

SUMMARY OF THE UNDERTAKING PROVIDED TO THE CMA

THE UNIVERSITY OF EAST ANGLIA

Following the Competition and Markets Authority (CMA) review of consumer law compliance in the Higher Education undergraduate sector, the University of East Anglia 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 13 January 2017]

In relation to the introduction of a compulsory module on an undergraduate course, The University of East Anglia (“UEA”) will not:

- A. Use or recommend for use a term in its contracts with students (as defined below) concluded on or after the date of this undertaking, and/or a consumer notice with such students or prospective students (as defined below), which has the object or effect of allowing UEA to not treat as a substantial change any proposal or decision made by UEA to add a new compulsory module to an undergraduate course; thereby denying such affected students or prospective students the rights which would otherwise be applicable to them (respectively) where changes are deemed as substantial, such rights include respectively:

Where students have commenced their studies:

- i. **Appropriate consultation** namely seeking the views of each student who has commenced their studies and is potentially affected by a proposal to change their course and considering such views before deciding whether or not to proceed with the proposal or to proceed with a modified proposal.

For all students and prospective students:

- ii. **Immediate notification** to affected students and affected prospective students of a decision to change their course and, where appropriate, **reasonable notice** and a **corresponding right to withdraw** “their application” if their studies have not yet commenced or if their studies have commenced the right to withdraw from their course. In the event of a withdrawal, where applicable, **appropriate refund of course fees**.

For all students and prospective students:

- iii. **Where reasonable, an offer by UEA of a suitable replacement course/programme** to all students and prospective students who are affected by a decision to change their course.

- B. Enforce, attempt to enforce or otherwise rely on a term in contracts with undergraduate students concluded before the date of this undertaking which has the object or effect as the term set out in A above and/or any consumer notice which has such an object or effect which was provided or communicated before that date.

- C. Fail to update or amend, in a timely manner, the undergraduate course information on its external website to accurately reflect substantial and/or significant changes (as defined in term 9.3 of UEA’s Student General Terms and Conditions 2016/17) made to courses.

Note for the purpose of this undertaking:

“Student(s)”, except as indicated in paragraph Ai), means those who have accepted an offer of a place on a undergraduate course at UEA, including those who have not commenced their studies and those who have.

“Prospective student(s)” for the purpose of this undertaking means those who have received an offer of a place on an undergraduate course at UEA but have not yet accepted or rejected it.

“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.¹⁰