



2024-25

Central Film School

## **Consumer Protection Compliance Policy**

### **1. Introduction**

- 1.1. Central Film School London is committed to its obligations to comply with national regulations concerning consumer protection and to ensuring all students who apply, are offered a place and enrol on its programmes have access to all the necessary information they need to make informed decisions.
- 1.2. The text below makes frequent reference to: The Consumer Protection from Unfair Trading Regulations 2008 and subsequent updates (CPRs) and The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and subsequent updates (CCRs)

### **2. Enquiry and application stage**

- 2.1. The School will ensure that:
  - The School will provide prospective students with 'material information' – including about the courses. The School will offer the structure of those courses, and the relevant fees/costs – before prospective students make a decision about which courses and providers to apply to.
  - This information will be accurate, clear, unambiguous, and given spontaneously. (This includes information given in conversation, visually, and in writing.)
  - The information will be easily accessible, for example, via website, prospectuses, course and departmental handbooks, and at open days.

- The School will draw prospective students' attention to important and surprising rules and regulations, and make them accessible.
- The School will 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.
- The School will publish materials (such as prospectuses or information on 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 constitute an 'invitation to purchase' under the CPRs. In each invitation to purchase, The School will ensure that it is 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.

2.2. Where The School is giving information that is in fact 'pre-contract information' under the CCRs, The School will be careful that the information is accurate because the pre-contract information is recognized as binding

### **3. The Offer Stage**

3.1. The School recognizes that CPRs and the CCRs both apply at the offer stage. When an offer is accepted, The School and prospective students 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 a national HE application system). To comply with both pieces of legislation The School will ensure that:

- The School will continue to provide important information to prospective students to inform their decision on which offer(s) to accept. (This obligation continues throughout the School's dealings with prospective students and, in particular, where any important information from the prospectus or other course promotional materials have changed this will be brought to students' attention.)
- The School will draw prospective students' attention to its full contractual terms and conditions, which will be easily accessible, and The School will highlight any particularly surprising or important terms.
- The School will 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 shall 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.

- 3.2. Where any pre-contract information (as defined in the CCRs) that The School has already provided changes, The School will have obtained the student's express agreement to the change before or at the time of making the offer.
- 3.3. Where The School anticipates that some things might change after the offer is accepted, it will make clear in the pre-contract information what could change, when, and how, so that the student can agree to this.
- 3.4. Any terms in the contract that allow changes to the pre-contract information will be fair under unfair terms legislation.
- 3.5. The School will provide prospective students with a notice of their 14-day right to cancel, where the application and offer is carried out at a distance.
- 3.6. Once an offer is accepted, The School will 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

#### **4. Enrolment stage**

- 4.1. When prospective students enrol, the School will have provided them with the information required under the CPRs and CCRs. The School will have checked that the pre-contract information given to prospective students at the offer stage or before is still accurate on enrolment.
- 4.2. In any event, where any changes have been made to material information, The School will inform students about these at the earliest opportunity because it recognizes that failure to do so may be misleading omission under the CPRs.
- 4.3. Where a separate contract for educational services is entered into on enrolment, and enrolment takes place on campus, The School will 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 School's identity is likely to be apparent if the enrolment takes place at the main campus.)
- 4.4. Where a separate contract for educational services is entered into on enrolment, and enrolment takes place at a distance, The School will comply with the CCRs requirements for 'distance' contracts, including in relation to the student's right to cancel.
- 4.5. The School will draw students' attention to its terms and conditions, and any other rules and regulations, and make them accessible. The School will highlight to students any important and surprising terms and provisions.

#### **5. Contract terms and conditions**

5.1. The School will ensure that:

- Its terms (which are likely to include School rules and regulations and other applicable documentation that contains rules that apply to students) can be easily accessed, for example on the website and intranet/VLE, and are available to students.
- Students are aware of the appropriate Student Contract, Terms and Conditions. The School will give students the opportunity to review them before they accept an offer.
- 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.
- The School will 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 spontaneously by The School.

5.2. School terms are not drafted in such a way that their effect could be unfair. They will strike a fair balance between The School's rights and obligations and those of students. For example, The School recognizes that the following types of term applied in a blanket way may be open to challenge:

- terms allowing the School an unreasonably wide discretion to vary course content and structure or increase fees during the duration of the course;
- terms seeking to limit the School's liability for non-performance or substandard performance of the educational service;
- terms that give the School a blanket assignment, or a blanket right to receive an assignment of intellectual property rights from students; and
- terms allowing the School to impose academic sanctions against students for non-payment of non-tuition fee debts

## **6. Complaint handling processes and practices**

6.1. The School will ensure that:

- complaints procedures are easily located and accessible to students, for example on both website and intranet.
- The School will provide prospective students with information about complaints processes before they accept an offer of a

course (this includes procedures relating to applicants and current students where they are separate).

- The School will provide students with clear and accurate information about complaint handling procedures, in writing and (where applicable) orally, for example:
- Where The School offers a course in partnership with, or sponsored or awarded by, another provider it will be clear where responsibility for complaint handling lies;
- The School will provide accurate details of any external complaint or redress scheme that students can access;
- The School will inform students that a concern can be made into a complaint under the formal complaints process if the matter is not satisfactorily resolved.

6.2. The School's complaints handling processes will be fair. The School recognizes that this is more likely to be achieved where it:

- sets out clear and reasonable timescales in which students can expect to hear back about their complaint at each stage of the process, as applicable;
- sets out clear and reasonable timescales relating to how long students will be given to respond to any requests for further information;
- does not create unreasonable barriers for students pursuing a complaint; and
- provides the capacity 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.

6.3. The School will follow any guidelines published by any third party redress or complaint schemes of which it is a member.

6.4. The School's staff will be trained in and follow its complaint handling procedures.

## **7. Information provision requirements under the CCRs**

7.1. Types of information that The School considers it should provide to comply with the requirements of the CCRs and other HE regulatory expectations include but do not exhaust:

7.2. Where relevant, the conditions under which The School will reserve a place for the student on the course.

7.3. Important information about the course, including:

- the course title
- core modules for the course
- indication of likely optional modules, including whether there are any optional modules that are generally provided each year

- the award to be received on completion
  - if different from The School, the awarding body, whether the course is accredited, eg by a university or Professional, Statutory and Regulatory Body, and by whom
  - the duration of the contract and, where applicable, the minimum duration (this is likely to include the standard length of the course)
  - the total price for the service and (if the price is not known in advance) how it will be calculated.
- 7.4. Tuition fees payable per year and the total fees cost for the course plus details of any other costs or (if those costs are not known in advance) how they will be calculated how fees may change for future years and how any changes will be calculated, so the student can foresee possible changes and how they could affect them. This would include information about: whether fees in future years might or will increase, which students this would apply to (for example, if increases will apply to only a certain group such as international students or in respect of a particular course, this should be made clear) the method by which any increases will be calculated (which could set out an explanation of how the fees will increase, e.g. setting out that fees may increase in line with inflation, and how this would be calculated.
- 7.5. If applicable, information about the total cost of any extra costs, such as for field trips, equipment, materials, bench fees or studio hire. Information should include: whether these extra costs are mandatory and/or optional when they are due to be paid, how much these extra costs are or are likely to be (and if they are unknown or uncertain, how they will be calculated)
- 7.6. The identity of The School the student is contracting with, and the address at which it is established, telephone number
- 7.7. If different from The School offering the course, information will include the name and address of the awarding body, plus the relevant contact details, or an easily used link to such details.
- 7.8. The School's fax number and email address, and, if different, any relevant registered office details.
- 7.9. Should The School operate a course from a campus or site that is different from their place of establishment (eg the registered address), the details of this address will also be provided.
- 7.10. The complaint handling policy and complaint/redress mechanism. This will include details about the complaint handling process for academic and non-academic complaints and for academic appeal.

- 7.11. The full policy, and any other redress options that are available to the student with currently relevant third parties such as the Office of the Independent Adjudicator.
- 7.12. Payment, service delivery and performance arrangements This will include:
- the payment arrangements for tuition fees and the 'extra costs' referred to previously in this table
  - the location of study. This will also include the likely or possible location of any work placements to be undertaken (where known)
  - information about the composition of the course and how the course will be delivered, and the balance between the various elements, such as the number and type of contact hours that students can expect (eg lectures, seminars, work placements, feedback on assignments), the expected workload of students (eg the expected independent study time) and details about the general level of experience or status of the staff involved in delivering different elements of the course; and the overall method(s) of assessment for the course (eg by exams, coursework or practical assessments or a combination of these).
- 7.13. Details of codes of conduct of which The School is a member, and how to obtain a copy of that code
- 7.14. Where applicable, details of deposits required to be paid by the student and when Information about the right to cancel a distance contract, plus the model cancellation form. The student has the right to cancel and withdraw during a 14-day period from the date the contract is entered into (the day the student accepts the offer). Students should be provided with a copy of the model cancellation form, though the student is not obliged to use the form to cancel.

## **8. In Addition**

- 8.1. The School will not seek to levy disproportionate charges in compensation or requiring the student to pay for services which have not been supplied, if the student decides not to conclude or perform the contract with The School;
- 8.2. The School will not unilaterally decide the characteristics of the subject matter of its contract with the student after the student is bound by the contract;
- 8.3. The School will not attempt to give itself the discretion to set the price after the student is bound by the contract, where no price or method of determining the price is agreed when the student is bound.
- 8.4. If required by the UK government, the School reserves the right to deliver the programmes by distance learning, either in part or in full,

while maintaining the overall quality of the programmes delivered online. This may include the use of alternative assessments or and/or the rescheduling of modules in order to maintain the quality of learning. This does not affect your statutory rights.

- 8.5. The School recognizes that some supposed contractual terms are never binding on the student, such as terms that have the effect of restricting The School's liability if services are not provided with reasonable care and skill; or a term in that seeks to exclude or restrict liability for death or personal injury resulting from the School's negligence; or terms that allow the School to impose academic sanctions against students in a blanket and disproportionate fashion for non-payment of non-tuition fee debts.
- 8.6. The School recognizes that any partial or full refunds due to students must be provided without undue delay, and in any case within 14 days from the School's agreement that a refund is due.



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