

UNIVERSITY OF LIVERPOOL UNDERTAKING TO THE COMPETITION AND MARKETS AUTHORITY ('CMA') UNDER SECTION 219 OF THE EA02 RELATING TO:

THE UNFAIR TERMS IN CONSUMER CONTRACTS REGULATION 1999 (UTCCRs), PART 2 OF THE CONSUMER RIGHTS ACT 2015 AND CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (CPRs)

The University of Liverpool (the 'UoL') registered University of Liverpool, Foundation Building, Brownlow Hill, Liverpool, L69 7ZX, provides the following undertaking to the CMA pursuant to section 219 of the EA02, in response to the CMA's consumer protection law investigation into the compliance of the UK Higher Education sector (the 'Undertaking'):

Definitions

For the purposes of the Undertaking:

1. 'the relevant terms' referred to in this undertaking are terms which 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 Liverpool, which are not tuition fee debts, in particular;
 - a) Section 27.2 of the Ordinance 2017/18, namely "In order to be awarded a degree, diploma or certificate of the University, a student must have satisfied the requirements of the programme of study leading to the award as set out in the programme specification and the relevant Ordinances and Regulations and must have paid all fees and other debts owed to the University". For the avoidance of doubt, for the purposes of this definition "all fees and other debts owed to the University" does not include a tuition fee debt.
 - b) Section 7.1 of the University of Liverpool's Programme Terms and Conditions 2019/20, namely "If by 1 February in any given academic year you have failed to enter into a suitable arrangement to pay fees, fines or charges (including those fees, fines and charges relating to University accommodation), or where you remain in default on any such fee payment arrangement, the University will seek to restrict your access to all University library and computing services. This will include restriction of your access to Library services and the removal of your MWS IT account and hence access to email, the VITAL e-learning environment, the Liverpool Life student portal, and online academic and examination timetables."
 - c) Section 11.1 of the University of Liverpool's Payment Policy 2018/19: Student Fees, Fines and Charges, namely "Where by 1 February 2019 a student fails to enter into a suitable arrangement to pay student fees, fines or charges within the timescales prescribed within this Policy, or where a student defaults on any such fee payment arrangement, the University will seek to restrict their access to all University library and computing services. This will include restriction of students' access to Library services and the removal of their MWS IT account and hence access to email, the VITAL e-learning environment, the Liverpool Life student portal, and online academic and examination timetables."

2. 'academic sanctions' includes preventing graduation, preventing receipt of a qualification conferred by the University of Liverpool, 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 including access to UoL library and computing services.
3. 'non-tuition fees debt(s)' covers students' non-payment of monies other than tuition fees including for example outstanding sums to the UoL for accommodation and library fines and Non-Tuition Fees should be interpreted consistently.
4. 'consumer notice' has the same meaning as that in section 61 of the CRA¹.

Undertaking

In accordance with section 219(4) of the EA02, the UoL undertakes to the CMA not to continue or repeat any of the conduct within the United Kingdom ("UK") which is set out in paragraphs 5 – 9 below:

Academic sanctions on UoL students and graduates for non-tuition fees debt

5. 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 Liverpool, which are not tuition fee debts, including (but not limited to) accommodation fees and library fines.
6. Use or recommend for use in contracts with students, the relevant terms (as defined in paragraph 1(a)-(c)) or any term of a similar kind or with a similar effect, namely that have the object or effect of permitting the University of Liverpool to impose academic sanctions for the purpose of obtaining or securing from a student the payment of monies owed to the University of Liverpool which are non-tuition fee debts.
7. Use or recommend for use any **consumer notice** of a similar kind or with a similar effect as the relevant term.
8. Enforce, attempt to enforce or otherwise rely on the relevant terms in contracts with students concluded before, on or after the date of this undertaking and/or any term of a similar kind or with a similar effect in such contracts.
9. 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.

¹ 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.

Remove or amend sections within any UoL policy that includes academic sanctions on UoL students for non-academic related debt

10. To remove as soon as is as reasonably possible and no later than before the start of the academic year 2019/20 any sections in the following consumer notices, or other consumer notices published by UoL, that make reference to academic sanctions for non-academic related debt, including but not limited to:
- a) Section 11.1 of the University of Liverpool's Payment Policy 2018/19; and
 - b) Section 7.1 of the University of Liverpool's Programme Terms and Conditions 2019/20.

Measures offering redress to consumers

Further the UoL undertakes to the CMA:

11. Where a student or graduate who was, is or remained subject to academic sanctions for non-tuition fee debt by UoL, that:
- a) the academic sanction shall immediately be lifted and, where applicable, the student will be permitted to progress to the next year of study;
 - b) where it has been prevented, the student is permitted to graduate; and
 - c) where it has been withheld, the student is awarded their degree, diploma or certificate from the UoL.

Reporting requirements

12. The UoL undertakes, no later than 60 days from the date of the Undertaking, to provide the CMA with a written report:
- a) Confirming the amendments, referred to in paragraph 10, have been completed;
 - b) Confirming the number of, and that all, students or graduates who have had or have academic sanctions applied to them for non-academic related debt lifted in accordance with the request, as referred to in paragraph 11.

BY SIGNING THIS UNDERTAKING THE UNIVERSITY OF LIVERPOOL IS AGREEING TO BE BOUND BY IT.

CONDUCT WHICH CONTRAVENES PARAGRAPHS 5 – 12 ABOVE MAY CONSTITUTE A COMMUNITY INFRINGEMENT AND/OR DOMESTIC INFRINGEMENT PURSUANT TO PART 8 OF THE EA02. IF HAVING SIGNED THE DOCUMENT THE UNIVERSITY OF LIVERPOOL BREACHES ANY OF THE ABOVE UNDERTAKING, IT IS AWARE THAT IT MAY BE THE SUBJECT OF AN APPLICATION TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 OF THE EA02.