

SUMMARY OF THE UNDERTAKING PROVIDED TO THE CMA

THE UNIVERSITY OF GLASGOW

Following the Competition and Markets Authority (CMA) review of consumer law compliance in the Higher Education undergraduate sector, the University of Glasgow has fully co-operated and voluntarily engaged with the CMA and agreed the following undertaking with the CMA pursuant to section 219 of the EA02:

[The following undertaking took effect from 25 November 2016]

The University of Glasgow will not:

1. Threaten, apply or rely upon in any way, academic sanctions for the purpose of obtaining or securing from a student monies owed to the University of Glasgow, which are not tuition fee debts, including (but not limited to) accommodation fees and library fines.
2. Use or recommend for use in contracts with students, concluded on or after the date of this undertaking, the relevant term (as defined in paragraph (a) below) or any term of a similar kind or with a similar effect, namely that have the object or effect of permitting the University of Glasgow to impose academic sanctions for the purpose of obtaining or securing from a student the payment of monies owed to the University of Glasgow which are not tuition fee debts.
3. Use or recommend for use on or after the date of this undertaking any consumer notice of a similar kind or with a similar effect as the relevant term.
4. Enforce, attempt to enforce or otherwise rely on the relevant term in contracts with students concluded before the date of this undertaking and/or any term of a similar kind or with a similar effect in such contracts.
5. Enforce, attempt to enforce or otherwise rely upon any consumer notice of a similar kind or with a similar effect as the relevant term, which was provided or communicated before the date of this undertaking.

For the purpose of this undertaking:

- a) **“the relevant term”** referred to in this undertaking is set out at Clause 13.1 of the University of Glasgow’s Calendar 2015-16, namely “No person shall be permitted to register as a student of the University, graduate or to receive any degree, diploma or other qualification conferred by the University, unless all arrears of fees for residence, and any other sums due to the University, have been paid”. For the avoidance of doubt, for the purposes of this definition “any ... sums due to the University” does not include a tuition fee debt.
- b) **“academic sanctions”** includes preventing graduation, preventing receipt of a qualification conferred by the University of Glasgow, preventing academic progression, preventing enrolling for the next academic year or session of study, preventing registration for exams, withholding a student’s academic results or any other academic processes, or withholding academic services like tuition or access to university facilities that are critical to study.

- c) “**consumer notice**” has the same meaning as that in section 61 of the CRA. It is a notice that relates to rights or obligations between a trader and a consumer, or which purports to exclude or restrict a trader’s liability to a consumer. It includes an announcement (whether or not in writing) and any other communication whether or not expressed to apply to a consumer, as long as it is reasonable to assume that it is intended to be seen or heard by one.