we require at registration and apply to all registered providers on an ongoing basis.

## Reasons for this consultation

Driving improvement in this area is a priority for the OfS. Our strategy for 2025 to 2030 sets out our goal that students receive the higher education experiences they were promised.<sup>5</sup> Treating students fairly throughout their higher education experience is essential to achieving this.

For most people, choosing whether, what and where to study higher education is a one-off decision and, once made, students make a significant investment of time, effort and money. Once enrolled, it can be difficult, disruptive and costly to change course or provider. It is therefore essential that students have the information they need to make informed decisions from the outset and that the commitments made to them are honoured.

However, recent research commissioned by the OfS highlights important gaps. Only half of students who responded to recent polling said they understood and could describe their rights and entitlements as a student.<sup>6</sup> This would limit their ability to hold providers to account or enforce their rights where necessary. Students have told us that they expect to be treated fairly by their universities and colleges and that they expect promises made to them to be delivered. Students have told us that this matters to them.

Prospective students should be able to rely on clear, accurate and comprehensive information when making choices. Existing students should be confident that their provider will deliver the experience that was promised. Where expectations are not met, students should have accessible and effective ways to raise concerns and seek redress and resolve issues when they arise.

We believe that changes to our regulation will help students make informed choices, recognise when their provider has not met its commitments and understand their rights as students if this happens.

Our proposals are intended to strengthen accountability across the higher education sector with providers setting out consistently clear and accurate information about their higher education offering. This increases trust, supports student decision making and encourages providers to improve their overall offer to attract students.

## Engagement with stakeholders

We recognise the important role played by other bodies in protecting students, including the Competition and Markets Authority (CMA),<sup>7</sup> and the Office of the Independent Adjudicator for

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<sup>4</sup> OfS, '[Condition C5: Treating students fairly](#)' and '[Guidance](#)'.

<sup>5</sup> OfS, '[The OfS strategy 2025 to 2030](#)'.

<sup>6</sup> OfS, '[OfS explorations: Consumer rights](#)', 2025, paragraph 1.

<sup>7</sup> The [CMA](#) is responsible for enforcing consumer protection law across all sectors of the economy in the UK, with sector regulators such as the OfS in higher education having a role in addressing sector-specific issues.

Higher Education (OIA), which operates the statutory complaints scheme.<sup>8</sup> We have engaged with these partners, as well as other stakeholder groups, in developing our proposals.

In November 2025, we spoke to a range of stakeholders to gather feedback on our developing proposals for a new ongoing condition focused on fairness and including mandatory requirements (or rules) and principles. We held a series of meetings and roundtable discussions, including with sector representative bodies, the OfS Student Interest Board,<sup>9</sup> the National Union of Students, the OIA, the CMA and National Trading Standards (NTS).

Overall, stakeholders welcomed the OfS's ambitious and collaborative approach to a proposed new condition. Their feedback has played a key role in shaping the proposals outlined in this consultation. Further detail on what stakeholders said is set out in the introduction.

## **Next steps**

Students, staff at universities and colleges and sector bodies are invited to join us at one of our consultation briefing events to hear more about our proposals and ask questions.

The consultation will close on 9 July 2026. We will then analyse and consider the responses and make decisions about our proposals. We will publish our final decision in autumn 2026.

Depending on the responses we receive, we are proposing a phased approach to implementation of the proposed condition.

We will also continue to engage with the sector on our work to strengthen and improve student contracts.

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<sup>8</sup> OIA, [Our Scheme](#). The OIA is guided by its Good Practice Framework, which sets out principles for fair and transparent complaints processes, academic appeals and disciplinary processes.

<sup>9</sup> OfS, ['Student Interest Board'](#).

# Introduction

## What we are consulting on

1. We propose to introduce a new ongoing condition of registration (condition C6) that would place requirements on registered higher education providers to:
  - treat students fairly; and
  - publish a set of documents that would constitute its student protection arrangements.
2. This new ongoing condition would replace existing ongoing conditions C1 (Guidance on consumer protection law) and C3 (Student protection plan) for all registered providers.
3. We are not proposing any changes to ongoing conditions C2 (Student complaints scheme), or C4 (Student protection directions), which would continue to apply to all providers registered with the OfS.
4. We are seeking views about our detailed proposals and the reasons for these.
5. This document constitutes our consultation for the purposes of sections 5(5) and 75(8) of the Higher Education and Research Act 2017 (HERA).<sup>10</sup>
6. We are conducting this consultation in accordance with the government's consultation principles.<sup>11</sup>

## Why we are focusing our attention in this area

7. It is important that students are treated fairly throughout their higher education experience. For most people, choosing whether, what and where to study higher education is a one-off decision. Choosing the right course and provider requires a significant commitment of time and effort, as well as a substantial financial commitment, and it can be challenging and costly to change courses.
8. Prospective students should therefore expect clear, accurate and comprehensive information to support their decisions and for providers to deliver the experience that was promised and resolve issues when they arise. Students have also told us that this matters to them.
9. Students expect universities and colleges to treat them fairly and deliver on commitments.<sup>12</sup> Unfortunately, our experience suggests that this is not happening consistently enough across the sector and some students do not have a confident grasp of their consumer rights and entitlements.<sup>13</sup> It is therefore clear to us that we need to change the way we regulate.

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<sup>10</sup> Gov.UK, '[Higher Education and Research Act 2017](#)'.

<sup>11</sup> Gov.UK, '[Consultation principles](#)', last updated 2018.

<sup>12</sup> OfS, '[Understanding the student interest](#). Students as 'consumers' of and 'investors' in their education', 2025.

<sup>13</sup> See further the 'Proposal 1' section of this consultation.

10. Driving improvement in this area is a priority for the OfS. This is reflected in our strategy for 2025 to 2030,<sup>14</sup> which includes our goal that students receive the higher education experiences they were promised. For this reason, we recently strengthened our regulatory framework by introducing initial condition (C5: Treating students fairly), which providers must satisfy before they can be registered with the OfS.<sup>15</sup> This is also why we are now consulting on a new ongoing condition (C6: Treating students fairly), which we are suggesting should build on the standards we require at registration and apply to all registered providers on an ongoing basis.
11. We recognise the important role played by other bodies in protecting students, including the Competition and Markets Authority (CMA),<sup>16</sup> and the Office of the Independent Adjudicator for Higher Education (OIA), which operates the statutory complaints scheme.<sup>17</sup> As set out below, we have engaged with these partners, as well as other stakeholder groups, in developing our proposals.

## Engagement with stakeholders

12. During November 2025, we conducted pre-consultation engagement to gather feedback on a potential new ongoing condition focused on fairness and including mandatory requirements (or rules) and principles. We held a series of meetings and roundtable discussions, including with sector bodies, the OfS Student Interest Board,<sup>18</sup> the National Union of Students, the OIA, the CMA and National Trading Standards (NTS).
13. Stakeholders welcomed the OfS's ambitious and collaborative approach to a proposed new condition. Sector bodies expressed a preference for a new condition to be clearly aligned with existing law to minimise regulatory burden. During our pre-consultation engagement, most stakeholders supported a principles-based approach and suggested that principles should be caveated rather than absolute. They also were keen that we provide clarity on any behaviours that it always considered to be unfair, supported by guidance and real world examples.
14. Feedback from the OfS Student Interest Board in December 2025 and February 2026 and a Student debrief session held on 27 January 2026 included support for:
  - consumer protection across the entire student journey
  - the inclusion of the proposed positive fairness principles that require providers to be proactive about fair treatment
  - transparency and consistency within and between providers.

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<sup>14</sup> OfS, '[The OfS strategy 2025 to 2030](#)'.

<sup>15</sup> OfS, '[Condition C5: Treating students fairly](#)' and '[Guidance](#)'.

<sup>16</sup> The [CMA](#) is responsible for enforcing consumer protection law across all sectors of the economy in the UK, with sector regulators such as the OfS in higher education having a role in addressing sector-specific issues.

<sup>17</sup> OIA, '[Our Scheme](#)'. The OIA is guided by its Good Practice Framework, which sets out principles for fair and transparent complaints processes, academic appeals and disciplinary processes.

<sup>18</sup> OfS, '[Student Interest Board](#)'.

15. The feedback of stakeholders has directly informed the development of the proposals that are set out in this consultation.

## Summary of our proposals

16. We propose to introduce a new ongoing condition of registration (C6: Treating students fairly) to replace existing ongoing condition C1.
17. The new condition would set clear expectations for the fair treatment of prospective, current and former students across higher education and ancillary services. The overarching requirement to treat students fairly would be supported by a set of underpinning principles and requirements.
18. The new condition would also replace the existing ongoing condition C3 requiring a provider to have a student protection plan, with a new requirement for a provider to publish important documents governing its relationships with students.
19. Our proposals comprise the six elements listed below.

<b>Proposal 1</b>	<b>Introduce a new ongoing condition requiring providers to treat students fairly.</b>
<b>Proposal 2</b>	<b>Establish principles and requirements that are consistent with treating students fairly.</b>
<b>Proposal 3</b>	<b>Include all students, higher education and ancillary services in scope of the condition.</b>
<b>Proposal 4</b>	<b>Require publication of specified documents and information on a single webpage of a provider's website.</b>
<b>Proposal 5</b>	<b>Remove requirements relating to student protection plans</b>
<b>Proposal 6</b>	<b>Take a phased approach to implementation</b>

20. The remainder of this document is structured as follows:
- Proposals 1 to 6 set out our detailed proposals, why we are making these and alternative options considered.
  - Annex A lists our consultation questions.
  - Annex B provides additional detail on alternative options.
  - Annex C contains the draft new ongoing condition and associated draft guidance. Subject to the outcomes of this consultation, the text at Annex C would be published as part of the OfS's regulatory framework.
  - Annex D sets out a draft 'OfS list of information requirements and prohibited behaviours'. This would be published separately to, but would form part of, the proposed ongoing condition.<sup>19</sup>

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<sup>19</sup> Taken together, the text in Annex B and C would set out our regulatory requirements for registered providers.

- Annex E contains mandatory standard wording, which we are proposing a provider would need to publish on its website (alongside specified documents) to explain its student protection arrangements.
- Annex F sets out the matters to which we have had regard in formulating our proposals, which include:
  - our general duties under section 2 of HERA
  - the Public Sector Equality Duty
  - statutory guidance from the Secretary of State
  - the Regulators' Code.

## **Next steps**

21. The consultation will close on 9 July 2026. We will then analyse and consider the responses and make decisions about our proposals, which we expect to publish in autumn 2026.
22. Subject to the responses received, we are proposing a phased approach to the implementation of the proposed condition (see Proposal 6 for further detail).

# Proposal 1: Introduce a new ongoing condition requiring providers to treat students fairly

## What are we proposing?

We propose to introduce a new ongoing condition of registration (C6 Treating students fairly) to replace ongoing condition C1 (Guidance on consumer protection law).

23. Ongoing condition C1 requires each registered provider to 'demonstrate that in developing and implementing its policies, procedures and terms and conditions it has given due regard to relevant guidance about how to comply with consumer protection law.'
24. We are proposing to replace ongoing condition C1 (Guidance on consumer protection law) with a new ongoing condition C6 that would require a provider to treat students fairly.<sup>20</sup>
25. We welcome feedback on the draft condition and associated draft guidance, which is set out in Annex C. We intend, over time, to further develop our guidance to support providers to comply with the requirements of the proposed condition.

## Why are we making this proposal?

### Why we are proposing to introduce a new condition

26. As set out above (in the Executive summary and Introduction sections of this consultation), decisions about studying higher education are 'one-off' for most people, with choices entailing significant time, effort, and financial commitment, and changing courses being costly.
27. In addition, prospective students often have limited firsthand knowledge or experience of higher education and rely heavily on providers to provide good information. This information asymmetry contributes to a power imbalance between students and providers. This may be particularly stark for students who are the first in their family to study higher education, or who lack good quality advice and guidance.
28. We consider that students should have confidence that providers:
  - say what they mean: they provide clear, accurate and honest information to support informed decisions
  - mean what they say: they deliver the experience promised and act as expected to resolve issues when they arise.
29. Through our partnership with NTS, we refer providers to NTS where we have concerns about compliance with consumer protection law.<sup>21</sup> Unfortunately, this work has highlighted that

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<sup>20</sup> We are also proposing that new ongoing condition C6 would replace ongoing condition C3 (Student protection plans). See Proposal 6 for further information.

<sup>21</sup> Through our partnership with NTS, we refer providers to NTS where we have concerns about compliance with consumer protection law. NTS works with providers to address the concerns we have raised and others that they may identify. We publish the outcomes where providers have amended the terms and conditions in their student contracts that may be unfair or not comply with consumer protection law, for the benefit of providers and students. See OfS, '[Consumer protection for students](#)'.

issues persist across the sector and current regulatory requirements have not been sufficient. For example, we have made referrals to NTS (and published the outcomes of these referrals) where information has been unclear and where contracts have allowed a wide discretion to make changes or contain overly broad clauses. These seek to exclude or limit liability for events that a provider considers are outside of its control.<sup>22</sup>

30. We also know from recent research commissioned by the OfS, that a substantial number (40 per cent) of students do not have a confident grasp of their consumer rights and entitlements, limiting their ability to hold providers to account.<sup>23</sup> This suggests we need to take further action to drive improvement in this area.
31. We want students to know their rights and have confidence in holding providers to account when things go wrong. Ultimately, we think it is better for students if providers get things right from the outset. We think that strengthening our regulatory framework will help to achieve this. Through a new ongoing condition, we aim to support a proactive and ambitious 'right first time' approach to protecting students that encourages high standards across the sector. Getting things right first time means protecting students from significant harm and should reduce the need for students to pursue time-consuming and costly legal action to seek redress.
32. Under our ongoing condition of registration C2, we require registered providers to be members of and cooperate with the student complaints scheme run by the OIA. By aligning our approach to existing consumer protection law, continued regular engagement with the OIA and our shared commitment to fairness, we intend to ensure that our regimes are complementary.

### **Why we are proposing that the new condition should be framed around fairness**

33. Many students do not explicitly describe or think of themselves as consumers, but they often emphasise 'fairness' and 'honesty' when they talk about unmet expectations.<sup>24</sup>
34. It is right that students expect to be treated fairly. As stated above, there is an inherent power imbalance between students and providers, with students reliant on providers to exercise their discretion appropriately. In addition, these are long standing and high stakes relationships, with providers' decisions having significant academic, financial and personal consequences for students. In this context, it is appropriate that students be protected by an

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<sup>22</sup> See 'Consumer rights case studies' at OfS, '[Consumer protection for students](#)'.

<sup>23</sup> OfS, '[OfS explorations: Consumer rights](#)', 2025, paragraph 1

<sup>24</sup> OfS, '[Defining our approach to student interest](#)', 2024.

overall obligation based around fairness. This is also consistent with the approaches of other regulators.<sup>25</sup>

35. Our proposal for an absolute fairness obligation (combined with the principles discussed in Proposal 2 below) is aimed at engendering a cultural shift - where this is needed - such that a provider's governing body and senior executive team are focused on whether the provider is being fair to students.
36. While fairness is a core principle in consumer protection law, a fairness obligation could be interpreted in many different ways. For this reason we are proposing to accompany the fairness obligation with fairness principles, as well as requirements. These proposals reflect, and build on, consumer protection law and our regulatory experience, and address sector-specific challenges. Through this approach, we aim to establish a clear and shared understanding of fairness in the higher education sector.

## **Detail of the proposal**

37. The proposed new condition includes a requirement to treat students fairly, which would operate on a standalone basis. For the avoidance of doubt, complying with the overarching obligation to treat students fairly would include, but would not be limited to, compliance with the principles and requirements in Proposal 2.
38. As part of meeting the overarching fairness obligation, our initial view is that providers should also consider whether arrangements are fair to students overall, as well as to specific groups of students, and should assess the effect of these arrangements taken as a whole. We suggest that the overarching fairness obligation means that the fair treatment of students must be a core part of a provider's culture, which is discussed and monitored by its senior executive team.
39. We propose to cooperate, where appropriate, with other relevant bodies and ensure that duplication is avoided where possible. In deciding whether to take regulatory action in relation to the proposed condition, we propose to consider whether another body (such as the OIA, CMA or NTS) is already taking (or intending to take) action in relation to a particular matter and the type of action underway or planned.

## **Alternative options considered**

40. We have considered alternative options to this proposal, which are set out in Annex B. These are to:
  - retain existing ongoing condition C1

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<sup>25</sup> For example:

- the Financial Conduct Authority's (FCA) Consumer duty requires firms to deliver good outcomes and put consumer needs first.
- Ofcom's 'Fairness for Consumers' commitment ensures consumers are treated fairly throughout their relationship with providers.
- The Civil Aviation Authority (CAA) promotes choice, fair treatment and value for passengers.
- Ofgem's standards of conduct require energy suppliers to act fairly, honestly, appropriately and professionally.

- only require compliance with consumer protection law (excluding any requirement to treat students fairly).

### **Question 1**

We are proposing to replace ongoing condition C1 (Guidance on consumer protection law) with a new ongoing condition C6 that would require a provider to 'treat students fairly'. To what extent do you support this proposal?

- Strongly support
- Support
- Neither support nor oppose
- Oppose
- Strongly oppose

Please provide any comments you wish to share to explain your response.

## Proposal 2: Establish principles and requirements that are consistent with treating students fairly

### What are we proposing?

We propose to support the overarching requirement to treat students fairly with:

- principles that are consistent with treating students fairly
- specific requirements that a provider must comply with to treat students fairly.

41. As part of the proposed overarching requirement to treat students fairly, we are suggesting that a provider would need to act in accordance with the following principles:
  - promote students' understanding of their consumer rights
  - deliver the provider's commitments relating to higher education and ancillary services
  - proactively identify and plan for risks that could affect the delivery of higher education and ancillary services, and act early if those risks materialise
  - enable students to access timely, clear and effective advice to navigate complaints handling and redress processes
  - act in good faith
  - deliver higher education and ancillary services with reasonable care and skill.
42. These principles are grounded in consumer protection law, draw on our regulatory experience and similar principles of fairness used by other sector regulators.
43. We propose that the new condition should also include specific requirements that a provider must comply with, to treat students fairly. These would include positive requirements (things a provider must always do) and negative requirements (things a provider must never do).
44. Our proposed positive requirements focus on the clear, accurate and comprehensive provision of information to students.
45. Our proposed negative requirements largely mirror the requirements in the 'OfS prohibited behaviours list' that applies to providers seeking registration under initial condition C5.<sup>26</sup> The list, as drafted, covers behaviours in relation to the following:
  - key documents (for example, a provider's terms and conditions and other relevant policies and processes)
  - conduct and omissions (for example, information a provider publishes and its marketing practices)
  - course change policies

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<sup>26</sup> OfS, '[OfS prohibited behaviours list](#)', 2025. We are proposing that requirements in the current prohibited behaviours list related to 'clarity and legibility of information' would instead be covered under a proposed new provision related to 'clarity and accuracy of information'.

- complaints processes
  - refund and compensation policies
  - fake reviews.
46. In addition to the behaviours set out in the OfS prohibited behaviours list, we propose that we would also consider aggressive commercial practices to be unfair.
47. The proposed positive and negative requirements broadly reflect relevant existing provisions of consumer protection law,<sup>27</sup> and guidance for higher education providers published by the CMA.<sup>28</sup> Our initial view is that drawing on legislation (and related guidance) in this way means that a provider should already be aware of many of the negative and positive requirements we are proposing.
48. For those providers that are already in compliance with the law and guidance, complying with our proposals (including the principles) should be relatively straightforward. However, we anticipate that the overarching obligation to treat students fairly will necessitate a cultural shift in the sector as we will require providers to consider the overall effect of their arrangements on students as a whole and for specific groups of students.
49. Proposal 2 would be implemented by provisions C6.4 and C6.5 of the draft condition, which set out:
- principles of fairness (C6.4a – d)
  - positive requirements related to the OfS information requirements list (C6.4e)
  - negative requirements related to the OfS prohibited behaviours list (C6.5a)
  - negative requirements related to aggressive commercial practices (C6.5b).
50. We welcome feedback on the relevant parts of the condition (C6.4 and C6.5) and on the associated guidance, both of which are at Annex C. We also welcome feedback on the OfS information requirements list and OfS prohibited behaviours list, both of which are at Annex D.

## Why are we making this proposal?

51. The inclusion of the principles is designed to give providers clarity on the outcomes they should aim for when treating students fairly. We believe this will support senior leadership teams to make any necessary cultural changes, ensuring that students' interests meaningfully inform their decisions and that providers take a proactive role in helping students understand their consumer rights. In our view, a broader duty to treat students fairly – combined with these positive principles – is more likely to drive meaningful cultural change than relying solely on a list of prohibited behaviours, which risks encouraging a 'tick box' approach to compliance.

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<sup>27</sup> For the avoidance of doubt, our proposal is that any judgments made in relation to the proposed new condition (C6) would be regulatory judgments, not consumer protection law findings.

<sup>28</sup> Unless stated otherwise, 'CMA guidance' in this document refers to Gov.UK, '[Higher education: consumer law advice for providers](#)', May 2023.

52. From a student’s perspective, the principles can serve as a useful framework to clarify what they should reasonably expect from their higher education provider and how to raise concerns when those expectations are not met. We examine each principle in more detail below.
53. We also consider it is important to prescribe specific requirements in certain areas to give clarity to providers and to ensure alignment with consumer protection law. This will also ensure a consistent baseline of protection for students across a diverse higher education sector.
54. First, we are proposing to specify information requirements to improve quality and consistency of information across the higher education sector (we refer to these below as ‘positive requirements’). This is because the information that applicants and students receive from a provider (or agents acting on its behalf) influences and supports their decision making. They should consistently receive clear, accurate and comprehensive information, and we think this is not always happening in practice (see Proposal 1, paragraph 29).
55. Second, we are proposing to specify behaviours that are, in our view, clearly inconsistent with treating students fairly (we refer to these below as ‘negative requirements’). Our initial view is that setting out behaviours that we will always consider to be unfair will provide clarity about our ‘red lines’ (our strict, non-negotiable requirements). We think this will benefit providers and students. Providers will understand our regulatory expectations and should operate in compliance with them. Students will be able to hold their providers to account where they see behaviour that falls short of our expectations.
56. Both the positive and negative requirements we are proposing broadly reflect key elements of existing consumer protection law and CMA guidance adapted to the higher education context. However, our proposed requirements differ from (and in some cases extend beyond) consumer protection law in places to:
- support a best practice approach; and
  - address the power imbalance between students and providers (see Proposal 1, paragraph 27).
57. We have identified below, in the detail of the proposal, where our proposed requirements would go beyond existing legal requirements and the reasons for this (paragraph 83, Table 1 and paragraph 94, Table 2).
58. We have also highlighted in Tables 1 and 2 where we have drawn on specific aspects of CMA guidance in drafting our proposed requirements and the reasons for this.

## **Detail of the proposal**

### **Principles of fairness**

59. We propose to require providers to meet fairness principles. These exemplify the behaviours we would expect from a provider that is treating students fairly. We propose that these principles sit within, and providers must interpret them in light of, the overarching requirement to treat students fairly. When determining how to comply with each principle, the ultimate

question should always be whether the provider's approach results in fair treatment of students.

60. The draft guidance in Annex C, provides more details and illustrative examples for each of these.

### **Promoting students' understanding of their consumer rights**

61. Our experience and the research we have commissioned indicate that many students do not engage with or understand the contracts that they enter into with a provider. Broad surveys of people's behaviour with contracts show that 68 per cent of consumers do not read or fully understand the contracts they sign for certain services.<sup>29</sup> Many students are young and relatively inexperienced as consumers and consequently their understanding of contractual terms, complaints processes and redress mechanisms is likely to vary widely. Further, some characteristics – such as socioeconomic background – may limit the ability of specific student groups to engage with their consumer rights or protect their own interests.<sup>30</sup> We expect a provider to take this into account. Recent findings from OfS-commissioned research show that 40 per cent of students said that they did not or could not understand or describe their rights.<sup>31</sup>
62. We do **not** consider that students can be treated fairly if they do not understand what is being offered by a provider, the costs and implications of entering into a contract, or the rights available to them.
63. Under this principle, we propose that we would require a provider to take all reasonable steps to promote students' understanding of their consumer rights.<sup>32</sup>
64. For example, this would mean providing and communicating sufficient information to students that is clear, accurate and comprehensive and to ensure students understand the higher education and ancillary services that are being promised. This would also mean communicating information in a way that all students can understand, at the point that they need it and in a form that genuinely helps their decision making. We would expect a provider to ask itself: 'Have we done enough to promote students' reasonable understanding of the higher education and ancillary services we are offering to make an informed decision based on the information we have provided?'

### **Proactively identifying and planning for risks that could affect the delivery of higher education or ancillary services, and acting early if those risks materialise**

65. Higher education is not a one-off transaction but a long-term commitment, where failure to deliver higher education or ancillary services can have significant negative consequences for students.

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<sup>29</sup> University of Law, '[More than two thirds of people don't read their contracts](#)', March 2024.

<sup>30</sup> Considered by the Student Interest Board at its meeting on 10 February 2026.

<sup>31</sup> OfS, '[OfS explorations: Consumer rights](#)', 2025, paragraph 1.

<sup>32</sup> By 'take all reasonable steps', we mean that a provider must take all steps that are reasonably practicable in the circumstances to achieve the intended outcome, and what a reasonable provider in the sector would do.

66. We propose that we would require a provider to take all reasonable steps to proactively identify and mitigate risks to the delivery of higher education and ancillary services. We would also require a provider to act early if those risks materialise to ensure students are protected from the potentially significant negative impact of failure to deliver these services. Examples of taking all reasonable steps would include:

- ensuring reasonable planning and resourcing for continuity of delivery
- taking proactive steps to mitigate harm once disruption occurs
- offering redress
- providing early warning and communicating clearly with students about the nature and timing of any disruption and providing timely advice so they are not left to navigate disruption alone.<sup>33</sup>

### **Enabling students to access timely, clear and effective advice to navigate complaints handling and redress processes**

67. As set out in paragraph 61, recent student research that we commissioned found that 40 per cent did not or could not understand or describe their rights.<sup>34</sup> Such students are unlikely to be able to exercise their rights by complaining.

68. The same research found that, of those students who had never made a complaint to their provider, 1 in 4 were not confident about how to make one, with 36 per cent citing a lack of time or energy to go through the process. We consider that the inherent power imbalance between a provider and a student means that some students may find it difficult to make a complaint due a student's dependency on a provider for progression, fear of adverse consequences or limited confidence in the decision-maker's independence from the subject matter of the complaint.

69. During our engagement with the OfS's Student Interest Board, students highlighted a need for support to help them better understand and navigate the complaints handling process.<sup>35</sup>

70. This proposed principle aims to ensure that when problems arise, students are informed and able to exercise their consumer rights to complain and engage in a provider's complaints process.

71. To comply with this principle, we would require a provider to take reasonable steps to enable students to access timely, clear and effective advice to navigate complaints handling and redress processes. Reasonable steps would include ensuring students have access to free, independent and confidential advice and support to assist them throughout the process, including offering advice and support to understand how the complaints process works.

### **Delivering the provider's commitments relating to higher education and ancillary services**

72. The decision about where and what to study is a significant choice for students. The principle above would require a provider to provide and communicate information to students that is

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<sup>33</sup> This expectation is already reflected: OfS, '[OfS regulatory statement on industrial action](#)', 2025.

<sup>34</sup> OfS, '[OfS explorations: Consumer rights](#)', 2025.

<sup>35</sup> Student Interest Board, 27 January 2026.

clear, accurate and comprehensive to ensure students understand the higher education and ancillary services that are being promised. It is then incredibly important that a provider delivers in line with the commitments it has made to students. For this reason, we are proposing the inclusion of this principle.

73. During our engagement with students, most identified ‘delivering the provider’s commitments or what was promised’ as among the most important of the fairness principles set out in this section.<sup>36</sup>
74. This principle would require that a provider delivers the higher education and ancillary services in the manner and form it has committed to, unless unavoidable circumstances arise that are caused by factors outside of its control.<sup>37</sup> This principle is caveated to reflect the wording in paragraph 5.37 of the CMA’s guidance on consumer protection law.<sup>38</sup>
75. We propose that a provider’s commitments referenced in this principle include all information given to students by the provider, or a representative acting on its behalf, to encourage students (or anyone with an interest in studying) to study at the provider. We propose that this should include written, verbal or visual information, such as offer letters and contracts, a provider’s website, other marketing materials and statements made by agents or representatives acting on a provider’s behalf.

### **Acting in good faith**

76. In consumer protection law a contract term is considered unfair if, contrary to the requirement of good faith, the term causes a significant imbalance in the consumer’s rights and obligations, to the detriment of the consumer.<sup>39</sup> Given the significant time and investment made by students in their higher education, the inherent imbalance of power that already exists, and the long-term nature of the student-provider relationship, we propose that a provider must act in good faith in all its dealings with students.
77. Examples of acting in good faith would include taking into account students’ interests and avoiding behaviour that misleads or disadvantages students. It would also include avoiding behaviour that takes advantage of the power imbalance in its relationship with students. If things go wrong, a provider should address this promptly through appropriate action, which may include providing compensation.

### **Delivering higher education and ancillary services with reasonable care and skill**

78. To ensure students consistently receive services that meet their reasonable expectations of a higher education provider and are delivered competently and fairly, we propose that the principle of ‘reasonable care and skill’ should underpin the delivery of higher education and ancillary services. This means that we would require a provider to perform its services with the level of care and skill that could reasonably be expected of a higher education provider,

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<sup>36</sup> Student debrief, 27 January 2026.

<sup>37</sup> This is defined in the draft guidance.

<sup>38</sup> Gov.UK, ‘[Higher education: consumer law advice for providers](#)’, May 2023.

<sup>39</sup> Gov.UK, [Consumer Rights Act 2015](#), Section 62(4).

regardless of the eventual outcome for an individual student. Illustrative examples of this include:

- A student may ultimately receive a refund (a positive outcome), but if the process took much longer than the provider's refund policy indicated and required the student to disclose unnecessary personal information, the service would not have been delivered with reasonable care and skill.
- A provider may have a written process for reviewing published information to ensure accuracy, but if staff fail to follow it and a student relies on inaccurate information when choosing a course (a negative outcome), the provider may not have met this standard.

79. To determine whether a provider delivers higher education and ancillary services with reasonable care and skill, we propose to consider the following non-exhaustive factors (explained further in the draft guidance):

- whether a provider follows its own policies and processes, and if not whether any deviations are reasonable in the circumstances
- whether a provider behaves constructively (for example, not creating unreasonable barriers or obstacles)
- whether the provider takes advantage of its authority over students.

80. We consider that our existing quality and standards conditions (B conditions) may be relevant to reasonable care and skill in respect of the subjects taught. For example, where a provider delivers out-of-date course content, this may be relevant to B1 (Academic experience),<sup>40</sup> and where it has insufficient numbers of appropriately qualified staff this may be relevant to B2 (Resources, support and student engagement).<sup>41</sup> Where concerns about 'care and skill' intersect with other OfS conditions of registration, we propose to determine the most appropriate route to address these on a case-by-case basis.

## Requirements of fairness

81. We propose that in addition to the principles above, a provider would also need to comply with specific requirements to treat students fairly under the condition. We propose that these should include positive requirements (things a provider must always do) as well as negative requirements (things a provider must never do).

### Positive requirements

82. We propose that information provided to students must be clear and accurate, and that certain defined information must be provided to students in a comprehensive manner. For the avoidance of doubt, we are proposing that these requirements would apply to the provision of information to students by a provider and by other parties (for example, other providers or agents) acting on its behalf.

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<sup>40</sup> OfS, 'Securing student success: Regulatory framework for higher education in England', last updated November 2022, available at [Regulatory framework for higher education in England - Office for Students](#), see paragraphs 332A to 332U in the PDF document.

<sup>41</sup> OfS, 'Securing student success: Regulatory framework for higher education in England', see paragraphs 332V to 333R

83. We propose to set out these positive requirements in an ‘OfS information requirements list’, which would form part of the condition – see Section 1 of Annex D (‘Proposed OfS list of information requirements and prohibited behaviours’). As set out in Table 1 below, this list broadly reflects certain provisions in consumer protection law and CMA guidance, which we think should support provider compliance, as set out at paragraph 47 to 48. In some cases we are proposing to go beyond existing law and guidance and the table highlights where this is the case and the reasons for this.

**Table 1: Proposed OfS information requirements and corresponding consumer protection law or guidance**

<b>Proposed OfS information requirements list (section)</b>	<b>Consumer protection law and associated guidance</b>
<b>Clarity and accuracy of information</b>	<ul style="list-style-type: none"> <li>DMCCA, s.226 (Misleading actions)<sup>42</sup></li> </ul>
<b>Provision of information:</b> Information to be provided in an invitation to purchase <sup>43</sup>	<ul style="list-style-type: none"> <li>DMCCA, s.230 (Omission of material information from an invitation to purchase)<sup>44</sup></li> <li>CMA guidance, paragraph 4.11 (course-related information likely to be considered ‘material information’ under Consumer Protection from Unfair Trading Regulations, 2008)<sup>45</sup></li> </ul>
<b>Provision of information:</b> Information necessary to make informed decisions	<ul style="list-style-type: none"> <li>DMCCA, s.227 (Misleading omissions)<sup>46</sup></li> </ul>

### Additional detail on our proposed approach

84. We are proposing to introduce requirements that have a different effect compared with similar provisions in consumer protection law in the following ways:

- The Digital Markets, Competition and Consumers Act 2024 (DMCCA) uses negative framing. We are proposing positive requirements, for example, ‘information must be clear’ rather than ‘information must not be unclear’.
- In the DMCCA, misleading actions and misleading omissions are unfair only if they are ‘likely to cause the average consumer to take a transactional decision that the consumer

<sup>42</sup> Gov.UK, ‘[Digital Markets, Competition and Consumers Act 2024](#)’, Section 226.

<sup>43</sup> Invitation to purchase is a concept in consumer protection law that refers to any communication detailing a product’s characteristics and price allowing consumers to make a purchasing decision.

<sup>44</sup> Gov.UK, ‘[Digital Markets, Competition and Consumers Act 2024](#)’, Section 230.

<sup>45</sup> Gov.UK, ‘[Higher education: consumer law advice for providers](#)’, May 2023, paragraph 4.11. CMA guidance provides a list of course-related information that is likely to constitute ‘material information under the CPRs’. While CMA guidance predates the introduction of the DMCCA, we are proposing to reflect the content of paragraph 4.11 in the OfS information requirements list. This is because a) it provides sector-specific guidance to illustrate what is likely to constitute material information; b) it is guidance that providers should already be familiar with and have regard to; c) our initial view is that the information contained in the list is information providers should be making available to students in an invitation to purchase.

<sup>46</sup> Gov.UK, ‘[Digital Markets, Competition and Consumers Act 2024](#)’, Section 227.

would not have taken otherwise as a result of the practice'.<sup>47</sup> We are proposing to decouple requirements about the provision of information from any assessment of the likely impact on a transactional decision. For example, 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.

85. This proposal takes into account the power imbalance that is inherent in the provider-student relationship and information asymmetry that exists. The proposal does this by putting the onus on providers to ensure the information is always clear, comprehensive and accurate, irrespective of the effect on a student's decision to choose a course.
86. This is important because students are often inexperienced consumers who will receive a high volume of information prior to making a decision about a course or provider. Our initial view is that a provider should be striving to provide the best possible information.
87. We consider that good information provision is essential to enable students to make well informed decisions about what and where to study. These decisions carry significant consequences, particularly given the practical and financial challenges associated with switching once a course has started. Yet the nature of higher education means that most students have limited firsthand knowledge or experience of what they are committing to and must rely heavily on the information supplied by the provider. This information asymmetry makes it especially important that providers ensure the information they give to students is clear, accurate and comprehensive.
88. Further, we consider that a student should receive clear and accurate information from their provider throughout their higher education experience. We are therefore proposing that clarity and accuracy requirements (see Annex D<sup>48</sup>) would apply generally to information provided to any prospective, current or former student, as defined in the condition.<sup>49</sup> For example, we consider it is important that a provider communicates clearly and accurately with an individual student about an ongoing complaint or when it is consulting with a group of students about proposed changes to their course. Related policies and processes should be clear and accurate, and a provider's correspondence and communications on related matters, should also be clear and accurate. For the avoidance of doubt, we are **not** proposing that the clarity and accuracy of the academic content of a student's course would be in scope of the requirements.

### Negative requirements

89. We propose to require that a provider (or any third party acting on its behalf) must never engage in certain unfair behaviours. These behaviours would be:
  - those defined in a 'prohibited behaviours list' (see paragraphs 92 to 96 and Table 2 below);

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<sup>47</sup> Gov.UK, '[Digital Markets, Competition and Consumers Act 2024](#)', Section 225(4).

<sup>48</sup> Annex D, Proposed OfS list of information requirements and prohibited behaviours, Section 1: OfS information requirements list, see in particular PB.1a.i, 'ensuring that information provided to students related to higher education and ancillary services is clear, accurate, intelligible, legible and unambiguous'.

<sup>49</sup> See Proposal 3, paragraphs 107 to 113.

- all aggressive commercial practices (see paragraphs 97 to 101 and Table 3 below).

90. As set out in the following paragraphs (and in Table 2 and 3 below), many of the negative requirements we are proposing broadly reflect specific provisions in consumer protection law and aspects of CMA guidance. This includes the content of the OfS prohibited behaviours list (which also forms part of initial condition of registration C5) and the additional prohibition of aggressive commercial practices that we are proposing. As set out at paragraph 47 to 48, our initial view that this will make compliance relatively straightforward.
91. As set out in Table 2, we are proposing prohibited behaviours in relation to course changes and refunds and compensation, which do not specifically reflect provisions in consumer protection law or CMA guidance. We think it is important to include negative requirements in these areas to guard against specific additional risks to students compared with consumers in other sectors, particularly due to the challenges of ‘switching’ courses or providers.

### Prohibited behaviours list

92. We are proposing to include a prohibited behaviours list as part of the condition. We have provided the draft list in Annex D: Proposed OfS list of information requirements and prohibited behaviours (see Section 2). The list was originally created as part of initial condition C5 and we are proposing to apply most of the same provisions for ongoing condition C6.
93. For the avoidance of doubt, we are proposing that the prohibitions set out in the list would apply to the actions and omissions of a provider and other parties (for example, other providers or agents) acting on its behalf.<sup>50</sup>
94. As shown in Table 2, the proposed OfS prohibited behaviours list broadly reflects certain provisions in consumer protection law and related guidance, with some differences. The table highlights where we are proposing a different approach to consumer protection law and associated guidance and the reasons for this.

**Table 2: Proposed OfS prohibited behaviours and corresponding consumer protection law or guidance**

Proposed OfS prohibited behaviours list (section)	Relevant consumer protection law and associated guidance	Additional detail on our proposed approach
PB.2a. Key documents	CRA 2015, schedule 2, ‘Consumer contract terms which may be regarded as unfair’, commonly known as the ‘grey list’ <sup>51</sup>	Contract terms that <b>may</b> be regarded as unfair according to the Consumer Rights Act 2015 (the ‘grey list’) would <b>always</b> be unfair under the OfS prohibited behaviours list. By setting high standards and clear rules for providers, we are aiming to address the power imbalance that exists between students and providers.

<sup>50</sup> Actions may include, for example, including unfair terms and conditions in a student contract. Omissions may include, for example, failing to provide information about additional course costs in a timely way, or at all.

<sup>51</sup> See Gov.UK, [‘Consumer Rights Act 2015 Schedule 2’](#).

Proposed OfS prohibited behaviours list (section)	Relevant consumer protection law and associated guidance	Additional detail on our proposed approach
		<p>We are not proposing to include all elements of schedule 2 of the CRA. We consider it is appropriate to focus on elements of the legislation that we think are most pertinent to the higher education sector. However, this does not mean we are endorsing behaviours that are covered by the legislation but excluded from our proposed list.<sup>52</sup></p> <p>We propose to consider ‘key documents’ beyond those that may ordinarily have contractual effect, giving these prohibitions a wider scope than consumer protection law. Our initial view is that this is appropriate because students may rely on a wider range of documents in practice.</p> <p>We have adapted wording from the legislation, for example, where we consider it is helpful to use sector-specific language.</p>
PB.2b. Descriptions relating to conduct and omissions	DMCCA 2024, schedule 20, ‘Commercial practices which are in all circumstances considered unfair’ <sup>53</sup>	<p>We are not proposing to include all elements of schedule 20 of the DMCCA. We consider it is appropriate to focus on elements of the legislation that we think are most pertinent to the higher education sector. However, this does not mean we are endorsing behaviours which are covered by the legislation but excluded from our proposed list.<sup>54</sup></p> <p>While we have adapted wording from the legislation (for example to use sector-specific language), we consider that the prohibitions we have included have a similar effect as those in schedule 20 of the DMCCA.</p>
PB.2c. The provider’s policies relating to the circumstances in which it may make changes to its courses	Not applicable	The proposed requirements do not map to specific provisions in Schedule 2 to the CRA or Schedule 20 to the DMCCA, however we consider that they are consistent with existing consumer protection law, including the requirements of the DMCCA relating to unfair commercial practices.

<sup>52</sup> We have included a list of the legislative provisions that we are **not** proposing to include in the OfS prohibited behaviours list (see Annex B: Alternative options considered, paragraph 15).

<sup>53</sup> See Gov.UK, ‘[Digital Markets, Competition and Consumers Act 2024](#)’, Schedule 20.

<sup>54</sup> We have included a list of the legislative provisions that we are **not** proposing to include in the OfS prohibited behaviours list (see Annex B: Alternative options considered, paragraph 15).

Proposed OfS prohibited behaviours list (section)	Relevant consumer protection law and associated guidance	Additional detail on our proposed approach
		<p>They also reflect the existing requirements of OfS ongoing condition C3 (Student protection plan)<sup>55</sup>, which we are proposing would be replaced by the requirements of ongoing condition C6 – see Proposal 5.</p> <p>We consider these requirements are important to provide additional protections for students because of the additional challenges of ‘switching’ courses or providers due to the nature of higher education.</p>
PB.2d. The provider’s complaints processes	CMA guidance on complaints handling processes <sup>56</sup>	<p>We are not proposing to replicate the entirety of CMA guidance on complaints handling, but have instead drawn on it to create a smaller number of specific regulatory prohibitions.</p> <p>Separately (and to comply with the requirements of consumer protection law), a provider would need to refer to relevant legislation and the more detailed CMA guidance. A provider would also need to refer to the OIA’s Good Practice Framework<sup>57</sup> to comply with OfS ongoing condition C2 and to meet the requirements of its subscription to the OIA.</p>
PB.2e. The provider’s refund and compensation policies	Not applicable	<p>The proposed requirements do not map to specific provisions in Schedule 2 of the CRA or Schedule 20 of the DMCCA, however we consider they are consistent with existing consumer protection law, including the requirements of the DMCCA relating to unfair commercial practices.</p> <p>We currently require a provider to include information about refunds and compensation in its student protection plan under ongoing condition C3. As set out above under PB.2c, we are proposing that C3 would be replaced by the requirements of ongoing condition C6.</p> <p>Under the proposed requirements it would be considered unfair if a provider’s policies were not clear about the circumstances in which a student would be entitled to a refund or compensation or</p>

<sup>55</sup> OfS, ‘[Regulatory framework for higher education in England](#)’, paragraphs 381 to 396.

<sup>56</sup> See Gov.UK, ‘[Higher education: consumer law advice for providers](#)’, May 2023, in particular Annex A: Checklist summaries of Chapters 4, 5 and 6. While CMA guidance predates the introduction of the DMCCA, the DMCCA does not contain specific provisions related to complaints handling.

<sup>57</sup> OIA, [Good Practice Framework](#).

Proposed OfS prohibited behaviours list (section)	Relevant consumer protection law and associated guidance	Additional detail on our proposed approach
		did not set out clearly its approach to calculating the same. Our initial view is that this is key information that must always be in a provider's refund and compensation policy.
PB.2f. Fake reviews	DMCCA 2024 c.13, schedule 20, 'Commercial Practices which are in all circumstances considered unfair' <sup>58</sup>	While shorter than the similar provision within the DMCCA, the proposed prohibition broadly reflects c.13 of schedule 20 and has a similar effect.

95. The prohibited behaviours list we are proposing for C6 is similar to the list that applies to initial condition C5. However, we are not proposing to apply the 'clarity and legibility' provisions in the prohibited behaviours list for C6. This is because we are instead proposing to incorporate these into the 'clarity and accuracy' requirements of the proposed new information requirements list. As set out above (in Table 1), we consider that framing these requirements positively will encourage a more positive 'best practice' culture.

96. We propose to publish a single OfS prohibited behaviours list that would apply to initial condition C5 and proposed ongoing condition C6, specifying which sections apply to which condition (see Section 2 of Annex D: 'Proposed OfS list of information requirements and prohibited behaviours').<sup>59</sup>

### Aggressive commercial practices

97. We propose that the use of aggressive commercial practices would always be unfair.

98. We propose that a commercial practice would include, but not be limited to, advertising, marketing and recruitment activities and a provider's operation of its complaints handling, refund and compensation processes.

99. We are proposing that aggressive commercial practices would include, but not be limited to, the use of harassment, coercion or undue influence.

100. Specific behaviours related to pressure selling are included in the OfS prohibited behaviours list that is already in force for initial condition C5 (and that we are proposing should form part

<sup>58</sup> Gov.UK, [Digital Markets, Competition and Consumers Act 2024](#), Schedule 20.

<sup>59</sup> In doing so, we propose to amend the ordering and structure of the list that currently applies to initial condition C5. This would be a purely presentational change and would not alter the substance of the requirements that currently apply to providers seeking registration. However, should we make any changes to the substance following this consultation, we propose to reflect such changes in the prohibited behaviours list that applies to C5.

of ongoing condition C6).<sup>60</sup> However, initial condition C5 does not contain the broader requirement related to aggressive commercial practices that we are proposing to introduce for ongoing condition C6. Our initial view is that it is appropriate that an ongoing condition should include a requirement that would allow us to consider aggressive commercial practices more broadly and enable us to take action where we see this.

101. Our proposal broadly reflects similar aggressive practices provisions in the DMCCA, but with some key differences. Table 3 highlights where we are proposing a different approach to the DMCCA and the reasons for this.

**Table 3: DMCCA provision and our proposals on aggressive practices**

DMCCA provision on aggressive practices	Our proposal (including differences compared to the DMCCA)
<p>‘A commercial practice involves an aggressive practice if it uses harassment, coercion or undue influence.’<sup>61</sup></p>	<p>We propose that a provider would <b>not</b> satisfy the requirement to treat students fairly if it (or a third party acting on its behalf) uses ‘any aggressive commercial practices (including but not limited to harassment, coercion, or undue influence)’.</p> <p>For the avoidance of doubt, 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.</p>
<p>‘In determining whether a commercial practice uses harassment, coercion or undue influence, account must be taken of:</p> <p>a. the nature of the practice;</p> <p>b. the timing and location of the practice;</p> <p>c. whether the practice involves the use of any threatening or abusive language or behaviour;</p>	<p>In determining whether a commercial practice is aggressive, we propose to consider the nature of the practice but <b>not</b> the timing and location. We propose that there would be no acceptable time or place to employ an aggressive commercial practice towards a student.</p> <p>We propose that an aggressive commercial practice would include, but not be limited to a practice which:</p> <p>a. involves the use of threatening or abusive language or behaviour</p>

<sup>60</sup> OfS, ‘OfS prohibited behaviours list’, 2025. For example:

- ‘Applying pressure to elicit an immediate decision and deprive students of sufficient opportunity or time to make an informed choice. This includes falsely stating that an offer for services will only be available for a very limited time, or that it will only be available for particular terms for a very limited time.’
- ‘Making persistent and unwanted contact with students (or anyone with an interest in studying at the provider) by telephone, email, social media, or other means. For the avoidance of doubt, this provision is not intended to deter or discourage genuine contact with students where this is necessary, for example, for welfare checks where they have a prolonged period of absence.’

<sup>61</sup> Gov.UK, Digital Markets, Competition and Consumers Act 2024, s228(1).

DMCCA provision on aggressive practices	Our proposal (including differences compared to the DMCCA)
<p>d. whether the practice exploits any vulnerability of a consumer (including any vulnerability of a kind mentioned in <a href="#">section 247(4)</a>);</p> <p>e. whether the practice involves a threat to take action which cannot legally be taken;</p> <p>f. whether the practice requires a consumer to take onerous or disproportionate action in order to exercise rights that the consumer has in relation to a product.<sup>62</sup></p>	<p>b. exploits a particular vulnerability of a student</p> <p>c. involves threatening to take an action which cannot legally be taken</p> <p>d. requires a student to take onerous or disproportionate action to exercise their rights</p>
<p>A commercial practice is unfair under the DMCCA 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'.<sup>63</sup></p>	<p>We are not proposing to qualify 'aggressive commercial practices' with reference to the likely influence on a student's decision making.</p> <p>Our initial view is that an aggressive commercial practice should be considered unfair irrespective of its impact on a student's decision-making. Even if a provider's behaviour is not likely to cause a student to make a different decision, we consider that no student should be subject to aggressive commercial practices by a provider. Our initial view is that this would prevent a provider taking advantage of the existing power imbalance in the relationship.</p>

## Alternative options considered

102. We have considered alternative options to this proposal, which are set out in Annex B. These are to:

- only establish principles and requirements with no overarching requirement to treat students fairly
- only establish principles
- only establish requirements
- only establish negative requirements
- more precisely reflect consumer protection law in our proposed requirements.

<sup>62</sup> Gov.UK, [Digital Markets, Competition and Consumers Act 2024](#), s228(b).

<sup>63</sup> Gov.UK, [Digital Markets, Competition and Consumers Act 2024](#), s225(4)(a).

## **Question 2**

To what extent do you support our proposed approach of reflecting key elements of existing consumer protection law - adapted specifically for the higher education context - within the proposed condition?

- Strongly support
- Support
- Neither support nor oppose
- Oppose
- Strongly oppose

Please provide any comments you wish to share to explain your response.

## **Question 3**

To what extent do you support our proposal to establish a combination of principles and requirements that would be consistent with treating students fairly?

- Strongly support
- Support
- Neither support nor oppose
- Oppose
- Strongly oppose

Please provide any comments you wish to share to explain your response.

## **Question 4**

What are your views on the proposed principles, including any reflections on the individual principles? If there are any other principles you think are important, please include these here.

## **Question 5**

What are your views on proposed positive requirements (the things that a provider must do to treat students fairly), including the information we are proposing to require a provider to give to students as set out in the proposed OfS information requirements list?

## **Question 6**

What are your views on the proposed negative requirements (things that a provider must never do to treat students fairly), including those set out in the OfS prohibited behaviours list?

## Proposal 3: Include all students, higher education and ancillary services in scope of the condition

### What are we proposing?

We propose to include the following within the scope of the condition:

- a provider's relationships with prospective, current and former students
- the offering, marketing and provision of higher education and ancillary services, including by third parties on behalf of the provider.

103. We propose that the condition would apply to:

- All students regardless of mode or level of study and the manner of delivery (for example, education delivered online, face-to-face or a combination of both). This includes prospective, current and former students, as well as students on apprenticeships or other employer-sponsored courses.
- Offering, marketing and provision of higher education and ancillary services, including by a third party on behalf of a provider (and where higher education is delivered to students outside the UK).

104. Proposal 3 relates to provisions C6.1 and C6.2 of the draft condition, which set out the scope of the condition in relation to the above. Where relevant, the proposal also refers to the definitions set out in the draft condition at C6.8.

105. We welcome feedback on the proposed scope and definitions to be used in the condition (C6.1, C6.2 and C6.8) and on the associated guidance, both of which are at Annex C.

### Why are we making this proposal?

106. Paragraphs 107 to 143 explain why we propose to define each element of the condition's scope in the way suggested.

### Detail of the proposal

#### Students

107. We are proposing that the definition of 'students' in the condition would include prospective, current and former students. It would also include students studying as part of their employment. As our proposal for the scope and definition of students is the same as for initial condition C5, our rationale, which we set out below, is largely the same as in our consultation on that condition.

#### Prospective students

108. We propose that a provider's relationship with a prospective student should be in scope from the point that an offer is received. We consider that this is when the provider's actions (or failures to act) have the greatest potential to affect a student.

109. For example, if a provider fails to inform an individual about additional course costs by the point of offer, this omission may influence (and could be decisive in) the individual's decision about whether to accept the offer.
110. Under the proposed definition, 'prospective students' applies only to people who have received an offer and from the point an offer is made. However, we propose that all marketing information available to any individual (including those at a pre-offer stage) should also fall within the scope of this condition (see paragraphs 124 to 125 for further detail on 'information about the provider').<sup>64</sup> A provider cannot determine in advance whether published information will be relied upon by a 'prospective student' (as defined in the condition). As such, and because this information is relevant to ensuring students are treated fairly, a provider must ensure that all pre-offer information complies with the requirements of the condition.

### **Former students**

111. We consider that a provider's responsibilities may not end on the day a student completes their course. We therefore propose that former students should be in scope where a current relationship exists (for example, where a complaint is ongoing).
112. The intended scope of the relationship does not include a provider's ongoing relationship with its alumni. However, we propose that, where an alumnus seeks to access reasonable information related to their previous study, the individual would fall within the scope of 'former student'. This might be the case where an individual requests evidence of their study, such as a degree certificate or transcript. We propose that this would fall within the scope of 'former student' regardless of the lapse of time.

### **Students studying as part of their employment**

113. We propose that all students would be in scope of the condition, no matter who pays their fees or whether their study is employment-related. This includes, but is not limited to, apprenticeship students.
114. This is because all students make a significant investment of time and effort and have similar legitimate expectations, regardless of who makes the tuition fee payments. For example, apprenticeship students and others studying as part of their employment may:
- expect a fair, accessible complaints and redress process, even if they are not entitled to claim or receive a refund of tuition fees.
  - independently contract with a provider for non-academic services (such as use of provider-owned sports facilities) and expect those services to be delivered fairly.

### **Provision of higher education**

115. We are proposing that the provision of higher education should include all modes and methods of delivery and higher education delivered through partnerships in the UK and overseas. As this proposal is the same as for initial condition C5, our rationale (as set out below) is largely the same as in our consultation on that condition.

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<sup>64</sup> This reflects the OfS's existing position for initial condition C5, as set out at: OfS, '[Reforms to OfS registration requirements Part 1: Analysis of consultation responses and decisions for new initial condition C5 – Treating students fairly](#)', 2025, paragraph 90.

## All modes and methods of delivery

116. We propose that the ‘provision of higher education’ should be broad in scope, including all higher education courses, at any level and with any volume of learning (including standalone modules and microcredentials). We propose that this would include face-to-face, distance learning and a combination of both methods. This reflects the approach we have taken to regulating quality and standards through the B conditions of registration.<sup>65</sup>
117. We propose to define the provision of higher education as a ‘service’, whether or not tuition or other fees are charged and whether the education is provided on a ‘for profit’ or a ‘not for profit’ basis. We believe providers should deliver the same level of service to students (and should provide access to appropriate remedies when things go wrong) regardless of the fee arrangement and business model.

## Higher education delivered through partnerships

118. We propose that all higher education delivered ‘by, or on behalf of, a provider’ should be in scope, including all forms of partnerships.
119. This would mean that responsibilities extend to both teaching (delivery) partners and lead providers in subcontractual (franchise) arrangements. In addition, more than one registered provider may be responsible for complying with the condition for the same students. This proposal aligns with our existing regulatory approach under the B conditions,<sup>66</sup> initial condition C5,<sup>67</sup> and our new requirements related to the oversight of subcontractual partnerships.<sup>68</sup>
120. By holding all providers accountable for consumer protection, we aim to ensure all students have clear and consistent information to support their choices about what and where to study and how to pursue complaints or redress if things go wrong.

## Transnational education

121. We consider that all students should be treated fairly no matter where they are studying. As such, we propose that higher education provided ‘by, or on behalf of, a provider’ should include UK-based and non-UK-based students, and courses delivered through partnership arrangements within the UK and internationally.

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<sup>65</sup> OfS, ‘[Securing student success: Regulatory framework for higher education in England](#)’, last updated 2022, see conditions B1, B2, B3, B4, B5, B7 and B8.

<sup>66</sup> Conditions B1, B2, B3, B4, B5, B7 and B8 as referred to above.

<sup>67</sup> OfS, ‘[Securing student success: Regulatory framework for higher education in England](#)’, last updated 2022, see Condition C5: Treating students fairly.

<sup>68</sup> OfS, [Consultation outcomes: New requirements for the oversight of subcontractual arrangements in English higher education](#), 2026.

122. This approach is consistent with our existing position on transnational education.<sup>69</sup> It also reflects the approach we have taken to regulating quality and standards through the B conditions of registration.<sup>70</sup>

### **Offering higher education and providing information**

123. We propose that offering higher education and ancillary services would be in scope of the condition. This is because we think it is important to capture marketing and advertising activities that happen before courses and services are delivered. These activities influence student decision making about which provider (and course) a student applies to and ultimately where they choose to go.

### **Information about the provider**

124. 'Offering' higher education and other services would include a provider's marketing activities and the information it publishes to attract anyone with an interest in studying at the provider (as included in the proposed definition of 'information about the provider').

125. We propose that 'information about the provider' should be broad in scope, to capture any information that applicants and students might rely on. This could include, for example, emails or other forms of communication with individual students, presentations delivered at open days, or any written material distributed or otherwise used to inform communications with students and applicants (for example, scripts for recruitment phone calls).

### **Use of agents**

126. Our initial view is that, where an agent is working on behalf of a provider it would be appropriate to hold the provider accountable for the agent's actions. This is consistent with our approach to the subcontracting of higher education where the OfS holds a registered provider accountable for the quality and standards of provision delivered on its behalf by another provider.<sup>71</sup>

127. We consider a provider should be undertaking due diligence to assure itself that agents operating on its behalf treat students fairly. A provider should influence agent behaviour and intervene where necessary in the interests of students.

128. Our proposal includes any agent working within the UK or internationally, seeking to recruit domestic or international students. We recognise that, where agents operate in other jurisdictions, other legislative and regulatory rules may also apply to them. However, we consider it is appropriate to regulate an English OfS-registered provider, in relation to services delivered on its behalf, wherever these services are delivered.

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<sup>69</sup> We have previously set out that courses are subject to the same regulation whether students are resident in England or elsewhere and this applies across our conditions of registration. OfS, '[Transnational education: Protecting the interests of students taught abroad](#)' (Insight brief #18), 2023.

<sup>70</sup> OfS, '[Securing student success: Regulatory framework for higher education in England](#)', last updated 2022, see conditions B1, B2, B3, B4, B5, B7 and B8.

<sup>71</sup> See also paragraph 119.

129. We are not proposing to hold a provider accountable for:

- the actions of ‘rogue’ agents that claim to be operating on a provider’s behalf without its the permission. Where the position is unclear (and where we are considering further regulatory action), we propose to investigate to establish the facts, including seeking evidence from the provider. In any case, we would also 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.
- services delivered by an agent through a direct arrangement with a student that the provider is not party to.

130. We are aware that other bodies place requirements on providers in respect of agents, including in relation to fraud and the protection of public funding. For example, the government announced in May 2025 that Student Route licence holders will be required to adopt the Agent Quality Framework (AQF).<sup>72</sup> It is our initial view that our regulatory role from a consumer protection perspective does not conflict with the interests of other bodies.

131. Under Proposal 4 (see paragraphs 193 to 197) we would require a provider to publish (and keep up-to-date) a list of agents that work on its behalf. However, we are not proposing any routine reporting to the OfS on the use of agents. Including agents within the scope of the condition would allow the OfS to take action if, for example, third party notifications give rise to concerns about compliance with the proposed condition.<sup>73</sup>

## Provision of ancillary services

### Definition of ancillary services

132. We propose that the provision of services ancillary to higher education would be in scope. We propose to define these as services that are part of a student’s higher education experience. This would include, but not be limited to, the provision of library services, disability support packages, scholarships, accommodation and sports facilities.

133. In proposing this, we recognise that several factors may influence a student’s decision about what and where to study, and their higher education experience once studying. These may include educational and financial support, accommodation and non-academic facilities that are on offer. Where the information provided about ancillary services is unclear or inaccurate, this may affect a student’s choice of provider or course. Where the terms of service are unclear or unfair, this may influence a student’s higher education experience.

134. We are proposing to include an illustrative list of important services in the definition of ‘ancillary services’ in the condition. We propose that this should be non-exhaustive because the services and facilities each provider offers will differ. However, we are **not** proposing to include services and facilities that a provider offers that would **not** reasonably be considered part of the higher education experience (for example, an onsite launderette or coffee shop). Our initial view is that such facilities are unlikely to be central to a student’s decision about what and where to study or have a significant influence on their student experiences.

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<sup>72</sup> See Gov.UK, [Restoring control over the immigration system: white paper](#), last updated 2026.

<sup>73</sup> See OfS, [‘Notifications’](#), last updated 2023.

## Inclusion of accommodation

135. Accommodation is an integral part of the higher education experience for students. In recent polling, 79 per cent of students said they had been promised access to a well-equipped campus, facilities and accommodation but fewer than half thought they had got what they were promised.<sup>74</sup>
136. We therefore propose to include the provision of accommodation to students in the condition, to ensure students are treated fairly.
137. We recognise that most higher education providers offering accommodation are already subject to expectations through the UUK/GuildHE Accommodation Code of Practice,<sup>75</sup> or the ANUK/Unipol Code of Standards.<sup>76</sup> These codes cover some things that are unlikely to fall within the scope of our proposed condition (for example, repairs and maintenance, and health and safety matters). However, there are some areas of overlap, for example, in relation to the marketing of accommodation and provider-student contracts.
138. As set out at paragraph 39 (Proposal 1), we propose to cooperate with other bodies to avoid duplication where possible. We propose that this should include the administrators of relevant codes.
139. We propose to treat a finding of non-compliance with the UUK/GuildHE Accommodation Code of Practice or the ANUK/Unipol Code of Standards as a failure to meet the specific requirements set out in the proposed OfS information requirements list at PB.1a.iii.<sup>77</sup> For the avoidance of doubt, the OfS would **not** seek to determine whether a provider had complied with another body's code. Rather, we would rely on determinations of non-compliance by the relevant code administrator. It would remain for the OfS to determine whether a provider has treated students fairly.
140. We are **not** proposing that a provider would be required to undertake any routine reporting to the OfS on the operation of its accommodation.

## Inclusion of third party services

141. Our initial view is that, where ancillary services are provided on behalf of a provider, it would be appropriate to hold a provider accountable for the third party's actions. It may be appropriate (and beneficial for students) for a provider to contract out certain services to third parties, but it is our initial view that it is right for the provider to retain overall responsibility.
142. It is our initial view that a provider ought to:
- undertake appropriate due diligence in choosing which contractors to work with

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<sup>74</sup> OfS, '[OfS explorations: Consumer rights](#)', 2025, research conducted by Public First, page 7.

<sup>75</sup> UUK/GuildHE, [Accommodation Code of Practice](#).

<sup>76</sup> ANUK/Unipol, [National Code](#).

<sup>77</sup> Under the proposed OfS information requirements list (see Annex D of this consultation), 'the provider must comply with the following requirements relating to the clarity and accuracy of information... 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', PB.1a.iii.

- assure itself that third parties will treat its students fairly
- responsibly oversee fair treatment of students; influence the delivery of third party services, and intervene where necessary in the interests of students.

143. Third party ancillary services are not in scope of the initial condition C5. For ongoing condition C6, we propose to go beyond this by including third party services in scope. This would allow the OfS to hold a provider accountable (and take regulatory action against it) where there is evidence of unfair practices undertaken by a third party acting on its behalf. We think it is appropriate that the scope of the proposed condition is different to the initial condition in this regard. This is because we are more likely to have evidence of whether these activities are effective and resulting in fair treatment of students through our ongoing regulatory activities than at the point in time a provider is seeking registration.

## Alternative options considered

144. We have considered alternative options to this proposal, which are set out in Annex B. These are to:

- exclude prospective and former students from the scope of the condition
- use a narrower definition of prospective students
- focus only on the provision of teaching (and exclude ancillary services from the scope of the condition)
- exclude third party ancillary services from the scope of the condition.

### Question 7

What are your views on our proposal that the condition should apply to all students, including prospective, current and former students (as defined in the condition) and those on apprenticeships or employer-sponsored courses?

### Question 8

What are your views on the inclusion of ancillary services within the scope of the condition? Please explain your views, including whether there are particular ancillary services that should or should not be included.

### Question 9

What are your views on applying the condition to services delivered by third parties on behalf of providers (including ancillary services and services provided by agents)?

## Proposal 4: Require publication of specified documents and information

### What are we proposing?

We propose to require publication of specified documents and information on a single webpage of a provider's website.

145. We propose to include, in ongoing condition C6, a requirement that a provider must publish specified documents (or a collated list of active, publicly accessible links to these) on a single page on its website.
146. We are proposing that the specified documents would be published alongside mandatory standard wording provided by the OfS. We have included the proposed wording at Annex E.
147. As set out in further detail under Proposal 5, we propose that the specified documents would constitute a registered provider's arrangements for student protection. This would replace the need for an approved and published student protection plan, as we currently require for registered providers under ongoing condition of registration C3.
148. The documents covered by our proposal largely mirror those that we require providers applying to register to submit under initial condition C5,<sup>78</sup> with some differences as discussed below. A provider registered under initial condition C5 is already expected to publish these documents on a single page on its website within two weeks of its registration. We are now proposing that we would require all registered providers to publish similar documents.
149. We are proposing that each registered provider would need to submit a declaration confirming it has published the specified documents and standard wording, within a specified time following the introduction of the condition. We have set out our proposal for this under Proposal 6 below.

### Why are we making this proposal?

150. It is important that students have easy access to key information throughout the student lifecycle (before offer acceptance, during their course and after, where relevant). This supports students to understand and assert their rights as consumers, at the point they are making important decisions about what and where to study and if things go wrong after they've taken these decisions. If students struggle to locate important information, this creates a barrier to actively claiming and defending their rights and entitlements. This ultimately leads to frustration and disempowerment and allows information asymmetry between providers and students to persist.
151. As outlined previously, independent research commissioned by the OfS found that only 50 percent of students said that they understood and could describe their rights and entitlements

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<sup>78</sup> This requirement has applied since 28 August 2025 when initial condition C5 (Treating students fairly) came into force. These documents are set out in 'Annex A: Application requirements notice', available at OfS, '[Regulatory advice 3: How to register with the Office for Students. Supporting documents](#)'.

as a student, while 40 per cent said they did not or could not, suggesting a systemic barrier to being able to uphold their rights.<sup>79</sup>

152. CMA guidance already sets out an expectation that higher education providers inform students about important documents prior to signing a contract.<sup>80</sup> However, as students receive large amounts of information at the start of their course, they may overlook policies they do not expect to need. If problems arise later, they may not remember receiving these documents or may find it hard to locate them on provider websites or in old emails.
153. We consider that making key information available as a ‘one stop shop’, on a single webpage (and in a consistent and comparable format across the sector) should improve accessibility and support students to understand and uphold their rights.
154. In publishing its documents, a provider would be making a public statement about the services students should expect to receive. This should help students to hold their provider to account where services are not delivered as promised. This requirement could also help those advising students (such as Citizens Advice, or students’ unions) to support students in finding the information they need to exercise their rights.
155. We consider that a provider’s website is the best place to consolidate key information. OfS-commissioned research indicated that ‘the most likely source of information for students on the topic of their rights was their university website’.<sup>81</sup>

## **Detail of the proposal**

156. We propose that a provider would need to publish, on a single webpage, the following student-facing documents:
  - a. higher education contracts
  - b. any separate contracts that set out terms and conditions for the following ancillary services:
    - i. library services
    - ii. disability support packages
    - iii. scholarships
    - iv. accommodation
    - v. sports facilities
  - c. policy (or policies) related to course changes
  - d. any documents that set out complaints handling processes

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<sup>79</sup> OfS, [OfS explorations: Consumer rights, 2025](#).

<sup>80</sup> Gov.UK, [Consumer law advice for higher education providers](#)

<sup>81</sup> OfS, [OfS explorations: Consumer rights, 2025](#).

- e. refund and compensation policies
  - f. a list of any agents that work on behalf of the provider and information explaining how students can raise any concerns or complaints in relation to these.
157. We consider that the proposed documents represent the minimum a provider needs to manage a consumer relationship with a student. Our initial view is that these documents would set out the key information a student needs to understand their rights and responsibilities and how they should expect to be treated by their provider (including practical information about how pursue a complaint or seek redress if things go wrong).
158. As well as this important information about student rights we would, of course, expect a provider to publish clear, accessible and sufficiently detailed information about its courses and other services elsewhere on its website. We have set this out under our proposals for an OfS information requirements list (see Proposal 2, paragraphs 82 to 88).
159. We propose that a provider would need to publish all the specified documents to satisfy the requirements of Proposal 5, except where stated in paragraphs 160 to 161. The effect of our proposal is that a provider may need to create one or more of the specified documents, where necessary, to satisfy the proposed publication requirement.
160. A provider would **not** be required to publish contracts for the ancillary services specified at paragraph 156b in the following circumstances:
- 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.
161. A provider would **not** be required to publish a list of agents where there are no agents that offer services on its behalf.
162. Our proposal aims to ensure that students have easy access to comprehensive information about their rights, including where responsibilities for students are shared. Responsibilities may be shared:
- a. between providers in relation to academic provision
  - b. between providers and other third parties, for example:
    - i. in the case of apprenticeship or other employer-sponsored provision
    - ii. where a third party delivers ancillary services on behalf of a provider to its students.
163. We have identified below, for each document type, where we think this shared responsibility is most likely to be relevant and what we would expect in these circumstances.
164. Where any of the specified documents are already published in another location on a provider's website, we propose that the 'single webpage' requirement could be satisfied by

publishing links to existing file locations. However, we propose that these links would need to take the reader directly to the specified documents in a single 'click'.

165. We expect a provider may need to update these documents over time. We propose that a provider would need to clearly identify which version of a document applied at any given time by making historical versions available for an appropriate period and being transparent about any changes made. In the draft guidance we have included at Annex C, we propose that 'an appropriate period' would mean 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.

### **Mandatory standard wording supplied by the OfS**

166. We propose that we would require a provider to publish standard wording, alongside its documents. We are proposing that this wording would largely mirror that which providers registered under initial condition C5 are already expected to use, but updated for the purpose of the proposed new publication requirement (see Annex E).
167. For the avoidance of doubt, while we are proposing mandatory standard wording, a provider would still be free to add additional text or visual aids to help explain the documents being published and support students in understanding their rights and responsibilities. A provider would also be able to publish additional documents on its webpage where these would help students to understand their rights and responsibilities.
168. This proposal is intended to ensure students have access to a minimum amount of information about their rights, and the provider's obligations described in an accessible and consistent manner, to mitigate existing information asymmetries. It also aims to reduce inconsistency between providers and strengthen student confidence in the arrangements the provider has put in place to protect students. Information about the role and remit of the OIA and OfS will ensure students are both aware of and understand how to complain to the OIA and raise concerns with the OfS, respectively. This proposal aligns with the proposed principle of promoting students' understanding of their consumer rights.

### **Higher education contracts**

169. The proposal would require publication of any documents that form the higher education contract with its students. As a minimum, this would include the standard terms and conditions for the provision of higher education that are applicable to different groups of students. This would include terms related to any tuition fees and additional costs that would be payable by students. For the avoidance of doubt, the proposal would **not** require a provider to publish the contract that exists with an individually named student. The proposal is concerned with the standard terms and conditions that would apply to the contract.
170. We would require a provider to publish any other documents that constitute the 'higher education contract', regardless of the title given to a particular document by a particular provider. Depending on each provider's context, and the documents which constitute the contract at that provider, this might include, for example, policies, agreements or codes.

171. We would require a provider to publish all higher education contracts that apply to its students, including:
- where the provider is a delivery partner in a subcontractual arrangement (this means all contracts between itself and students, and between the lead provider and students); and
  - where the provider is a lead provider in a subcontractual arrangement (this means all contracts between itself and students, and between the delivery partner and students).
172. All documents should be clearly labelled to set out which courses and students they apply to. A provider working in subcontractual arrangements would need to collaborate with its partners to ensure students have access to clear information about which provider holds responsibility for which aspects of their student experience. Where a provider works in partnership with another provider, we propose that it may provide a link to relevant documents published on the partner provider's website to fulfil this requirement.
173. We are proposing a requirement to publish higher education contracts because we think it is important for students to have easy access (in one location) to all the documents that form the contract with their provider. By improving the visibility of terms and conditions (and other documents with contractual effect) we aim to address the current gaps in students' awareness of their rights and entitlements. We have identified these gaps through the findings of independent research we commissioned (see Executive summary). If students' have easier access to information about their rights, they will be more able to identify if a breach of their rights has occurred and ultimately more able to hold their provider to account. This proposal aligns with the proposed principle of promoting students' understanding of their consumer rights.

### **Ancillary service contracts**

174. We are proposing that providers must publish contracts setting out standard terms and conditions for the provision of ancillary services, where contracts between a provider and its students exist (and are separate to the contract for the provision of higher education). For example, if a provider's library service's terms and conditions are included in its higher education contract, it would not need to create a separate contract for library services.
175. We are proposing this publication requirement because we think improving visibility of terms and conditions (to improve students' understanding of their rights) should extend to the wider student experience. We think it important for students to be able to identify when their rights have been breached in relation to services integral to their higher education experience, but which fall outside the higher education contract. This is in line with our proposed principle of promoting students' understanding of their consumer rights.
176. Further, we propose that this requirement should extend to those ancillary services delivered by third parties on the provider's behalf. This is to ensure that students have as complete a picture as possible about their rights. Therefore, where ancillary services listed at paragraph 156b are delivered by a third party on behalf of a provider, we propose that we would require a provider to publish the standard contractual terms that students would have to agree to with the third party. We propose that a provider could satisfy this requirement by providing a link to the page on the third party's website that hosts applicable terms and conditions.

177. The proposal would **not** require a provider to publish:

- any contract that exists between the provider (or a third party) and an individually named student (the proposal is concerned with standard terms and conditions); or
- any contract between the provider and a third party (the proposal is concerned with standard terms and conditions that apply to students, not to specific terms and conditions that apply to the provider).

178. Providers seeking registration under initial condition C5 are **not** required to submit ancillary service contracts between third parties and students. This means that registered providers would face additional obligations through the proposed publication requirement. We have set out our proposals for the implementation of the publication requirement below. This includes what we would require a newly registered provider to do and when (see Proposal 6, paragraphs 228 to 231 and Table 6).

### **Policies relating to relevant changes**

179. We propose that, for each of the following, a provider would need to 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, or the OfS has varied or revoked the provider's degree awarding powers (DAPs), or 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).

180. A provider would **not**, however, need to include information about its plans if it were to be at risk of fully or substantially ceasing the provision of higher education. As explained below (see Proposal 5, paragraph 201), we can already compel a provider to produce a detailed plan for institutional closure (a 'Market Exit Plan') in these circumstances, under ongoing condition of registration C4 (Student protection directions).

181. We propose that a provider's policies should 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 and other commitments. Where a provider moves its teaching from one geographical location or building to another, there may be a number of accessibility issues, including but not limited to access for disabled students.

182. Where there is shared contractual responsibility for the provision of higher education, we propose that a provider's policies should refer, where relevant, to the roles and responsibilities of other providers or organisations. For example, a teaching provider (delivery partner) in a subcontractual partnership may need to refer to its lead provider. A provider delivering an apprenticeship or other employer-sponsored course may need to refer to the role of a student's employer, according to the terms set out in the contract between the provider and the employer (and between the employer and student).
183. Our initial view is that the proposal to publish policies relating to relevant changes is particularly important considering our further proposal that ongoing condition C6 would replace ongoing condition C3. If C3 did not apply, we would no longer require a registered provider to publish a student protection plan. Without publication of an alternative policy, we think this would leave a gap in published information about protections for students in the event of a significant change to their course.
184. We consider it important that students understand how their provider will respond in a broad range of circumstances. We think that students should have confidence that their provider has plans in place to protect their interests if it needs to make changes. This would provide certainty and reassurance about what they can expect. As with the publication of contracts (including terms and conditions), we think that improved visibility of a provider's plans will help students to identify if their provider does not act in the way that it has promised and hold the provider to account if it does not honour the commitments it has made. This proposal aligns with the proposed principles of promoting students' understanding of their consumer rights.
185. The requirements for the policies set out at paragraph 179 a-f. reflect the existing requirements for providers seeking registration under initial condition C5. However, our proposals for C6 additionally set out circumstances related to:
- variation, revocation or non-extension of DAPs
  - changes to the type of students to be recruited or taught, including loss of a sponsor licence.
186. We did not include these for initial condition C5 as these circumstances would not ordinarily apply to providers before they have registered with the OfS. However, we consider that students (or particular groups of students) studying at providers that hold DAPs or a sponsor licence are more exposed to risks that may affect the continuation and completion of their studies. When studying at these providers, students should be able to understand the additional protections a provider has in place to address these risks.

### **Documents containing complaints handling processes**

187. We propose that a provider's complaints handling processes should address complaints that relate to the offering and provision of higher education and ancillary services, whether through a single process or separate processes. Where a provider has different complaints

handling processes for different services or for different categories of student (for example, for applicants compared with registered or enrolled students), we propose that the provider should publish documents that set out all its processes.

188. Where there is shared contractual responsibility for the provision of higher education, we propose that a provider's process documents should refer, where relevant, to the roles and responsibilities of other providers or organisations for the handling of complaints. For example, a delivery partner in a subcontractual partnership may need to refer to the role of its lead provider. A provider delivering an apprenticeship or other employer-sponsored course may need to refer to the role of the student's employer, according to the terms set out in the contract between the provider and the employer (and between the employer and student), as these relate to complaints handling.

189. We think that students should have easy access to documents setting out complaints handling processes. By publishing these on the same webpage as contracts and course change policies, a student should be able to:

- identify their rights and the provider's commitments
- identify if their rights have been breached or a provider has not delivered on its commitments
- where applicable, see clearly how to raise a complaint.

The proposal to include complaints handling documents in the publication requirement aligns with the proposed principles of promoting students' understanding of their consumer rights and enabling students to access timely clear and effective advice to navigate complaints handling and redress.

## **Refund and compensation policies**

190. We propose that a provider must publish any policy or policies that set out refund and compensation arrangements for students.

191. We recognise that there may be circumstances where a provider may not charge tuition fees to some students for some courses. This may include, for example, where a student's employer pays these fees to the provider, or where students are liable to pay tuition fees to another provider (as may be the case in a subcontractual partnership). However, even in a circumstance where a provider does not charge tuition fees to any students, students may still be liable for other types of fees or payments that the provider charges them directly. We are proposing that the published documents should reflect the entirety of the refund and compensation arrangements are applicable to the provider's responsibilities towards students. It may also be helpful to refer to the responsibilities of third parties where relevant, to support students in understanding how they should pursue any claims.

192. Building on the requirement to publish contracts, course change policies and complaints handling processes, the publication of refund and compensation policies on the same page should allow students to understand the process and rules for financial redress where an issue has occurred and a complaint raised. We recognise that refunds and compensation may not always represent the best or only possible outcome when things go wrong and other forms of redress may be appropriate. However, we think it is important for students to be well informed about a provider's policies for refund and compensation, so they can consider these

alongside other forms of redress that may be appropriate according to their particular circumstances. This proposal aligns with the proposed principles of promoting students' understanding of their consumer rights and enabling students to access timely clear and effective advice to navigate complaints handling and redress processes.

## List of agents

193. The proposed condition holds a provider accountable for the actions of any agent working on its behalf. Proposal 3 (paragraphs 126 to 131) explains our rationale for this. Under Proposal 4, we would require a provider to publish a list of agents working on its behalf, as well as information about how students can raise a concern or complaint about these agents.
194. For the avoidance of doubt, this requirement would not require the disclosure of commercially sensitive information, such as commission rates. To meet this regulatory requirement, a provider would only need to publish information that is necessary for a student to confirm whether an agent is acting on behalf of the provider and to understand how to raise any concerns or complaints. This could include providing a link to any existing page of the provider's website where this information is already available.
195. A provider currently holding a student sponsor licence is already required to provide UK Visas and Immigration (UKVI) with a wider set of information in relation to third parties used to recruit international students.<sup>82</sup> Our initial view is that it should be relatively straightforward for a provider to comply with our proposed requirement by repurposing (and editing as appropriate) existing information.
196. We consider students should be able to verify whether an agent is authorised to represent a provider before engaging their services or when seeking to exercise their consumer rights. Many providers already publish lists of agents they work with; however, this is not universal, especially in relation to domestic agents. Requiring a provider to publish a list of agents (international and domestic) acting on its behalf would give students clarity about these relationships and help them identify appropriate routes for redress if they have concerns (for example, if they consider their consumer rights may have been breached by an agent operating on behalf of a provider). This aligns with the proposed principles of promoting students' understanding of their consumer rights and enabling students to access timely clear and effective advice to navigate complaints handling and redress processes.
197. Although a provider is not required to submit similar information with its application for registration, if we implement this proposal a provider seeking registration under initial condition C5 would need comply with the requirement to publish this information once registered. We have set out our proposals for the implementation of the publication requirement below. This includes what we would require a newly registered provider to do and when (see Proposal 6, paragraphs 228 to 231 and Table 6).

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<sup>82</sup> See 'Sponsorship duties' available at Gov.UK, '[Student sponsor guidance](#)', (version 04/2026), see paragraphs 2.36, 3.24 to 3.31 and 7.2.

## Alternative options considered

198. We have considered alternative options to this proposal which are set out in Annex B. These are:

- not to include a publication requirement
- to exclude contracts between students and third parties from the publication requirement.

### Question 10

What are your views on our proposal that all registered providers should be required to publish specified documents on a single, easily accessible webpage?

You may want to comment on the clarity and appropriateness of the specified documents, and the impact on students or providers.

## Proposal 5: Remove requirements relating to student protection plans

### What are we proposing?

We propose to remove ongoing condition C3 (Student protection plan), with protection for students instead through ongoing condition C4 and new ongoing condition C6.

We also propose, in future, to amend other regulatory guidance that refers to ongoing condition C3, including guidance for providers applying for new degree awarding powers (New DAPs).

If we adopt Proposal 5, in the period between the proposed ongoing condition coming into force and any amendments to regulatory guidance, we propose to consult individually with any provider wishing to apply for New DAPs about appropriate application evidence requirements.

199. We propose to remove ongoing condition C3 (Student protection plan). Currently, C3 requires a provider to produce a student protection plan, setting out its assessment of risks to students' continuation of study and the measures it would deploy where it considers these risks are 'reasonably likely to crystallise'.<sup>83</sup> Condition C3 also states that, if such risks crystallise, a provider must 'take all reasonable steps to implement the provisions of the plan' and inform the OfS.
200. Instead, we propose that students would be protected by a combination of new ongoing condition C6 and existing ongoing condition C4 (Student protection directions), which has been in force since April 2021.
201. If a provider is facing a material risk of institutional closure, we already no longer rely on a provider's student protection plan to ensure that it is taking steps to protect the interests of students. In these circumstances, ongoing condition C4 gives us a more effective tool to act.<sup>84</sup> Using C4, we can issue student protection directions, including requiring a provider to produce and comply with the provisions of a plan for institutional closure (a 'Market Exit Plan').
202. We suggest that the documents we are proposing a provider would need to publish as part of new ongoing condition C6 (see Proposal 4) would together comprise a provider's arrangements for student protection (excluding arrangements in the event of institutional closure). These documents would include a policy (or policies) relating to the provision that will be made for the protection of students in the event that a provider has to make changes

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<sup>83</sup> We approve the plan if we consider it is 'appropriate for [the OfS's] assessment of the regulatory risk presented by the provider and for the risk to continuation of study of all of its students'. A registered provider must publish its approved student protection plan.

<sup>84</sup> In April 2021, we introduced ongoing condition C4 (Student protection directions), which we can use when there is a material risk that a provider will fully or substantially cease the provision of higher education in England. See OfS, '[Regulatory notice 6: Condition C4 – Student protection directions](#)', 2021. Condition C4 applies to all registered providers, except further education bodies (as defined in Chapter 4 of the [Technical and Further Education Act 2017](#), Gov.UK) as these can be subject to the special administration regime in place for further education (detailed in Part 2 chapter 4 of that Act).

to its courses, apart from where it is at risk of fully or substantially ceasing the provision of higher education.<sup>85</sup> Where we consider a provider is at material risk of closure, we would continue to use the provisions in ongoing condition C4 to require it to plan and implement appropriate student protection measures.

203. We also propose, in future, to amend other regulatory guidance that refers to ongoing condition C3.
204. We have specifically considered the impact of Proposal 5 on regulatory guidance for providers that wish to apply for New DAPs. Currently a provider applying for New DAPs has to submit an updated student protection plan for assessment and approval as part of its application.<sup>86</sup> Under Proposal 5, we would no longer require a registered provider to have a student protection plan. This means our proposal would have a consequential effect on the evidence requirements for providers applying for New DAPs.
205. If we adopt Proposal 5, we anticipate that we would need to consult separately on New DAPs evidence requirements. We plan to initiate a wider review of DAPs in the next year and we would review the supporting evidence that is required with a New DAPs application as part of this review.
206. In the interim, we propose that we would consult on appropriate evidence requirements with any provider wishing to apply for New DAPs after we implement the proposed new condition but before our wider review of DAPs has concluded.

## Why are we making this proposal?

207. Where a provider has to make a change to a student's course (including material aspects of the content, the teaching location or the qualification that will be awarded), this can have a detrimental effect on the student.
208. A provider should have plans in place to identify and plan for risks and act early if they materialise (as would be required by the proposed principles set out under Proposal 2). This would minimise the likelihood of changes. However, where changes are necessary, students should have access to clear and transparent information about how their provider will manage these changes, including how it will do so in the interests of students and in a way that minimises detriment.
209. Where a provider is ultimately unable to deliver its commitments and students do not receive what they were promised, providers should give students clear information about how to raise a complaint and pursue redress, including refunds and other financial compensation where appropriate and in the interests of the student.

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<sup>85</sup> Under C6.6b.iii, of the proposed condition (see Annex C) we would require a provider to publish 'a policy (or policies) relating to the circumstances in which the provider may make any **relevant changes**'. 'Relevant changes' are defined at C6.8l and include changes to courses, qualifications, mode of study, teaching location and facilities, course fees and other related fees or charges and types of students to be recruited or taught.

<sup>86</sup> OfS, [Regulatory advice 12: How to apply for degree awarding powers](#), 2018 (operational guidance annexed to this regulatory advice was updated in August 2025).

210. Under ongoing condition C3, a provider's student protection plan must be tailored to the specific circumstances of a provider and designed to mitigate any risks to the continuation of study that the provider considers are reasonably likely to crystallise. It is likely to include minimal information about measures to protect students in relation to risks that it considers less likely to arise. The protections a provider sets out therefore rely on its self-assessment of risks. A provider's student protection plan may not accurately identify relevant risks. This could be due to a provider's optimism biases, oversights or a more deliberate lack of transparency.
211. Even a student protection plan that accurately represents risks at a point in time may quickly become inaccurate in an increasingly changeable environment.<sup>87</sup> We have found that, in practice, the process of updating and reapproving a student protection plan is not always sufficiently dynamic to keep up with the changes we are seeing in the sector at present.
212. Under Proposal 4 (and as described above at paragraph 202), we are proposing that we would require a provider to have and publish a policy (or policies) that set out the provisions it would make to protect students if it has to make any one of a broad range of relevant changes, regardless of the associated level of risk.<sup>88</sup> Unlike the student protection plans required under ongoing condition C3, we are not proposing that these policies would need to include a self-assessment of risks.
213. We consider that decoupling a provider's change policies from its assessment of risks at a point in time will support a more robust approach to student protection, more efficient use of providers' resources, and more comprehensive and consistent information for students.
214. In our experience of working with providers at risk of closure (and of using the provisions in ongoing condition C4), far more detailed planning is necessary in these circumstances than is possible when undertaken on a hypothetical basis under the requirements of ongoing condition C3. For this reason, we are not proposing that a provider's course change policies would need to cover the circumstances in which it is at risk of fully or substantially ceasing the provision of higher education and we are not proposing that these matters would be in scope of ongoing condition C6.

## Detail of the proposal

215. Table 4 compares the requirements relating to the content of a student protection plan (ongoing condition C3) and the documents we would require a provider to have and publish under proposed ongoing condition C6 (as set out under Proposal 4).

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<sup>87</sup> For example, there are increased risks to financial sustainability in the higher education sector compared to 2018 when we introduced ongoing condition C3. See OfS, '[Financial sustainability of higher education providers in England: 2025](#)', May 2025.

<sup>88</sup> Under C6.6b.iii, of the proposed condition (see Annex C) we would require a provider to publish 'a policy (or policies) relating to provision that will be made for the protection of students in the event that it has to make any **relevant changes**'. Relevant changes are defined at C6.8l and include changes to courses, qualifications, mode of study, teaching location and facilities, course fees and other related fees or charges and types of student to be recruited or taught.

**Table 4: Comparison of student protection plan requirements (C3) and proposed publication requirements (C6)**

Ongoing condition C3: Student protection plan requirements	Proposed ongoing condition C6: proposed requirements related to publication (as set out under Proposal 4)
<p>Provider undertakes self-assessment of the risks to continuation of study for its students, including likelihood and severity.</p> <p>For risks that the provider considers reasonably likely to crystallise, the plan should set out:</p> <ul style="list-style-type: none"> <li>• Mitigations that are in place to respond to risks, should they crystallise.</li> <li>• Steps the provider will take to ensure that mitigations are fair and reasonable for students, taking into account the diversity of students and their needs.</li> </ul>	<p>No requirement to publish a self-assessment of risks.</p> <p>However, as part of the requirement to treat students fairly, we would still require a provider to proactively identify and plan for risks that could affect the delivery of higher education or ancillary services, and act early if those risks materialise (See Proposal 2, Principles of fairness, paragraphs 65 to 66).</p>
<p>Range of risks for a provider to include in its self-assessment:</p> <ul style="list-style-type: none"> <li>• The provider as a whole is no longer able to operate or no longer intends to operate.</li> <li>• The provider is no longer able to award the qualifications for which its students are registered because the OfS has varied or revoked the provider’s DAPs, or a validating partner has withdrawn validation.</li> <li>• One or more of the locations at which the provider delivers courses to students is no longer available.</li> <li>• The provider is no longer able to deliver courses to students in one or more subject areas and/or departments.</li> <li>• The provider is no longer able to deliver one or more courses to students, particularly if course closures are likely in the next three years.</li> <li>• The provider is no longer able to deliver material components of one or more courses, particularly if there are areas of vulnerability, such as single person dependencies for teaching.</li> <li>• The provider is no longer able to deliver one or more modes of study to students, particularly if withdrawal of a mode of study is likely.</li> </ul>	<p>Requirement to publish a policy (or policies) relating to the provision that will be made for the protection of students in the event that the provider has to make any relevant changes.</p> <p>‘Relevant changes’ defined as changes to:</p> <ul style="list-style-type: none"> <li>• courses (including changes to material components or content of a course, changes to subjects offered and course closure)</li> <li>• qualifications to be awarded (including circumstances where a validating partner has withdrawn validation or the OfS has varied or revoked the provider’s DAPs or not extended the award beyond any relevant probationary period)</li> <li>• 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)</li> <li>• 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)</li> <li>• course fees and other related fees or charges (for example, additional fees to resit exams)</li> </ul>

Ongoing condition C3: Student protection plan requirements	Proposed ongoing condition C6: proposed requirements related to publication (as set out under Proposal 4)
<ul style="list-style-type: none"> <li>The provider is no longer able to recruit or teach a particular type of student.</li> </ul>	<ul style="list-style-type: none"> <li>types of student to be recruited or taught (including where a provider loses a student sponsor licence which means it is unable to recruit or honour commitments to international students).</li> </ul> <p>'Relevant changes' would <b>not</b> include:</p> <ul style="list-style-type: none"> <li>Circumstances in which the provider as a whole is no longer able to operate, or no longer intends to operate. Where the OfS assesses that there is a material risk of institutional closure, we would continue to use the provisions of ongoing condition C4 (Student protection directions).</li> </ul>
<p>Plan should include information about the provider's refund and compensation policy.</p>	<p>Requirement to publish:</p> <ul style="list-style-type: none"> <li>A policy (or policies) that set out the terms for refund and compensation for students.</li> </ul>
<p>N/A</p>	<p>Requirement to publish:</p> <ul style="list-style-type: none"> <li>higher education contracts.</li> <li>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 specified ancillary services</li> <li>documents containing complaints handling processes, including any which provide for different processes for different categories of students</li> <li>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.</li> </ul>

216. Our initial view is that proposed policies related to 'relevant changes' would cover the key risks to continuation of study for students. As set out in Table 4 above, the list of 'relevant changes' that must be included in these policies is closely aligned with the list of 'risks' that a provider must assess in its student protection plan. The key difference is that a provider would need to set out clear plans for how it would ensure its students are protected if **any** of the 'relevant changes' occur, rather than only those that a provider considers are 'reasonably

likely to crystallise'. We therefore consider that the proposed policies provide an enhanced replacement for the student protection plan, when taken together with existing protections under ongoing condition C4 (and considering the challenge of maintaining accurate and up-to-date published information about risk, as described above at paragraphs 210 to 211).

217. As shown in Table 4, some of the proposed requirements do not directly correspond to (and go beyond) current C3 student protection plan requirements. However, our initial view is that these documents are, in any case, essential to students in understanding their rights and responsibilities in all areas of their student experience, as described under Proposal 4 and relevant to our objectives for a new ongoing condition, as set out under Proposal 1. Furthermore, our initial view is that, collectively, the documents listed in Table 4 provide better support to students when risks to their study crystallise. This is because they help students to understand their rights and how to complain and seek redress when things go wrong. We therefore think that the documents in Table 4 provide more useful and practical information for students than current C3 student protection plans.
218. We are not proposing that any of the documents listed in the table above would need to be approved by the OfS. Compared with ongoing condition C3, which requires a provider to publish an approved student protection plan, this would represent a more efficient, effective and economic use of provider and OfS resources. A provider would be able to update relevant policies whenever necessary, providing more up-to-date and accurate information, which would be more beneficial to students. While we are not proposing to 'approve' any of the provider's documents, the content of these documents would, of course, still be relevant to our assessment of whether a provider treats students fairly.
219. If we adopt Proposal 5, there will be a consequential effect on other regulatory guidance that refers to ongoing condition C3 and we propose to amend relevant guidance in future.
220. We anticipate that we will need to make changes to the evidence requirements for a New DAPs application, as these currently require submission of an updated C3 student protection plan. As we intend to undertake a wider review of DAPs, we would consider, as part of this planned review, the evidence requirements for a New DAPs application. In the interim, we propose that we would consult individually with any provider wishing to apply for New DAPs, regarding appropriate evidence requirements.

## **Alternative options considered**

221. We have considered an alternative option to this proposal, which is set out in Annex B. This is to continue to impose ongoing condition C3 alongside proposed ongoing condition C6.

### **Question 11**

We are proposing that we should remove ongoing condition C3 and instead protect students through the proposed requirements of ongoing condition C6 as well as existing ongoing condition C4. Do you support this proposal?

- Yes
- No

Please explain your answer, giving specific reasons and including any alternative approaches you would like us to consider.

## Proposal 6: Take a phased approach to implementation

### What are we proposing?

We propose that:

- the requirement to treat students fairly would come into force immediately upon publication of the outcomes of this consultation
- the requirement relating to publication would come into force three months later

222. We propose to adopt a phased approach to implementation of the condition:

- All aspects of the requirement to treat students fairly (as set out in Proposals 1 and 2) would come into force immediately upon publication of the outcomes of this consultation. This is likely to be in autumn 2026.
- All aspects of the requirement relating to publication (as set out in Proposal 4) would come into force three months after the date of the publication of the final outcomes of this consultation.

### Why are we making this proposal?

223. We want to establish a clear and shared understanding of fairness in the higher education sector, in the interests of students, as quickly as possible. Subject to the outcome of the other proposals in this consultation, we are therefore proposing that we would require a registered provider to ‘treat students fairly’ immediately upon publication of our final decision.

224. However, we recognise that a provider may need time to review, amend and develop the written documents that we would require it to publish under the condition, to ensure these are compliant with the requirement to treat students fairly. This may include amendments to existing documents (including standard contractual terms and conditions) that apply to its current students or that have already been shared with prospective students. Where this is the case, any amendments would need to result in beneficial changes for students: we would not expect a provider to make any changes that reduce a student’s rights or entitlements. In all cases, we would expect a provider to consult with students about any proposed changes to documents that affect them, clearly explaining the effect of the changes.

225. Given that providers will need time to undertake this process, we are proposing that the publication requirement would take effect three months after the date that we publish our final decisions. Our initial view is that this should allow a provider sufficient time to consult with students and follow internal oversight and sign-off processes. We recognise that some providers may have more work to do than others to develop compliant documentation. We would therefore provide support and advice to providers within the three-month period.

226. We consider it is important that students are immediately protected by the requirement to treat students fairly. However, we acknowledge that some aspects of this requirement are closely linked to the content of the documents that we propose requiring a registered provider to publish three months later. For example, the majority of the provisions in the proposed OfS prohibited behaviours requirements list (see Annex D) relate to a provider’s key documents,

including its terms and conditions, course change policies, documents containing complaints handling processes, and refund and compensation policies. We recognise that a provider may need to time to review, revise and develop its written documents and we therefore propose to take this into account when considering regulatory action in relation to the requirement to treat students fairly during this period.

## Detail of the proposal

227. Subject to the responses received to this consultation, we propose that we will publish the new ongoing condition alongside our final decision.

**Table 5: Proposed dates when the requirements of the condition would come into force**

Requirement	Proposed date the requirement would come into force
Requirement to treat students fairly, including: <ul style="list-style-type: none"> <li>the overarching requirement to treat students fairly (C6.3)</li> <li>the specified principles (C6.4a – d)</li> <li>the OfS information requirements list (C6.4e)</li> <li>the OfS prohibited behaviours list (C6.5a)</li> <li>requirements related to aggressive commercial practices (C6.5b).</li> </ul>	With immediate effect from the date of publication of the final outcomes of this consultation. <sup>89</sup>
Requirement relating to publication, including: <ul style="list-style-type: none"> <li>the requirement to maintain a single webpage (C6.6)</li> <li>the requirement to have a clear and easy to understand statement about the single webpage in promotional materials (C6.7).</li> </ul>	Three months after the date of publication of the final outcomes of this consultation.

228. The effect of our proposal is that, for a provider registered **on or after** the date that the additional three-month period has elapsed, all aspects of the condition would come into force for that provider on the date it is registered. This would include:

- all aspects of the requirement to treat students fairly
- all aspects of the requirement relating to publication.

229. However, where a provider is registered **during** the additional three-month period:

- all aspects of the requirement to treat students fairly would come into force for that provider on the date it is registered

<sup>89</sup> As set out in Proposals 1 and 2, there is a substantial overlap in our proposed requirement to treat students fairly with the requirements of consumer protection law. A provider may satisfy the condition without fully satisfying its legal obligations in relation to consumer protection law. A provider could therefore face consumer law action even if it satisfies the proposed requirement to treat students fairly.

- all aspects of the requirement relating to publication would come into force on the same date as for an existing registered provider, in other words, three months from the date of publication of the final outcomes of this consultation.

230. We have set out some illustrative examples in Table 6.

**Table 6: Proposed dates when the requirement relating to publication would come into force for a provider that is not yet registered**

Date of registration	Proposed dates when the requirement relating to publication would come into force
One month after the publication of the final outcomes of this consultation	Two months after the date the provider is registered
Two months after the publication of the final outcomes of this consultation	One month after the provider is registered
Three months (or more) after the publication of the final outcomes of this consultation	Immediately from the date of the provider is registered

231. We are proposing this approach because we would expect a provider that is not yet registered to stay up-to-date with changes to ongoing conditions and take active steps in preparation for compliance from day one of its registration. A provider that is not yet registered would therefore have the same amount of time (three months) as a registered provider to prepare to comply with the requirement related to publication, albeit that it would need to take preparatory actions before registration. We note that a provider must prepare to comply with other ongoing conditions of registration immediately upon registration.

232. We are proposing we would require each registered provider to submit a declaration confirming the location of the single webpage to satisfy the publication requirement. We would require submission of this declaration:

- on or before the date the publication requirement came into force for any provider that is already registered or that is registered before the additional three-month period has elapsed
- within two weeks of the date of registration for any provider that is registered after the additional three-month period has elapsed.

233. After the requirement relating to publication comes into force, we would expect a provider's documents to be in full compliance with the requirements of the condition.

234. We may consider random sampling of providers' websites and published documents, including undertaking a thematic review to identify good and poor practice across the sector and publishing outcomes of this review.

## Alternative options considered

235. We have considered alternative options, which can be found in Annex B. These are to:

- allow providers a shorter or longer time to comply with the requirement relating to publication
- differentiate between providers that will register, in future, under initial condition C1 and C3, and those that will register under initial condition C5.<sup>90</sup>

### Question 12

We are proposing that the requirement to treat students fairly would come into immediate effect, but a provider would have longer to comply with the requirements relating to publication

To what extent do you think this approach is reasonable? Please give reasons for your answer.

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<sup>90</sup> A provider that made an application for registration before 28 August 2025 (and which was live as of 27 August 2025) will be registered following assessment under initial conditions C1 and C3. A provider that made (or makes) an application for registration on or after 28 August 2025 will be registered following assessment under initial condition C5. For further information, see OfS, [Notice of determination of initial and general ongoing conditions of registration](#), 2025.

# Annex A: List of consultation questions

## Proposal 1: Introduce a new ongoing condition requiring fair treatment of students

1. We are proposing to replace ongoing condition C1 (Guidance on consumer protection law) with a new ongoing condition C6 that would require a provider to 'treat students fairly'. To what extent do you support this proposal?

- Strongly support
- Support
- Neither support nor oppose
- Oppose
- Strongly oppose

Please provide any comments you wish to share to explain your response.

## Proposal 2: Establish principles and requirements that are consistent with treating students fairly

2. To what extent do you support our proposed approach of reflecting key elements of existing consumer protection law – adapted specifically for the higher education context – within the proposed condition?

- Strongly support
- Support
- Neither support nor oppose
- Oppose
- Strongly oppose

Please provide any comments you wish to share to explain your response

3. To what extent do you support our proposal to establish a combination of principles and requirements that would be consistent with treating students fairly?

- Strongly support
- Support
- Neither support nor oppose
- Oppose
- Strongly oppose

Please provide any comments you wish to share to explain your response.

4. What are your views on the proposed principles, including any reflections on the individual principles? If there are any other principles you think are important, please include these here.
5. What are your views on the proposed positive requirements (the things that a provider must do to treat students fairly), including the information we are proposing to require a provider to give to students as set out in the proposed OfS information requirements list?
6. What are your views on the proposed negative requirements (things that a provider must never do to treat students fairly), including those set out in the OfS prohibited behaviours list?

### **Proposal 3: Include all students, higher education and ancillary services in scope of the condition**

7. What are your views on our proposal that the condition should apply to all students, including prospective, current and former students (as defined in the condition) and those on apprenticeships or employer-sponsored courses?
8. What are your views on the inclusion of ancillary services within the scope of the condition? Please explain your views, including whether there are particular ancillary services that should or should not be included.
9. What are your views on applying the condition to services delivered by third parties on behalf of providers (including ancillary services and services provided by agents)?

### **Proposal 4: Require publication of specified documents and information**

10. What are your views on our proposal that all registered providers should be required to publish specified documents on a single, easily accessible webpage?

You may want to comment on the clarity and appropriateness of the specified documents, and the impact on students or providers.

### **Proposal 5: Remove requirements relating to student protection plans**

11. We are proposing that we should remove ongoing condition C3 and instead protect students through the proposed requirements of ongoing condition C6 as well as existing ongoing condition C4. Do you support this proposal?

- Yes
- No

Please explain your answer, giving specific reasons and including any alternative approaches you would like us to consider.

### **Proposal 6: Take a phased approach to implementation**

12. We are proposing that the requirement to treat students fairly would come into immediate effect, but a provider would have longer to comply with the requirements relating to publication. To what extent do you think this approach is reasonable? Please give reasons for your answer.

## Additional questions

13. Please share any comments or feedback you have on proposed ongoing condition C6: Treating students fairly, as drafted in Annex C.
14. How clear and helpful is the guidance to the condition as drafted in Annex C? If any elements of the draft guidance are unclear or could be more helpful, please specify which elements and provide reasons.
15. Are there aspects of the proposals you found were unclear? If so, please specify which, and tell us why.
16. In your view, are there ways in which the objectives of this consultation (as set out in the introduction to this consultation) could be delivered more efficiently or effectively than what we propose here?
17. Do you have any comments about the potential impact of these proposals on individuals on the basis of their protected characteristics under equality legislation (see [Protected characteristics | EHRC](#) for a list of protected characteristics)?
18. Do you foresee any unintended consequences resulting from the proposals in this consultation? If so, please indicate what you think these are and the reasons for your view.

# Annex B: Alternative options considered

1. We welcome views on these alternative options alongside comments on the proposals we have set out.

## Proposal 1: Introduce a new ongoing condition to replace ongoing condition C1

### Retain existing ongoing condition C1

2. We have considered whether we could retain the current condition. Our initial view is that it is not effective for the reasons set out in Proposal 1.
3. We recognise that introducing new requirements will lead to additional effort for providers in understanding and implementing new requirements. However, when taken together with Proposal 5 which would remove the requirements of ongoing C3, we think our proposals represent a more streamlined approach when compared with current requirements. Importantly we think our proposals will also result in more effective protection for students.

### Require compliance with the law only

4. We have considered a requirement that replicates consumer protection law, and does not set any regulatory requirement to treat students fairly but instead concentrates on prohibited behaviours. We have considered whether this might represent a more straightforward requirement, as a registered provider should already be complying with the law.
5. Our initial view is that a condition that focuses strictly on consumer protection law may lose the spirit and simplicity of what is fair for students and may not capture all behaviours that are unfair in the higher education context based on our regulatory experience and feedback from students. Our initial view is that the proposal we are putting forward is necessary to address the sector-specific challenges that students face. These include:
  - the one-off, high stakes decision by students to ‘purchase’ where, if things go wrong, the impact on students is significant
  - the long-term and ongoing relationship between the student and provider, where the value of the higher education service is only realised once the student has graduated
  - the imbalance of power and information asymmetry that exists in favour of providers, particularly as many students are inexperienced as consumers of higher education.
6. Consumer protection law is clear about minimum expectations and certain about what is prohibited. Students may seek redress through the courts when harm occurs. However, our initial view is that it is preferable to ensure the behaviours that could lead to harm are avoided in the first place.
7. Consumer protection law on its own will not be enough to change the sector’s culture. We need a proactive approach of continuous improvement so that providers treat students fairly and help students understand their rights, which should in turn drive further improvements.

## **Proposal 2: Establish principles and requirements of fairness**

### **Only establish principles and requirements with no overarching requirement to treat students fairly**

8. We have considered whether the principles and requirements should stand alone without an overarching requirement to treat students fairly. However, we consider that the overarching requirement sets a clear outcome-focused standard of behaviour that applies across all aspects of a provider's relationship with students. This is important because it creates a clear benchmark for how behaviours are assessed – even where principles and requirements may not cover every scenario.

### **Only establish principles**

9. We have considered whether fairness could be described only through principles. This would support institutional autonomy and allow providers flexibility to determine for themselves how to ensure fair treatment of students. We think it is important to set specific requirements to ensure a consistent baseline of protection for students across a diverse sector, particularly given the sector-specific challenges set out above. Our initial view is that principles alone would not provide sufficient protection for students.

### **Only establish requirements**

10. We have also considered whether rules alone would be sufficient to achieve our aims. A rules-based approach might be simpler for providers to understand and implement and therefore result in less burden. However, this creates a narrower obligation and a more restricted view of fair treatment.
11. Our initial view is that the proposed principles would work together with the requirements to ensure providers adopt a proactive culture of continuous improvement and best practice that would ensure students are treated fairly. This will improve trust and confidence in the sector.

### **Only establish negative requirements**

12. Initial condition C5 came into effect for new providers seeking registration from 28 August 2025. It focuses on the prohibition of specific behaviours and we have considered whether it would be appropriate to mirror this approach in the proposed ongoing condition.
13. An ongoing condition only focused on negative (or 'prohibited') behaviours would allow us to identify and tackle some poor treatment of students on an ongoing basis which would be beneficial for students. However, we think that requiring providers to proactively give students clear, accurate and specific information will reduce information gaps and help students make informed choices about which course to study and which provider to choose.
14. Our initial view is that negative requirements alone, would not be sufficient to promote higher standards of consumer protection across students' end-to-end experience, from pre-application and decision making, offer and acceptance, and delivery of higher education to graduation.

## More precisely reflect consumer protection law in our proposed requirements

15. While we have broadly reflected existing consumer protection law and related CMA guidance, our proposed requirements go beyond consumer law. We have considered more precisely reflecting consumer protection law in our requirements in a number of ways. These include:

- Maintaining the provisions of schedule 2 of the CRA 2015 ('contract terms which may be regarded as unfair') as a 'grey list' rather than including these as strict prohibitions.
- Prohibiting aggressive commercial practices only where they are 'likely to cause a student to take a different transactional decision'. This would be more closely aligned with 'aggressive practices' provisions in the DMCCA 2024.<sup>91</sup>
- Including caveats to 'provision of information' requirements. For example, requiring that a provider provides information that is clear, accurate, intelligible, legible and unambiguous 'where failure to do so is likely to cause a student to take a different decision'. This would be more closely aligned with provisions related to 'misleading actions' and 'misleading omissions' in the DMCCA.<sup>92</sup>
- Expanding the proposed OfS prohibited behaviours list to include all provisions from:
  - Schedule 2 of the CRA ('Contract terms which may be regarded as unfair')<sup>93</sup>

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<sup>91</sup> An aggressive commercial practice is unfair under the Digital Markets, Competition and Consumers Act (DMCCA) 2024 if 'it 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', Digital Markets, Competition and Consumers Act 2024, s225(4)

<sup>92</sup> Under the DMCCA, 'misleading actions' and 'misleading omissions' are unfair where 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', Digital Markets, Competition and Consumers Act 2024, s225(4)

<sup>93</sup> These are:

- i. A term which has the object or effect of excluding or limiting the trader's liability in the event of the death of or personal injury to the consumer resulting from an act or omission of the trader or someone acting for or on behalf of the trader.
- ii. A term which has the object or effect of enabling the trader to terminate a contract of indeterminate duration without reasonable notice except where there are serious grounds for doing so.

- Schedule 20 of the DMCCA ('Commercial Practices which are in all circumstances considered unfair')<sup>94</sup>

16. Our proposals aim to rebalance the relationship between students and providers to address the sector-specific challenges that students face. We are proposing to set higher expectations in pursuit of this aim. Therefore, our initial view is that it is appropriate to set a higher standard in respect of the 'grey list'. We also consider it is appropriate to raise the bar by setting requirements that do not justify aggressive practices under any circumstances and that encourage providers to provide the best and clearest information possible, without caveats.

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<sup>94</sup> These are:

- i. Falsely claiming or creating the false impression that an after-sales service is available, including falsely claiming that it is available in, or accessible from, any particular country or location.
- ii. Stating or otherwise creating the impression that a product can be legally sold when it cannot.
- iii. Making a materially inaccurate claim concerning the nature and extent of the risk to the personal security of the consumer, a member of the consumer's family or anyone living in the consumer's home, if the consumer does not purchase the product.
- iv. Establishing, operating or promoting a pyramid promotional scheme [where this means] a scheme where a consumer gives consideration for the opportunity to receive compensation that is derived primarily from the introduction of other consumers into the scheme rather than from the supply or consumption of products.
- v. Claiming that the trader is about to cease trading or move premises when it is not.
- vi. Claiming that products are able to facilitate winning in games of chance.
- vii. Falsely claiming that a product is able to —
  - (a) prevent or treat disease or a malformation,
  - (b) restore, correct or modify a physiological function, or
  - (c) modify a person's appearance.
- viii. Including in marketing material an invoice or similar document seeking payment which gives the consumer the impression that the consumer has already ordered the marketed product when the consumer has not.
- ix. Falsely claiming or creating the false impression that the trader is not acting for purposes relating to the trader's business or falsely representing oneself as a consumer.
- x. Creating the impression that the consumer cannot leave the premises until a contract is formed.
- xi. Requiring a consumer who wishes to claim on an insurance policy to produce documents which could not reasonably be considered relevant as to whether the claim was valid, or failing systematically to respond to correspondence, in order to dissuade a consumer from exercising the consumer's contractual rights.
- xii. Including in an advertisement a direct appeal to children to buy advertised products or persuade their parents or other adults to buy advertised products for them.
- xiii. Supplying products to a consumer that have not been requested by the consumer and demanding that the consumer —
  - (a) pays for the products,
  - (b) returns the products, or
  - (c) safely stores the products.
- xiv. Explicitly telling a consumer that if the consumer does not buy the product, the trader's job or livelihood will be at risk.

17. We also aim to create requirements that are bespoke to the higher education sector. This means that we have not included requirements that reflect all aspects of consumer protection law in our proposals. We would expect all providers to comply with all their legal obligations and the exclusion of particular elements of the CRA or the DMCCA does not mean, of course, that we endorse behaviours that the law otherwise prohibits.

### **Proposal 3: Include all students, higher education and ancillary services in scope of the condition**

#### **Exclude prospective and former students from the scope of the condition**

18. We have considered whether 'students' should be limited to current students, in other words those individuals who are enrolled to study higher education at the provider, for the length of time they are formally enrolled.
19. We think students should be protected by our regulation when they are making their decision about what and where to study, through their experiences while studying and, in some scenarios, beyond (for example where they have completed their studies but have an ongoing complaint). Our initial view is that restricting the definition of students would leave a significant gap in protection for students.

#### **Use a narrower definition of 'prospective students'**

20. We have considered whether a 'prospective' student could be defined more narrowly as an individual who has accepted an offer. However, we think a provider's actions (or omissions) may affect decision making which takes place between offer and acceptance.

#### **Focus only on the provision of teaching (and exclude ancillary services from the scope of the condition)**

21. We have considered whether the condition should focus solely on the provision of teaching, given that this is the primary activity of higher education providers. However, we think that library services, disability support packages and scholarships in particular affect a student's ability to participate in higher education, and achieve positive outcomes.
22. Though not directly connected to the academic experience, other ancillary services (for example, accommodation and sports facilities) can affect students' choices about what and where to study and their experiences while studying.
23. We have particularly considered accommodation in recognition of the activities of other bodies in this space. Our initial view is that accommodation is too important to students to be excluded from the scope of the condition or our regulatory interests. Our proposal aims to balance this with the overlapping interests and roles of other bodies. We would welcome respondents' views on other ways the OfS might navigate this in the best interests of students.

#### **Exclude third party ancillary services from the scope of the condition**

24. We have considered whether to take a similar approach to ongoing condition C6 as to initial condition C5 by excluding third party ancillary services from the scope of the condition.

25. Our initial view is that it is appropriate to hold a provider directly accountable for the actions of third parties that provide services on its behalf. While we think it is acceptable for a provider to contract out certain services to third parties, it is our initial view that it is right for the provider to retain overall responsibility.
26. We are more likely to have evidence (and impact) of the actions of third parties through our ongoing regulatory activities than at the point in time a provider is seeking registration.

## **Proposal 4: Require publication of specified documents and information for students**

### **Do not include a publication requirement**

27. We have considered whether it is necessary to include a publication requirement. Our initial view is that this is the best way to ensure all students at all providers have consistently easy access to comprehensive information about their rights and responsibilities throughout the student journey.

### **Exclude contracts between students and third parties from the publication requirement**

28. We have considered whether the list of documents a provider would need to publish could be reduced. For example, we have considered whether it is necessary to require providers to:
  - a. publish another provider's contracts with students where two or more providers are working in partnership through a subcontractual arrangement
  - b. publish contracts between students and any third party for ancillary services that are delivered on behalf of the provider.
29. We acknowledge that the publication of a third party's contracts with students adds complexity. This will involve liaising with third parties to obtain these contracts (or links to third party websites where these contracts are published). We acknowledge that providers will need to check that links to external websites are maintained on an ongoing basis. However, our initial view is that this will ensure clarity for students about their rights and which party to hold to account and how, where the provider does not directly deliver the higher education or ancillary service.
30. We welcome feedback and suggestions about alternative ways of ensuring students have access to this information in a way that would meet their needs.

## **Proposal 5: Remove requirements relating to student protection plans**

### **Continue to impose ongoing condition C3 alongside proposed ongoing condition C6**

31. We have considered continuing to apply ongoing condition C3 alongside proposed new ongoing condition C6, meaning a provider would be required to comply with two conditions rather than one, as proposed.
32. The existing requirement to publish a self-assessment of risks would not be carried through under our proposals for ongoing condition C6. This may appear to leave a 'gap' in coverage

in the proposed new condition when compared with ongoing condition C3. If we continued to impose ongoing condition C3 alongside proposed ongoing condition C6, this would ensure that there was no 'gap' in this respect.

33. However, for the reasons we have set out under Proposal 5 (see paragraphs 210 to 211 of the proposal), our initial view is that the omission of the self-assessment element of existing student protection plans would not lead to a concerning 'gap' in practice. We therefore think that continuing to impose ongoing condition C3 alongside proposed ongoing condition C6, would create additional regulatory burden for providers but with no additional practical benefit.
34. Compared with existing ongoing condition C3, our initial view is that our proposals for ongoing condition C6 (alongside the existing provisions of ongoing condition C4) provide equally strong protections for students. Furthermore, these protections would exist alongside better information for students about their rights in circumstances where things go wrong, including how to complain and seek redress.

## **Proposal 6: Take a phased approach to implementation**

### **Allow providers a shorter or longer time to comply with the requirement relating to publication**

35. We have considered whether the requirement related to publication could come into effect sooner. This would provide consistent information for students across the sector more quickly. However, our initial view is that a shorter timeframe may not provide sufficient time for providers to comply. We think this may risk publication of inaccurate or incomplete information for students which would be counterproductive.
36. We have considered allowing a longer time for providers to comply with the requirement relating to publication. While this would be more generous to providers, it would delay the provision of consistent information for students across the sector.
37. Our initial view is that three months strikes a balance between allowing providers sufficient time to comply without unnecessarily delaying the intended benefits.

### **Differentiate between providers that will register, in future, under initial condition C1 and C3 and those that will register under initial condition C5**

38. A provider that made an application for registration before 28 August 2025 (and which was live as of 27 August 2025) will be registered following assessment under initial conditions C1 and C3.<sup>95</sup> We have considered whether to allow these providers more time to comply with the publication requirement compared with providers that have made (or will make) an application on or after 28 August 2025 and will be registered following assessment under initial condition C5.
39. This is because the documents we would require a provider to publish under proposed ongoing condition C6 are very similar to the documents a provider is already required to submit for assessment under initial condition C5. Compliance may therefore be more straightforward for these providers with less additional preparatory work. Providers assessed

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<sup>95</sup> For further information, see OfS, [Notice of determination of initial and general ongoing conditions of registration, 2025](#).

under initial condition C5 must already publish their documents within two weeks of their registration. If any provider is registered following assessment under C5, before the proposed three-month period has elapsed, the existing expectation to publish documents would, in any case, still apply to such a provider.

40. Our initial view is that a provider seeking registration should keep abreast of regulatory developments and anticipate the ongoing requirements that would be imposed if it is registered, regardless of the initial conditions that apply at the time it submits its application. As noted out under Proposal 6 (paragraph 231), any provider seeking registration must already prepare to comply with other ongoing conditions of registration immediately upon registration. Our initial view is that a three-month period to comply with the proposed requirement relating to publication is adequate for all providers, registered and unregistered.

# 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 webpage 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).<sup>96</sup> Where it has insufficient numbers of appropriately qualified staff, this may be relevant to B2 (Resources, support and student engagement).<sup>97</sup>

#### **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

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<sup>96</sup> OfS, '[Securing student success: Regulatory framework for higher education in England](#)', see paragraphs 332A to 332U in the PDF.

<sup>97</sup> 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.<sup>98</sup> 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.<sup>99</sup> 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.

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<sup>98</sup> PB.1a.i: 'ensuring that all information provided to students related to higher education and ancillary services is clear, accurate, intelligible, legible and unambiguous.'

<sup>99</sup> 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, trademark, 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).<sup>100</sup> 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'<sup>101</sup> (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.<sup>102</sup> 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.B<sup>103</sup> 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.<sup>104</sup> It

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<sup>100</sup> 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.'

<sup>101</sup> 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.'

<sup>102</sup> PB.1b.ii: 'the total price of the higher education or ancillary services to be provided, including but not limited to...'

<sup>103</sup> 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")'

<sup>104</sup> 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'

also includes information a provider may be required to supply under consumer protection law, as defined at PB.1c.ii.<sup>105</sup>.

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

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<sup>105</sup> 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;
- F Protection from Harassment Act 1997.

consumer would not have taken otherwise as a result of the practice'.<sup>106</sup> 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
- 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.<sup>107</sup>

### **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.

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<sup>106</sup> [Digital Markets, Competition and Consumers Act 2024](#), s225(4)(a).

<sup>107</sup> OfS, [Regulatory advice 24: Guidance related to freedom of speech](#), last updated 2025.

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.
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.

# Annex D: Proposed OfS list of information requirements and prohibited behaviours

## Section 1: OfS information requirements list

Section 1 of this document is the OfS information requirements list for the purposes of ongoing condition C6. This forms part of (and should be read in conjunction with) ongoing condition of registration C6, which states:

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:

...

e. meeting all of the requirements of the **OfS information requirements list**.

C6.8 sets out the definitions for terms used in the condition. For ease of reference, we have extracted below definitions in C6.8 for terms used in the OfS information requirements list.

**“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 (C6.8b)

**“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) (C6.8d)

**“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 (C6.8g)

**“information about the provider”** means 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 actual information that may be published on its website) (C6.1d and C6.8f)

**“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 (C6.8k)

**“student”** includes current students of the provider, **prospective students**, and **former students** (C6.8m)

PB.1 For the purposes of ongoing condition C6.4e, the following information requirements apply:

### Clarity and accuracy of information

- a. the provider must comply with the following requirements relating to the clarity and accuracy of information:
  - i. ensuring that information provided to **students** related to higher education and **ancillary services** is clear, accurate, intelligible, legible and unambiguous. This includes ensuring that:
    - A the overall presentation of information is likely to ensure that **students** have an accurate understanding of any matter related to the provision of higher education or **ancillary services**;
    - B even if information is true, it is not presented in a misleading way;
    - C information is substantively consistent within and between the provider's own documents and those published or otherwise made available to **students** (or anyone with an interest in studying at the provider) by another body providing higher education or **ancillary services** on behalf of the provider;
  - ii. ensuring that marketing of the provider does not create confusion, or is not likely to create confusion, with the higher education provision of another provider and any trademark, trade name or other distinguishing mark of another provider;
  - iii. ensuring that the provider acts in accordance with a requirement in a code of conduct, in circumstances where: the provider asserts that it acts in accordance with the 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;
  - iv. ensuring that it is expressly clear how **key documents** and **information about the provider** apply to different periods of time and different categories of **students** (for example, **students** that commenced a course of study on a particular date).  
"Expressly clear" means explicitly stated and unambiguous rather than by omission or implication.

### Provision of information

#### Information to be provided in an invitation to purchase

- b. the provider must ensure that **material information** is provided to **students** (or anyone with an interest in studying at the provider) whenever an **invitation to purchase** is made. 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**. "**Material information**" for these purposes includes:

- i. the main characteristics of the higher education or **ancillary services** to be provided. In relation to the provision of higher education this includes but is not limited to the following course information:
  - A course title;
  - B entry requirements and/or criteria;
  - C core modules and an indication of likely optional modules;
  - D information about course composition and delivery and the balance between different elements of the course, including but not limited to:
    - 1 the number and type of contact hours;
    - 2 work placements (where relevant);
    - 3 feedback on assignments;
    - 4 expected workload including time for self-study;
    - 5 details about experience and status of staff involved in course delivery;
  - E methods of assessment;
  - F the award to be received on successful completion of the course and, where relevant, the awarding body or institution;
  - G location, or possible location, of study and any work placements;
  - H whether the course and provider are regulated and by whom;
  - I whether the course is accredited, and by whom;
  - J any particular terms and conditions applicable to the course that are important or that the student may find surprising;
- ii. the total price of the higher education or **ancillary services** to be provided, including but not limited to:
  - A tuition fees and any other fees, taxes, charges or payments that the **student** (or anyone with an interest in studying at the provider) will necessarily incur if they purchase the higher education or **ancillary services**, including but not limited to information about:
    - 1 whether fees in future years will increase and by how much;
    - 2 whether increases will apply to only a certain group or a particular course;
    - 3 when and how fees are payable;
    - 4 when the **student** will become liable for payment;

- B if, owing to the nature of the higher education or **ancillary services** to be provided, the whole or any part of the total price cannot reasonably be calculated in advance, how the price (or that part of it) will be calculated, such that it enables the **student** (or anyone with an interest in studying at the provider) to calculate the total price. This information should be given as much prominence as any fees that can be calculated in advance;
- C any additional charges not included in the total price of the provision of higher education or **ancillary services** which the **student** (or anyone with an interest in studying at the provider) may choose to incur (or where those additional charges cannot reasonably be calculated in advance, the fact that they may be payable), including but not limited to information about:
- 1 how much these costs are or are likely to be;
  - 2 if costs are unknown or uncertain, how they will be calculated;
  - 3 whether these costs are optional or mandatory for undertaking or passing the course;
  - 4 whether any of those extra costs are likely to have a direct impact on **students'** academic success;
  - 5 when and how these costs are payable;
  - 6 when the **student** will become liable for payment;
- iii. the identity of the provider, any other provider on whose behalf the provider is acting and any provider or other party acting on behalf of the provider (including the name of the provider or other party and, if different, the name under which it trades);
- iv. the following address information:
- A the provider's **business address**, where "**business address**" means:
- 1 where the provider is a body corporate, the address of its registered or principal office,
  - 2 where the provider is a firm that is not a body corporate, the address of the principal office of the firm; or
  - 3 in a case where neither of the above applies, the address of the provider's principal place of business;
- B if different to the provider's business address, the address at which the provider will accept service of documents (the "**service address**")
- C the address of any location where the **student** will be taught;
- D any email address used by the provider for conducting business (the "**business email address**");

- v. in relation to any other person on whose behalf the provider is acting or who is acting on behalf of the provider:
  - A the person's **business address** and **business email address** (if the person has such addresses), and
  - B if different to the person's business address, the person's **service address**;
- vi. where **students** have the right of withdrawal or cancellation, the existence of that right;
- vii. where any arrangements for payment, delivery, performance or complaint handling depart from the published practice in relation to those arrangements, the practice currently being operated;
- viii. any other information the provider is required under any legislation to give to a **student** (or anyone with an interest in studying at the provider) as part of an **invitation to purchase**, including under section 230 of the Digital Markets, Competition and Consumers Act 2024;

#### **Information necessary to make informed decisions**

- c. the provider must ensure that **students** (or anyone with an interest in studying at the provider) are provided with:
  - 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;
  - ii. information which the provider is required under consumer protection law to give to a **student** (or anyone with an interest in studying at the provider) in the manner and form required. 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;
    - F Protection from Harassment Act 1997.

## Section 2: OfS prohibited behaviours list

Section 2 of this document (OfS prohibited behaviours list) forms part of (and should be read in conjunction with) initial condition of registration C5 which states:

C5.3 The provider must, if registered, treat each **student** fairly in relation to any activities that are connected with the provision of higher education and/or **ancillary services**.

C5.4 The provider will be deemed not to satisfy C5.3 if, in the reasonable opinion of the OfS, its actions or omissions (including proposed or likely actions or omissions) fall within one or more of the following categories:

a. they fall within one or more of the descriptions provided for in the **OfS prohibited behaviours list**; or

b. they give rise to a likelihood of detriment or actual detriment to the **student** (unless the OfS considers that the detriment would be reasonable in all the relevant circumstances).

Section 2 of this document (OfS prohibited behaviours list) also forms part of (and should be read in conjunction with) ongoing condition of registration C6 to the extent referred to in that condition:

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**.

...

C6.5 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)

...

C5.8 and C6.8 set out the definitions for terms used in those conditions. For ease of reference, we have extracted below definitions in C5.8 and C6.8 for terms used in the OfS prohibited behaviours list.

C5.8 and C6.8 contain different definitions for the term "ancillary services". For the avoidance of doubt, the definition in C5.8a should be used when applying the OfS prohibited behaviours list for

the purposes of initial condition of registration C5, and the definition in C6.8b should be used when applying the OfS prohibited behaviours list for the purposes of ongoing condition of registration C6.

For the purposes of C5.4a the following terms apply:

**“ancillary services”** means services for which there is a contract between a student and the provider as part of the higher education experience, including but not limited to contracts governing the provision of library services, disability support packages, scholarships, accommodation and sports facilities (C5.8a);

**“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) (C5.8e);

**“information about the provider”** means any arrangements the provider has made or plans to make 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 actual or proposed information that may be published on its website) (C5.1e and C5.8f);

**“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 (C5.8g);

**“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 (C5.8i);

**“student”** includes current students of the provider, **prospective students**, and **former students** (C5.8j)

For the purposes of C6.5a the following terms apply:

**“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 (C6.8b)

**“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) (C6.8d)

**“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 (C6.8g)

**“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 (C6.8k)

**“student”** includes current students of the provider, **prospective students**, and **former students** (C6.8m)

PB.2 For the purposes of initial condition C5.4a and ongoing condition C6.5a, the following descriptions apply:

### Key documents

- a. **Key documents** that contain provisions which have the purpose or effect of:
  - i. excluding or limiting the legal rights of the **student** in the event of the provider’s total or partial non-performance (or inadequate performance) of any of its contractual obligations. This includes the **student’s** right to offset money they owe to the provider against any claim;
  - ii. allowing the provider to exercise wide discretion to withdraw offers, including in the case of over-subscription;
  - iii. creating a disparity between the rights of the provider and the rights of the **student** by allowing the provider to retain money already paid by the **student** where the **student** decides not to sign the contract or withdraws from the contract after signing it, without also allowing for equivalent compensation to be paid to the **student** as where the provider cancels the contract;
  - iv. requiring a **student** to pay a disproportionately high sum of money as penalty to the provider or for services which have not yet been supplied, where the **student** decides not to sign the contract or withdraws from the contract after signing it;
  - v. requiring a **student** to pay a disproportionately high sum of money as a penalty to the provider where the **student** fails to fulfil any of their obligations under the contract;
  - vi. allowing the provider to terminate the contract on a discretionary basis;
  - vii. allowing the provider to retain money paid by the **student** for services not yet supplied, where the provider cancels the contract;
  - viii. automatically extending a fixed-term contract where the **student** does not indicate otherwise, when the deadline for the **student** to express a desire not to extend is unreasonably early;
  - ix. binding a **student** to terms with which they have not had a real opportunity to familiarise themselves before signing the contract. For example, a **student** must have access to all relevant terms and conditions and be made aware of their right to any applicable cooling off period required by law;

- x. allowing the provider to unilaterally:
  - A. alter the terms of the contract;
  - B. define the characteristics of the services to be provided; or
  - C. alter the characteristics of the services to be provided;

after the **student** has signed the contract, and without valid reason which is specified in the contract;
- xi. allowing the provider to decide the price payable after the **student** has signed the contract (where no price or method of determining the price has previously been agreed);
- xii. allowing a provider to increase the price payable without giving the **student** the right to cancel the contract;
- xiii. allowing the provider to determine whether the services supplied conform with the contract;
- xiv. allowing the provider the exclusive right to interpret any term of the contract;
- xv. limiting the provider's obligation to respect commitments undertaken by any agents working on its behalf;
- xvi. obliging the **student** to fulfil all their obligations where the provider does not perform its own obligations;
- xvii. allowing the provider to transfer its rights and obligations to another provider or organisation, where this may reduce the guarantees for the **student**, without the **student's** agreement; or
- xviii. excluding or hindering the **student's** right to take legal action or exercise any other legal remedy, in particular by:
  - A requiring the **student** to take disputes exclusively to arbitration not covered by legal provisions;
  - B unduly restricting the evidence available to the **student**; or
  - C imposing on the **student** a burden of proof which, according to the applicable law, should lie with another party to the contract;

### **Descriptions relating to conduct and omissions**

- b. Actions or omissions (including, for the purpose of initial condition C5, those that are proposed or likely) that provide evidence of any of the following behaviours:
  - i. displaying or otherwise presenting inaccurate or false information, including:
    - A claiming that the provider is registered with the OfS when it is not;

- B claiming that the provider is a 'university', or otherwise using the term 'university' (including 'university centre', 'university campus' or similar), without permission to use this term;
  - C claiming to offer 'degrees' when the provider has neither its own degree awarding powers nor a contract for degrees to be awarded by a provider with degree awarding powers;
  - D claiming that the provider (including any of its courses or other services or activities) is validated, accredited, approved, endorsed or authorised by any other body when it is not (or making such a claim without complying with the terms of the validation accreditation, approval, endorsement or authorisation);
  - E displaying a logo, trust mark, quality mark or equivalent without having obtained the necessary authorisation from the relevant body;
  - F claiming with certainty that the provider will, in the future, be:
    - 1 registered with the OfS;
    - 2 able to use the term 'university';
    - 3 able to offer degrees;
    - 4 validated, accredited, approved, endorsed or authorised by any other body;
    - 5 otherwise displaying or presenting information which pre-empts or appears to pre-empt any decision of the OfS or any other body; or
  - G claiming that the provider is a signatory to a code of conduct when it is not (or that a code of conduct has an endorsement from a public or other body which it does not have).
- ii. advertising, promoting or otherwise offering courses, course content, material components, features or elements of a course, other services or facilities, without disclosing the existence of any reasonable grounds the provider may have for believing it may be unable to provide these; or with the intention of not delivering what has been advertised, promoted or offered; or with the intention of delivering an alternative;
  - iii. applying pressure to elicit an immediate decision and deprive **students** of sufficient opportunity or time to make an informed choice. This includes falsely stating that an offer for services will only be available for a very limited time, or that it will only be available for particular terms for a very limited time;
  - iv. communicating (or allowing an agent working on the provider's behalf to communicate) with a **student** (or anyone with an interest in studying at the provider) in a language which is not English without clearly disclosing to them that the provision of services will be conducted in English, where this is the case;

- v. presenting as a distinctive feature of the provider's offering, rights which a **student** would automatically have, in any case, in law;
- vi. using editorial content in the media (including social media) to promote the provider's services where the provider has paid for the promotion without making this clear to the **student** (or anyone with an interest in studying at the provider) (through the content itself or by images or sounds which are clearly identifiable) (advertorial);
- vii. displaying or otherwise presenting information about the provider or its activities which is likely to have the effect of misleading a **student** (or anyone with an interest in studying at the provider) into believing something about the provider or its activities which is inaccurate or untrue;
- viii. publishing or otherwise sharing materially false or inaccurate information about market conditions (or about other specific providers) with the intention of inducing the **student** to sign a contract with the provider;
- ix. offering a prize, reward or other promotional benefit without awarding the prizes, rewards or benefits described (or a reasonable equivalent), or where the **student** is required to pay money or incur a cost to receive the prize, reward or other benefit (unless otherwise clearly explained);
- x. describing a service as 'gratis', 'free', 'without charge' or similar if the **student** has to pay any associated costs that have not otherwise been explained (including the repayment of student loans at a later date); or
- xi. making persistent and unwanted contact with **students** (or anyone with an interest in studying at the provider) by telephone, email, social media, or other means. For the avoidance of doubt, this provision is not intended to deter or discourage genuine contact with **students** where this is necessary, for example, for welfare checks where they have a prolonged period of absence;

### **The provider's policies relating to the circumstances in which it may make changes to its courses.**

- c. The provider's policies:
  - i. for the purposes of initial condition of registration C5, do not provide information about circumstances in which it may make changes to all of the following:
    - A courses (including changes to material components or content of a course, changes to subjects offered and course closure);
    - B qualifications to be awarded (including circumstances where a validating partner has withdrawn validation);
    - C 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);

- D 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);
- E course fees and other related fees or charges (for example, additional fees to resit exams); or
- ii. for the purposes of ongoing condition of registration C6, do not include provision for the protection of students in the event that the provider has to make any **relevant changes** (as defined in C6.8I);
- iii. for the purposes of initial condition of registration C5 and ongoing condition of registration C6, do not contain provisions that would ensure all **students** are treated fairly in practice if any of the changes to courses set out in i. above take place.

### The provider's complaints processes

- d. The provider's complaints processes:
  - i. contain unreasonable barriers to making a complaint (including unreasonable time limits within which a complaint may be made);
  - ii. do not include information about how a **student** should make a complaint (including where this involves contacting another provider or organisation as may be the case in some types of academic partnership);
  - iii. do not set out clear and reasonable timescales for processing the complaint (including clear and reasonable timescales for **students** to respond to requests for further information);
  - iv. do not provide a route for escalation and appeal where the **student** is dissatisfied with the outcome of the complaint, or the way in which the complaint is being (or has been) handled; or
  - v. do not 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 to the **students** covered by the provider's complaints process. A provider should refer to information published by the OIA that explains who can use its complaints scheme;

### The provider's refund and compensation policies

- e. The provider's refund and compensation policies:
  - i. are not clear about the circumstances in which a **student** would be entitled to a refund;
  - ii. are not clear about the circumstances in which a **student** would be entitled to compensation;
  - iii. do not clearly set out the provider's approach to calculating refunds; or

- iv. do not clearly set out the provider's approach to calculating compensation;

### **Fake reviews**

- f. The provider (or another entity working on its behalf, for example a recruitment agent):
  - i. publishes a fake review for the provision of higher education and/or **ancillary services** (as defined in C5.8a for the purposes of condition C5, and C6.8b for the purposes of condition C6). A review will be considered fake if:
    - A it falsely claims to be based on a person's genuine experience;
    - B the provider conceals that the reviewer received a financial or other incentive, inducement or reward in return for their review;
  - ii. publishes reviews in a misleading way, including failing to publish negative reviews, removing negative reviews from publication, giving greater prominence to positive reviews; or
  - iii. does not take reasonable and proportionate steps to:
    - A prevent the publication of fake reviews; or
    - B remove from publication any fake reviews;

PB.3 For the purposes of initial condition C5.4a only, the following additional descriptions apply:

### **Clarity and legibility of key documents and other information about the provider**

- a. Any of the provider's **key documents** and other **information about the provider**:
  - i. are not legible (clear enough to read);
  - ii. are not drafted in clear and understandable language;
  - iii. contain substantive inconsistencies, including inconsistencies within or between the provider's own documents, and between the provider's documents and those published or otherwise made available to **students** (or anyone with an interest in studying at the provider) by another body with which the provider has a contract for the provision of higher education or **ancillary services**;
  - iv. are otherwise confusing or unclear; or
  - v. are not expressly clear how they apply to different periods of time and different categories of **students** (for example, **students** that commenced a course of study on a particular date). "Expressly clear" means explicitly stated and unambiguous rather than by omission or implication.

# Annex E: Proposed mandatory standard wording for publication of information about a provider's arrangements for student protection

## [Provider name]'s arrangements for student protection

The documents and policies below set out students' rights and responsibilities and the arrangements we have in place to protect students.

- **Higher education contract:** This sets out the terms and conditions for the provision of higher education, including additional costs that apply.
- **[Other contracts]:** These set out the terms and conditions for the following other services we offer to students:
  - .....
  - .....
- **Policy relating to changes we may need to make to our courses:** This includes changes to the content of courses; how, when and where courses are delivered; the qualifications we will award; circumstances in which course closure might be necessary. It explains how we will protect students' interests if we make any of these changes.
- **Complaints handling process:** This explains how a student can make a complaint about their higher education experience and how we will handle the complaint.
- **Refund and compensation policy:** This explains the approach we will take to refunds and compensation for students.

If a student thinks we have not followed our policies or processes, or they are unhappy with how we have done this, they can make a formal complaint using our complaints process (as above).

Students can make a complaint to the Office of the Independent Adjudicator (OIA) if we do not resolve their complaint satisfactorily. The OIA is an independent body set up to review complaints from individual students about higher education providers in England and Wales. Further information is available at <https://www.oiahe.org.uk/students/>.

The Office for Students (OfS) is the independent regulator for higher education in England. It does not handle individual complaints but anyone can submit a notification to the OfS if they think we may not be meeting its regulatory requirements.

- You can find information about the OfS's regulatory requirements at <https://www.officeforstudents.org.uk/for-providers/registering-with-the-ofs/registration-with-the-ofs-a-guide/conditions-of-registration/>.
- You can find information about the OfS's notification process at <https://www.officeforstudents.org.uk/for-students/of-s-and-students/notifications/>.

The OfS monitors [provider name's] financial position and, if it thinks the institution is at material risk of closure, it can require us to take specific actions to protect our students. This might include

a requirement to produce (and comply with) a 'market exit plan'. This is a detailed document setting out plans and arrangements for any or all of the following:

- plans which would allow us to keep teaching students until they have completed their course
- arrangements for students to transfer to another university or college to complete their course
- arrangements for students to receive evidence of their studies to date (for example, certificates or academic transcripts setting out the modules they have studied and the grades they have achieved)
- information advice and guidance
- complaints
- refunds and compensation
- archiving of our academic records so students have access to the information they may need in future.

If the OfS thinks [provider name] is at material risk of closure it will work with us to consider very carefully the information students need to know and when.

We have published [a list of the agents we work with and the services they provide for us](#) [insert link to document or website].

If you have any concerns or complaints about how any of these agents have provided these services you should... [provider to insert details of how to raise concerns or complaints].

# Annex F: Matters to which we have had regard

## General duties

1. In formulating these proposals, the OfS has had regard to its general duties as set out in section 2 of HERA. These are:
  - the need to protect the institutional autonomy of English higher education providers
  - the need to promote quality, and greater choice and opportunities for students, in the provision of higher education by English higher education providers
  - the need to encourage competition between English higher education providers in connection with the provision of higher education where that competition is in the interests of students and employers, while also having regard to the benefits for students and employers resulting from collaboration between such providers
  - the need to promote value for money in the provision of higher education by English higher education providers
  - the need to promote equality of opportunity in connection with access to and participation in higher education provided by English higher education providers
  - the need to use the OfS's resources in an efficient, effective and economic way, and
  - so far as relevant, the principles of best regulatory practice, including the principles that regulatory activities should be –
    - i. transparent, accountable, proportionate and consistent, and
    - ii. targeted only at cases in which action is needed.
2. In formulating these proposals, we have given weight to (a) to (g).

## Institutional autonomy

3. We have given careful consideration to the need to protect the institutional autonomy of English higher education providers. We recognise that we are proposing to impose requirements on some providers that could lead to interference with their institutional autonomy. However, we consider that these requirements (provision of information to students and prohibited behaviours) are consistent with existing legal requirements, which ultimately provide a baseline of consumer protection for students across a diverse sector. The proposed overarching fairness obligation and positive principles are designed to allow providers autonomy to determine how to ensure fair treatment of students.

## Quality, greater choice and opportunities

4. We have given careful consideration to the need to promote quality, greater choice and opportunities for students. To have a positive overall experience of higher education, students must be treated fairly, including as consumers. These proposals set out clear expectations to providers to ensure a high standard of consumer protection for students.

5. By adhering to these expectations, providers should help ensure choice, high quality educational experience and opportunities for students. For example, our requirements make clear that:
  - all information provided to students must be clear and accurate
  - certain defined information must be provided to students
  - a provider must promote understanding of a students' rights.
6. These requirements will mean that students can make informed decisions about the provider which they choose to deliver their higher education experience, and the course they select. Fair terms and conditions that do not disadvantage students, courses that are delivered with reasonable care and skill and fair complaints handling and redress if things go wrong also advance quality and opportunities for students. By embedding these expectations and positive principles through an ongoing condition, these proposals strengthen transparency and accountability of providers to students for consumer protection throughout their higher education experience. We consider that this will increase quality, choice and opportunities for students.

## **Encouraging competition**

7. We have given careful consideration to the need to encourage competition between English higher education providers. Our proposed positive requirement for providers to provide clear, accurate and specific information to students and publish a set of specified documents will make it easier for students to compare what each institution offers, reducing information gaps, preventing hidden fees, and unexpected course changes. When obligations and costs are transparent to students, providers must compete more on the quality and value of their teaching, facilities, and support. This increases trust, strengthens student decision making, and encourages providers to improve their overall offer in order to attract students.

## **Value for money**

8. Value for money in the provision of higher education is important for both students and the taxpayer. Students normally pay significant sums for their higher education and incur debt for tuition fees and maintenance costs, and student loans are taxpayer-backed. The investment of students and taxpayers in higher education is less likely to represent value for money where a provider does not deliver the higher education experience that it has committed to provide to students or treat students fairly. Our proposals are designed to ensure providers observe a high standard of consumer protection for students and deliver on the commitments made, to a standard of reasonable care and skill and in a way that proactively plans for and mitigates against risks that could affect delivery. Our proposals also ensure that, should problems arise, students are sufficiently informed to be able to exercise their consumer rights and engage in provider's complaints handling and refunds processes.

## **Equality of opportunity**

9. The OfS's overall approach to regulation is designed to promote equality of opportunity in connection with access to, and participation in, higher education. This means that we are concerned with ensuring that students from disadvantaged or underrepresented backgrounds can access higher education, and succeed on and beyond their courses.

10. Our proposed ongoing condition seeks to ensure that students from all backgrounds can choose to study at a range of registered providers that deliver high quality higher education and that they will be treated fairly.
11. The OfS's equality of opportunity risk register<sup>108</sup> identifies the risk that students may not have equal opportunity to access a sufficiently wide variety of higher education course types. This may result in restricted choice for students with certain characteristics, and subsequently to lower rates of progression to higher education, as well as lower continuation rates and lower course attainment for these students. Our proposals seek to ensure that all students (including those whose higher education is delivered by subcontracted partners) have an equal opportunity to receive comprehensive information (and guidance) that will enable them to make informed choices about their higher education options.
12. We think it is particularly important to champion the consumer rights of students from disadvantaged and underrepresented backgrounds. For example, we propose that a provider must promote student's understanding of their consumer rights by communicating clear, accurate and comprehensive information in a way that all students can understand.
13. Students from some backgrounds may have fewer choices available to them and may not have access to the information, advice and guidance needed to make the right choice for them. They may also be targeted by unscrupulous agents seeking to recruit students for financial gain rather than because it is in the students' best interests. The cost to a student in financial and personal terms of choosing a course or provider or being recruited to a provider or course which is unsuitable for them is significant. It may particularly affect students from disadvantaged or underrepresented backgrounds who may stand to lose more and experience a greater opportunity cost by making the wrong choice of higher education course.
14. To address this, our proposals hold a provider accountable for the actions of any agent that works on its behalf and require publication of a list of authorised agents to allow students to verify whether an agent is authorised to represent a provider before engaging with them.
15. We have deliberately set a high bar in our proposed requirements for providers to treat students fairly and in some cases our proposals go further than the requirements of consumer law to attempt to better balance the consumer dynamic between students and providers. Consequently, we consider that our proposals are designed to promote equality of opportunity in connection with access to, and participation in, higher education

## **Efficient, effective and economic use of the OfS's resources**

16. We have considered the need to use the OfS's resources in an efficient, effective and economic way. Our approach to consumer protection means our proposals are aimed at providers getting things right from the outset and preventing harm in the first place, which should mean less reactive enforcement and fewer resource-intensive interventions.

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<sup>108</sup> See Risk 5 at OfS, '[Equality of Opportunity Risk Register](#)'.

17. Requiring providers to provide, collate and publish clear, accurate and comprehensive information for students, supports more targeted use of OfS resources, as the proposals will make it easier for the OfS to identify risks.
18. Creating sector-wide clarity about our expectations strengthens the ability of the OfS to intervene when necessary, because the regulatory baseline is clearer. We are not proposing to approve a provider's documents prior to publication. Having set out our proposed expectations clearly, we consider that it is better to give providers the autonomy to determine how they can best meet our requirements, without implementing an approval process, which can be burdensome for both providers and the OfS. We consider that these proposals would enable the OfS to use its resources more efficiently effectively and economically, to intervene where necessary and to incentivise all providers to treat students fairly, reducing the need for intervention.

### **The principle that regulatory activities should be transparent**

19. We have considered the need for our requirements and approach to be transparent, another principle of best regulatory practice. The proposals in the current consultation seek to be transparent by including definitions of key terms and expectations in the proposed condition and setting out detailed guidance for how our expectations will be assessed. This includes, where relevant, the particular circumstances we propose to consider or the factors we propose to place weight on in our assessment. We also consider this will ensure consistency in the approaches taken by providers and decisions made by the OfS.

### **The principle that regulatory activities should be proportionate**

20. We have considered the principles of best regulatory practice, in particular of proportionality. Our proposals are intended to pursue a legitimate and important regulatory objective: ensuring that the OfS can effectively protect the interests of students, while balancing these against the legitimate interests of providers.
21. The proposed overarching requirement to treat students fairly, underpinned by the fairness principles, information requirements and prohibited behaviours are rationally connected to that objective. They largely reflect existing consumer protection law and relevant elements of CMA guidance for higher education providers. Our initial assessment is that providers already complying with consumer protection law and ongoing condition C1 would find these requirements relatively straightforward to implement.
22. We consider it necessary to introduce regulatory requirements that mirror existing consumer protection obligations – and in some cases extend beyond this – to address the power imbalance between students and providers and because consumer protection concerns continue to arise across the sector. It is also necessary and appropriate for the OfS to have the capability to intervene directly in students' interests, rather than relying on individual students – who may lack resources or expertise – to enforce their own rights. This approach incentivises sector-wide improvement and mitigates harm more effectively.
23. We considered several less intrusive approaches set out below (also reflected in Annex B), but in our view, none would provide adequate protection for students or address the specific risks inherent in higher education.

24. Relying only on consumer protection law alone would narrow the focus to prohibited behaviours and minimum legal standards. We consider this would miss broader fairness issues that arise in higher education, where students make a single high-stakes purchase, rely on providers over several years, and often face significant information imbalances. While providers must comply with all legal obligations, mirroring consumer law in full would not offer the tailored protections students require.
25. Our initial view is that using only principles and requirements, without an overarching obligation to treat students fairly, would weaken the proposed condition. This is because the overarching obligation provides a clear benchmark for assessing behaviour, especially in situations not directly covered by the principles and requirements. This in turn will support senior leadership teams to make any necessary cultural changes, ensuring that student interests meaningfully inform their decisions and that providers take a proactive role in helping students understand their consumer rights. In our view, a broader duty to treat students fairly – combined with these positive principles – is more likely to drive meaningful cultural change.
26. We have also considered the less intrusive option of using principles alone. Although this would offer flexibility it would not guarantee a consistent baseline of protection across a diverse sector.
27. Conversely, we consider using requirements alone would create a narrower, compliance-focused approach and would not promote the proactive, student-centred culture we want providers to adopt.
28. In considering the necessity and proportionality of our proposals, we have assessed the potential impact on smaller providers or those with small student populations. We recognise that such providers may have fewer staff and resources to implement regulatory requirements, which may create a relatively greater burden compared with larger providers. However, our current view is that it remains necessary and proportionate to apply the proposals to all providers, regardless of size.
29. Having had regard to the above and the impact of the proposals on providers, we consider that a fair balance has been struck. Our proposals will ensure that every student receives an appropriate level of regulatory protection and that all providers place fairness at the centre of the processes and decisions that affect students, thereby reducing the risk of harm before it occurs.

## **The principle that regulatory activities should be consistent**

30. We recently introduced initial condition C5, which sets requirements for providers at the point of registration to treat students fairly. Our proposals for the negative and positive requirements largely mirror the requirements of initial condition C5.
31. We consider that introducing an ongoing condition to treat students fairly for registered providers would support consistency across the regulatory framework. It would ensure that the expectations established through the initial condition would continue to apply once a provider has been registered and throughout the period that it remains on the OfS Register. This will support the OfS to take a consistent approach to its regulatory activities, by requiring

providers to meet these requirements on an ongoing basis, rather than just at the point of registration.

## **The public sector equality duty**

32. We have had due regard to the public sector equality duty set out in section 149 of the Equality Act 2010.<sup>109</sup> This requires the OfS to have due regard to the need to eliminate unlawful discrimination, foster good relations between groups and advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it.
33. Our proposals aim to ensure that all students, whatever their background and characteristics, are treated fairly.
34. We consider that this will have positive effects for some groups of students with protected characteristics because we know that, at a national level, many of these students may not have equal access to information about the English higher education system to support them in making an informed choice.
35. We consider our proposals to treat students fairly will advance equality of opportunity by ensuring that all students – whether or not they have protected characteristics – receive clear, accurate and comprehensive information about a provider’s offering, the costs and implications of entering into a contract and the rights available to them, prior to selecting a course or provider.
36. Similarly, our proposal for providers to act by the proposed principles, will ensure that students, regardless of their protected characteristics, will be treated fairly. This will help create a consistent baseline of fair treatment that reduces the risk of disadvantage arising from inconsistent information or practices. This supports a more inclusive higher education experience where every student can make informed decisions and be treated fairly. This in turn may foster good relations between students who share protected characteristics and those who do not, by ensuring fair treatment of all students, through the clear expectations we have proposed. This is likely to reduce tension or misunderstanding between groups and reduce discrimination. We do not consider that our proposals will lead to discrimination of those students with protected characteristics.
37. This consultation gives stakeholders an opportunity to inform the development of our proposals. Through this consultation we are seeking views on any unintended consequences of our proposals, for example for particular types of provider or student, or for individuals on the basis of their protected characteristics. Responses to this consultation will inform our assessment of the impact of our proposals on different groups.

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<sup>109</sup> See [Equality Act 2010](#), section 149.

## Guidance issued by the Secretary of State

38. We have had regard to guidance issued to the OfS by the Secretary of State<sup>110</sup> under section 2(3) of HERA, including the following guidance:
- Guidance to the OfS on strategic priorities for FY22-23 (31 March 2022)
  - Guidance to the OfS on the future of access and participation (23 November 2021).
39. In the March 2022 guidance, the Secretary of State sets out the need to ‘ensure that the LLE [Lifelong Learning Entitlement] is supported by an appropriate regulatory regime, fully equipped to support radically different, flexible arrangements’. By introducing this ongoing condition now, we aim to ensure that future expansion is supported by a regulatory regime which remains rigorous, while being designed to test arrangements and conduct for registered providers on an ongoing basis. This will also ensure a consistently high standard of consumer protection required for those seeking registration, newly registered providers (from August 2025) at the point of registration and registered providers. Our regulatory requirements are designed so that providers with different governance structures and models can meet them.
40. From the same guidance, we continue to have regard to the need to reduce regulatory burden, including the comments from the Secretary of State and the Minister of State to consider what more can be done to ‘reduce the burden on providers of responding to the OfS’s requirements. In particular... ways [the OfS] can work with the sector to communicate more clearly its expectations’.
41. The section on proportionality above sets out how we have sought to reduce burden for providers through these proposals. We have also proposed where possible to reduce ongoing regulatory requirements on providers (such as proposing to remove ongoing condition C3) where these are effectively replaced by compliance with the new proposed ongoing condition.
42. Our proposals seek to align with existing consumer protection law requirements where possible to reduce duplication and therefore regulatory burden for providers. However, we acknowledge that some of our proposals go beyond the scope of consumer protection legislation and therefore may increase regulatory burden for providers. We have explained why we consider this necessary despite the potentially increased regulatory burden.
43. We have included guidance on the proposed condition and how it would be assessed to try and give providers as much clarity as possible about how to comply with our proposed requirements, to reduce the potential for misunderstanding or wasted work. From the guidance on ‘the future of access and participation’ issued on 23 November 2021, we have given regard to the Secretary of State’s view that ‘there should be a shift away from marketing activities which serve to benefit the institutions and not students’. Our focus on setting a higher bar for protecting students as consumers includes ensuring that, in marketing their higher education courses, providers supply clear and accurate information and do not mislead students about the benefits of studying with that provider.

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<sup>110</sup> All statutory guidance cited is available at OfS, [Guidance from government](#).

## The Regulators' Code

44. We have had regard to the Regulators' Code.<sup>111</sup> Section 3 of the code is particularly relevant and discusses the need to base regulatory activities on risk.
45. Paragraph 3.1 provides for regulators to use an evidence-based approach to determine priority risks and allocate resources where most effective. In developing our proposals, we have considered the outcomes of our referrals to National Trading Standards which provide evidence that issues persist in relation to unfair contract terms and a lack of clarity in some of the information students receive from their providers. We have also considered research the OfS has previously commissioned on students' perceptions of:
- themselves as consumers, including the importance of the investments of time and effort and the longer terms implications for students of their higher education experience
  - whether their higher education experience is meeting their expectations and delivering what they consider was promised.
46. Paragraph 3.5 provides for regulators to review the effectiveness of their activities and make necessary adjustments accordingly. We have reflected on the effectiveness of our arrangements for assessing a provider's ability to deliver a high quality higher education experience for students underpinned by an approach that treats students fairly. We have proposed the changes in this consultation in light of our experiences, and the changes in consumer protection legislation.
47. Sections 5 and 6 of the code are also relevant. Section 5 discusses the need for regulators to ensure that clear information, guidance and advice is available to help those they regulate meet their responsibilities to comply. Section 6 requires regulators to ensure that their approach is transparent. Our general approach in this consultation is to set out in detail what providers would need to do to meet the requirements of the new proposed ongoing conditions. For example, this includes a draft of the mandatory standard wording that we propose a provider would need to publish with its documents as part of Proposal 5. We have also included the draft guidance that we propose would accompany the condition and would be published as part of the OfS's regulatory framework. Paragraph 5.2 provides for regulators to publish guidance, and information in a clear, accessible and concise format. We have developed a quick reference guide to this consultation to facilitate understanding of our proposals.

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<sup>111</sup> See Gov.UK, '[Regulators' Code](#)', 2014.



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