

<Creative Academy>


<Guidance on Consumer Protection Law>

<Self Assessment>

VERSION HISTORY (KEEP 5 MOST RECENT CHANGES)

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Context

In preparation of registration for the academic year 2019/20 with the Office for Students (OFS) approved providers are required to complete a self assessment demonstrating how we have given due regard to guidance about how to comply with consumer law. The Creative Academy has used the CMA's (Competition and Markets Authority) guidance for Higher Education providers as a starting point to ensure full compliance. This guidance can be viewed at [CMA's Guidance](#)

Students have consumer rights and the Creative Academy has an obligation to students to meet these rights or else be in breach of consumer protection law. The Creative Academy has no self assessment in place; however this will be in place for students to view for the academic year 2019/20, a choice made by us to demonstrate transparency and honesty. This self assessment aims to empower students with knowledge on what their consumer rights are and how the Creative Academy is ensuring we are meeting our obligations as a provider of Higher Education. The Creative Academy understands that breach of consumer law risks enforcement action and in some cases students have the right to take legal action against the institution and accept full accountability for this.

Introduction

The Creative Academy are fully committed to ensuring that policies and procedures regarding our information provision, terms and conditions and complaint handling are in place, accessible and effective. The Creative Academy endeavours to ensure compliance with consumer law to maintain student confidence and the standards and reputation of the UK Higher Education sector.

The Creative Academy is committed to ensuring compliance in the following areas:

Information provision:

- Ensuring course content and structure is clear and progression is easily mapped out so the student understands the journey required from application to graduation.
- Ensuring students are aware of total costs of the course including audition fees (currently

not applicable), tuition fees and other fees such as studio fees and additional examination fees.

[See Action plan area 1]

- Ensuring students have access to the Creative Academy terms and conditions and the student learning contract so they have a full understanding of what they can expect and what is expected from them before and during study. **[See Action plan area 2]**
- Ensuring prospective students have access to pre-contract information including costs, course information, complaints handling and cancellation rights. **[See Action plan area 3]**
- The Creative Academy is committed to ensuring information provision helps students make an informed decision before they apply.

Terms and conditions:

- Ensuring the Creative Academy terms and conditions are clear, transparent and include rules and regulations.
- Ensuring that all terms and conditions are fair to both the student and to the Creative Academy.
- Terms and conditions will be a fair reflection and balance for both parties involved (the student and the institution)
- Ensuring that there are no hidden / surprise terms or conditions, that they are made clear and brought to the students attentions. Check that this information is not hard to understand or can get lost in large amounts of text.
- Ensuring that the Creative Academy as an institution cannot enforce terms or conditions that are not balanced and unfair or unreasonable for the student.

Complaint handling processes and practices:

- Ensuring that all complaint processes are accessible, fair and transparent.
- Ensuring students are informed about the Creative Academy, University of West London, Slough Borough Council and Office of Independent Adjudicator complaint processes.
- Ensuring that all staff delivering on the programme are fully aware of how to follow processes regarding complaints.

The Office for Students expect Creative Academy to make sure:

prospective students can access the information they need to make the choices that are best for them.

- all students understand what they can expect in terms of teaching and support available.
- students have access to clear, accurate and timely information at all stages of their education experience. This includes information on course content, structure and total course costs.
- contracts are understandable, fair and transparent. If things go wrong, students should have access to a clear complaints handling process.

Creative Academy overall approach to ensuring compliance with consumer protection law:

The Creative Academy is part of a local authority (Slough Borough Council) that has a duty to drive consumer protection law within the borough, so regards its duties towards students very seriously. The Creative Academy overall approach to compliance with Consumer protection law is to ensure policies and procedures are in place for the three areas listed below:

- Information Provision
- Terms and conditions
- Complaints handling

The Creative Academy will proactively monitor, check and amend all policies and procedures to ensure compliance and enhance quality assurance. When and where changes are required to enhance or meet compliance, they are done so swiftly and carried out by engaging with relevant people (such as the student body, Slough Borough Council legal department, the University of West London Quality and Academic office and other regulatory bodies.) The Creative Academy will ensure that all policies and regulations, including those that effect consumer protection law, are clear, transparent, fair, open, honest and accessible by following good processes and involving those who it affects. Occasionally, the Creative Academy may sometimes reactively change a policy where a change has been identified through an external review, audit or recommendation such as a student stating something is not clear and is confusing / misleading.

After reviewing the guidance on Consumer Law, the Creative Academy acknowledges that it is partially compliant with consumer protection law and are addressing steps to review and amend our practices, policies, rules and regulations to ensure full compliance with consumer protection law. We feel this due to some issues regarding information provision and accessibility. **[See Action plan area 4]** The Creative Academy aims to promote this document to add value to prospective and current students by ensuring accessibility and hopes this can be used in conjunction with the CMA's plans to publish materials for students to raise awareness of their rights and drive compliance.

The Creative Academy think there are small areas that can be improved in conforming with information accessibility for prospective students and are addressing these immediately by reviewing the website and other information contained in documents. The Creative Academy will also be making changes after the reviewing of the CMA's consumer protection law guidance to further enhance the student experience and gain student confidence before registration with the Office for Students.

The Creative Academy is a very small provider with less than 100 students so has a relatively small team. The Creative Academy is in a particularly strong position as an alternative provider as it is part of Slough Borough Council, so has access to a wealth of resources from legal, Human Resources to Trading Standards. Consumer protection law responsibility is that of the Quality Assurance and Business Manager. However, all staff play a part in ensuring its compliance. The Creative Academy plans to engage with Slough Borough Council's Consumer Protection law team to gain confidence in its approach to compliance in the Higher Education sector. **[See Action plan area 5]** Each and every member of the Creative Academy team understands their roles and responsibilities to ensure compliance in Consumer Protection Law.

Where new contracts are developed or there is a change in terms and conditions, the Creative Academy protocol is to get these changes approved by Slough Borough Council's legal team. Some contracts, such as short teaching contracts are used as model contracts / templates that do not need checking by the legal department unless changes are made to the terms and conditions. All contracts and terms and conditions have been approved by the legal team. Information management is an internal process following Slough Borough Council's public information policy and this has been checked against the CMA guidance on consumer protection law. The Creative Academy has not identified any major concerns, however are committed to keep reviewing to find potential enhancements aiding the student experience on clear and accurate information.

Whenever new / amended public information is being published or made available, internal checking mechanisms are used to ensure compliance is carried out. This includes secondary proof reading from a member of staff that is fully aware of all policies regarding information. Information management, provision issues and complaint handling is reviewed as part of the Creative Academy quality cycle and reviews. As part of our commitment to be fully compliant and gain student confidence in our higher education provision, the Creative Academy will be reviewing all policies and procedures relating to consumer protection law with the Slough Borough Council legal team (where applicable) to gain confidence from the Office of Students.

Consumer protection law issues are not formally discussed at Creative Academy meetings; however this is something that will be added to the agenda given its importance. **[See Action plan area 6]** All aspects of Consumer Protection Law are part of annual reviews with the University of West London, three yearly reviews with the Quality Assurance Agency and the use of part 3 of the UK Quality code for Higher Education on information about higher education provision. The Creative Academy also undergoes review by the Council for Dance, Drama and Musical theatre (CDMT) where this is discussed. The Creative Academy has undergone a successful QAA review and UWL review in 2017. There is also an annual commitment to provide information to other bodies such as CDMT. There is no formal training for staff on consumer protection law; however this will form part of the Creative Academy action plan for this to be discussed formally at staff away days and meetings. **[See Action plan area 7]**

To ensure that we will be fully compliant, we will review all aspects of Consumer Protection law outlined in this self assessment document and make changes to reflect best practice and gain student confidence. The Creative Academy aims to have this in place for the start of the academic year 2018/19 and ensure that any relevant changes are communicated to staff, students and prospective students through email and the Creative Academy website.

Creative Academy approach to providing information to applicants and students: research and application stage, offer stage and enrolment stage

The Creative Academy has adopted the CMA's statement on Information provision: the need to provide up front, clear, accurate, comprehensive, unambiguous and timely information to prospective and current students. In order to achieve this; staff are fully aware of their responsibilities and management of information processes.

The Creative Academy provide information to applicants and students in the form of:

Research and application stage: The stage where prospective students consider options of what and where to study, and then makes an application.

- a published prospectus containing information on the programmes we offer, entry requirements, modules for the programme, additional qualifications, note on auditions fees (check website), note on course fees (check website), resources, accommodation in Slough, travel information, graduate destinations and how to apply. The prospectus is made available to prospective students on campus, at exhibitions, at events, at fairs and by post.

- The Creative Academy also provide this information on the website

www.creativeacademy.org

The Creative Academy provide applicants with an invitation to audition pack containing information on dates, what the audition consists of, costs and process for selection.

Offer stage: The stage where the prospective student decides whether to accept an offer of a place with a HE provider.

The Creative Academy provides students who are offered a place letters and emails detailing how to accept this place including information on costs and timescales. Also included are conditions of the offer, terms and conditions and rights to cancel. The student also receives a starter pack containing what they require such as uniform, core reading and general information about what to expect.

Enrolment stage: The stage when the student enrolls with the HE provider.

The Creative Academy provide students with enrolment forms, contracts with terms and conditions, student learning agreements and information about the course.

The Creative Academy ensures that this information is accurate by including this in our information review as part of the quality cycle. This information is sent within 5 working days of receiving applications or requests, however usually it is done within 48 hours. The information is sent by email and post and for non replies courtesy calls are made to ensure it was received. In the event that information was not correct during checking at reviews; changes are made by the relevant staff after seeking approval from the programme leader or other departments / bodies if necessary.

The Creative Academy has 2 designated courses:

- Foundation degree in Dance.
- BA (Hons) in Dance.

Both courses are currently £6200 per academic year (typically made up of £6000 Student Finance and £200 non-refundable paid by the student). Both courses have a studio fee of £200 which is refundable, should a student not use it.

Creative Academy contract terms and conditions

The Creative Academy have adopted the CMA's statement on terms and conditions: the need for terms and conditions that apply to students to be fair and balanced. HE providers should not rely on terms that could disadvantage students. In order to achieve this fairness, the Creative Academy are committed to engaging internal and external departments/bodies to ensure a non-bias approach.

The Creative Academy has 2 contracts to govern relationships with students.

- Student terms and conditions
- Student learning agreement

The terms and conditions is a policy written by the Creative Academy, Slough Borough Council and the University of West London on validation of the courses. The document has been checked by Slough Borough Councils legal department. The writing of the terms and conditions did not involve student participation however the Creative Academy is planning to consult with students to gain their views on the fairness of them as part of enhancing the student experience outlined in the CMA guidance to compliance. **[See Action plan area 8]**

The student learning agreement is a document that was written by the Creative Academy and the student body to ensure it was fair, clear, balanced and transparent. This document was then checked by legal in Slough Borough Council. Any amendment made to this document has to be approved by legal to ensure it reflects and protects the interests of both students and the Creative Academy fairly.

The terms and conditions including rules and regulations are made available to the student via the Creative Academy website. All documentation sent to students signposts links where this can be accessed to ensure information is not duplicated. Documents are available at [Creative Academy](#)

The Creative Academy will ensure that terms and conditions are clear and understandable to students by including the students in the writing of these documents. These documents also form an important part of the student's induction on the programme to ensure they are clear on what they can expect and what is expected of them. The Creative Academy will use student consultation and engagement to ensure these are fair. The Creative Academy also ensure that students are given adequate time to review terms and conditions before any acceptance.

Creative Academy complaint handling processes and practices

The Creative Academy have adopted the CMA's statement on complaint handling processes and practices: the need to ensure that complaint handling processes and practices are accessible, clear and fair to students.

In order to achieve these objectives the Creative Academy makes use of Slough Borough Council policy, the University of West London's policies and the Office of Independent Adjudicators framework.

The Creative Academy ensure that complaint practices are clear, accessible and fair by ensuring the following steps:

- Student engagement and consultation in the writing of the policies.

- Slough Borough Council legal input into the policies and processes.
- University of West London approval on these policies.
- Annual checking of these policies by the Office of Independent Adjudicator.

The Creative Academy ensures students are aware of the complaints procedure by signposting this on all prospective student communications to the website. Prospective students can exercise their right to make a complaint in the same way a current student can. The Creative Academy also ensure that these procedures are part of induction processes and that both staff and students are clear on how to make a complaint and how this complain will be handled with timescales. There are two policies regarding complaints procedures for Creative Academy; the 'Audition Appeals Procedure' for prospective students to the courses and the 'Complaints Procedure' for current and graduate students.

All complaints processes are available to view at [Creative Academy](#).

The Creative Academy do not have students studying at partner organisations or any international Tier 4 students.

The Creative Academy has reviewed the Office of Independent Adjudicator's document 'the good practice framework: handling student's complaints and academic appeals'. All staff that are involved in the complaints process are aware of the principles to ensure a robust complaints procedure.

The Creative Academy is committed to working to the principles outlined by the OIA for a good complaints process and a good academic appeals process. The Creative Academy is planning a review to check the complaints procedures against the OIA framework in particular the elements below:

[See Action plan area 9]

Accessibility: ensures all students have clear and accessible information.

Clarity: ensures students are aware of all the different complaint channels and processes.

Proportionality: ensures flexibility when issues are raised and act in a fair and reasonable way.

Timeliness: ensures students are fully aware of timescales for resolution and they are acted on.

Fairness: ensures decision making is fair, equal opportunity present and clear in decisions.

Independence: ensures decisions are made without conflict of interest at all stages.

Confidentiality: ensures no disadvantage through total confidentiality.

Improving the student experience: ensures consistent decisions and appropriate action are used to enhance the student experience and decisions are made at the appropriate level.

The Creative Academy adopts an ethos of ensuring that all student concerns are dealt with swiftly at an informal level, which is helped by an 'open door policy' that all the students are totally aware of. Being a small provider of less than 100 allows us to operate in this way. If concerns are not dealt with in a satisfactory manner then staff will ensure the student understands the complaints process. The Creative Academy will never create barriers to stop a student making a complaint of any nature; however staff, are trained to identify and deal with issues satisfactorily before they escalate.

The Creative Academy quality cycle of checking processes and policies gives us confidence in our complaints procedures. This is underlined by membership and annual returns submitted to the Office of Independent Adjudicator. The Creative Academy ensure staff are competent at following all procedures through induction, peer mentoring for new staff, refresher training during staff meetings and staff annual away day.

The Creative Academy is going to adopt the checklist extracted from the CMA's guidance for higher education providers as part of the quality assurance cycle to ensure compliance is met. A copy of that checklist is attached below in full (Annex A) following the terms of the Open Government Licence of reusing this information free of charge. **[See Action plan area 10]**

Governance arrangements for Consumer Protection Law and action plan

The Creative Academy is seeking to gain approval from the governing body and review the action plan (areas 1-10) once feedback from the Office for Students has been received. The actions (1-10) will be governed by the completion of Action (17) Creation of a steering group involving SBC, UWL, Industry, Students. In the interim period once feedback has been received back from the OFS, the Creative Academy will get this self assessment approved by its own Consumer Law team as per Action (A). The governing body will be responsible for updating, maintaining, reviewing and monitoring changes to Consumer Protection Law to ensure it is fit for purpose and compliant.

For general enquiries and/or complaints regarding this self assessment please contact the Creative Academy using the information below:

- By phone - 01753 875400
- By email - info@creativeacademy.org
- By post - Creative Academy, 73a Stoke Poges Lane, Slough, Berkshire, SL1 3NY
- By website - using the contact us page
- Complaints - please see the complaints process on the website.

The following checklist extracted from the CMA's guidance: UK higher education providers – advice on consumer protection law will be used by staff to ensure compliance

Annex A: Checklist summaries of Chapters 4, 5 and 6

1. Compliance checklist summary: your information provision

Research and application stage

You should ensure that:

(a) You provide prospective students with 'material information' – including about the courses you offer, the structure of those courses, and the relevant fees/costs – before they make a decision about which courses and providers to apply to.

(b) This information is accurate, clear, unambiguous, and is given up front. (This includes information given verbally, visually, and in writing.)

(c) The information is easily accessible, for example, via your website, prospectuses, course and departmental handbooks, and at open days.

(d) You draw prospective students' attention to important and surprising rules and regulations, and make them accessible.

(e) You do not omit important information that could affect students' decisions about their choices and bear in mind particularly important information for certain groups of prospective students, for example part-time or international students.

You should also note that:

(f) Where you publish materials (such as prospectuses or information on your websites) which provide sufficient information about the courses being offered and the costs for the prospective student to make a decision about applying, this will be an 'invitation to purchase' under the CPRs. In each invitation to purchase, you should ensure you are providing all the necessary 'material information', for example the main characteristics of the course, the total tuition fees and other costs, in a comprehensive way.

(g) Although 'material information' required under the CPRs is broader in scope than the pre-contract information required under the CCRs, there is a significant overlap. Where you are giving information that is in fact 'pre-contract information' under the CCRs, you should be careful that the information is accurate because the pre-contract information will be binding.

The offer stage

The CPRs and the CCRs both apply at the offer stage. When an offer is accepted, the HE provider and prospective student enter into a contract. This is likely to be a 'distance contract' under the CCRs where offer and acceptance take place at a distance (for example, via the UCAS system). To comply with both pieces of legislation you should ensure that:

(h) You continue to provide important information to prospective students to inform their decision on which offer(s) to accept. (This obligation continues throughout your dealings with prospective students and, in particular, where any important information from your prospectus or other course promotional materials has changed this should be brought to students' attention.)

(i) You draw prospective students' attention to your full contractual terms and conditions, that these are easily accessible, and that you highlight particularly surprising or important terms.

(j) You provide prospective students with the necessary pre-contract information required under the CCRs at the latest before they accept an offer of a place on a course. For example, this would include the requirements of the offer, the main characteristics of the course, the duration of the course, and the total price and other relevant costs (or how these will be calculated).

(k) Where any pre-contract information (as defined in the CCRs) that you have already provided changes, you have obtained the student's express agreement to the change before or at the time of making the offer.

(l) Where you anticipate that some things might change after the offer is accepted, you make clear in the pre-contract information what could change, when, and how, so that the student can agree to this.

(m) Any terms in the contract that purport to allow changes to the pre-contract information are fair under unfair terms legislation.

(n) You provide prospective students with a notice of their 14-day right to cancel, where the application and offer is carried out at a distance.

(o) Once an offer is accepted, you provide confirmation of the contract on a durable medium, for example as attachments to an email. The confirmation must include all pre-contract information, unless it has already been provided on a durable medium.

Enrolment stage

When prospective students enrol ensure that you have provided them with the information required under the CPRs and CCRs. You should ensure that:

(p) You check the pre-contract information you gave to prospective students at the offer stage or before is still accurate on enrolment.

(q) In any event, where any changes have been made to material information, you inform students about these at the earliest opportunity because failure to do so may be misleading omission under the CPRs.

(r) Where a separate contract for educational services is entered into on enrolment, and enrolment takes place on campus, you comply with the CCRs requirements for 'on-premises' contracts. (This requires certain information to be provided if it is not already apparent in the context, for example the HE provider's identity is likely to be apparent if the enrolment takes place at the main campus.)

(s) Where a separate contract for educational services is entered into on enrolment, and enrolment takes place at a distance, you comply with the CCRs requirements for 'distance' contracts, including in relation to the student's right to cancel.

(t) You draw students' attention to your terms and conditions, and any other rules and regulations, and make them accessible. You should highlight important and surprising terms and provisions to students.

2. Compliance checklist summary: your contract terms and conditions

You should ensure that:

(a) Your terms (which are likely to include your rules and regulations and other applicable documentation that contains rules that apply to students) can be easily accessed, for example on your website, and are available to students.

(b) Students are aware of your terms and that you give them the opportunity to review them before they accept an offer.

(c) Your terms are written in plain and intelligible language and are clear and transparent so that students understand them, how they affect their rights and obligations, and how the terms could impact them.

(d) You highlight any important or surprising terms and draw them to students' attention before they accept an offer, so that their significance is not missed. For example, a term that sets out how tuition fees may change over the duration of the course should be brought to students' attention up front.

(e) Your terms are not drafted in such a way that their effect could be unfair. They should strike a fair balance between your rights and obligations and those of students. For example, the following types of term applied in a blanket way may be open to challenge:

(i) terms allowing an HE provider an unreasonably wide discretion to vary course content and structure or increase fees during the duration of the course;

(ii) terms seeking to limit an HE provider's liability for non-performance or sub-standard performance of the educational service;

(iii) terms that give HE providers a blanket assignment, or a blanket right to receive an assignment, of intellectual property rights from students to the provider; and

(iv) terms allowing an HE provider to impose academic sanctions against students for non-payment of non-tuition fee debts.

3. Compliance checklist summary: your complaint handling processes and practices

You should ensure that:

(a) Your complaints procedure is easily located and accessible to students, for example on your website and intranet.

(b) You provide prospective students with information about your complaints process(es) before they accept an offer of a course (this includes procedures relating to applicants and current students if they are separate).

(c) You provide students with clear and accurate information about your complaint handling procedures, in writing and (where applicable) verbally, for example:

(i) where you offer a course in partnership with, or sponsored or awarded by, another HE provider it should be clear where responsibility for complaint handling lies;

(ii) you should provide accurate details of any external complaint or redress scheme that students can access; and

(iii) where students raise concerns at an informal level, you should inform them that they can make a complaint under your formal complaints process if the matter is not satisfactorily resolved.

(d) Ensure that your complaints handling processes are fair. This is more likely to be achieved where you:

(i) set out clear and reasonable timescales in which students can expect to hear back about their complaint at each stage of the process, as applicable;

(ii) set out clear and reasonable timescales relating to how long students will be given to respond to any requests for further information that you may make;

(iii) do not create unreasonable barriers for students pursuing a complaint; and

(iv) provide the ability for students to escalate the matter if they are unhappy and, where the regulatory framework allows it, ultimately to appeal if the matter is not satisfactorily resolved.

- (e) Follow any guidelines published by any third party redress or complaint schemes of which you are a member.
- (f) Ensure that your staff are trained in and follow your complaint handling procedures in practice.