



Digital Marketing School

Digital Marketing School

Compliance with Consumer Protection Law – V1.1

April 2025

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1- Introduction

Consumer protection legislation plays an important role in governing the relationship between UK universities and their students as consumers. Digital Marketing School (DMS) is committed to ensuring its customers are treated lawfully and fairly and is fully compliant with the same and implementation of the guidance issued by the Competition and Markets Authority (CMA) on the application of consumer protection legislation.

The CMA's advice outlines in details the responsibilities of the academic institutions for providing information at various stages of; enquiry and application, when an offer is made, during enrolment, including; provision of any other information that students may rely on for decision making. CMA requires that the information provided is accurate, it is accessible, it is in a durable format, and it is up to date. The above is available in durable format via DMS website [Home | Digital Marketing School](#). Failure to comply to the above may result in a variety of sanctions including, refunds of fees, reduction of fees, reputational damage, and possible review by CMA, QAA, and OFS. DMS approach to compliance with protection law is as follows;

2- Information Provision

DMS is committed to provide students with the required information in order to enable them to make informed decision about which academic institution and programme of study to apply for. In line with CMA guidelines, these include:

- a) The programme title.
- b) The award to be received on successful completion of the programme.
- c) Whether the course is accredited by a professional, Statutory, or Regulatory body.
- d) Duration of programme.
- e) The location of study.
- f) The entry requirements.
- g) Course content (core and optional modules).
- h) Overall approach to teaching and learning including; delivery mode; number and type of contact hours, (for example lectures, seminars, and independent learning), assessment methods (for example, exam, or both), coursework, staff profiles, attendance, feedback on assignments, and support .
- i) Rule, Regulations, and policies that you are bound by during your studies.
- j) Tuition fees including payment arrangements and any possible fee increase due to inflation.



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- k) Other extra costs that may incur, for example filed trips
- l) All communications – verbal or written - to prospective or current students must comply with CMA expectations.

3- Terms and Conditions

The language used in terms and conditions in the a number of documents and policies such as rule, regulations, and contract documents, used by DMS are based on guidance provided by CMA and are intended to make you aware of your right and obligations to DMS and DMS obligation to you. The terms and conditions used are clear, fair, accessible, and transparent. According to CMA's consumer protection law, the terms and conditions may not be fair, accessible, and transparent if, for example, they are:

- a) Only provided at the time you meet the requirements of a conditional offer or at the time you enroll;
- b) Only available on a university's intranet, which can only be accessed by existing students;
- c) Set out in a number of lengthy documents or across a number of locations (for example on the university's website); or
- d) Not written in plain language so you are unable to understand the meaning and how the terms could affect you.

Terms may also be unfair if they do not strike a fair balance between your rights and obligations and those of the DMS - for example, if they:

- 1 Allow DMS to make sweeping changes to significant aspects of your course (such as content, structure or location) or to increase your fees during the course;
- 2 Seek to limit or exclude the DMS's liability if it doesn't provide you with the course it agreed to or fails to provide it to a reasonable standard;
- 3 Assign all intellectual property rights (IP) for any of your work to the university, regardless of the circumstances;
- 4 Prevent you from progressing to the next academic year or graduating if you owe non-tuition fee debts to the DMS, in a blanket fashion and regardless of the circumstances.

4- What Can Students Expect

OFS states that under consumer law, students should expect the following:



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- DMS must provide up-front, clear, intelligible, unambiguous and timely information and be clear about what they offer on any course.
- Terms and conditions that apply to you must be fair and balanced.
- Descriptions of the services for which you are paying should be clear and not be misleading.

5- Complaints Handling Process

If you think DMS may not have met its obligations under the consumer law, you may wish to in the first instance discuss this with DMS staff responsible for programme delivery or student advisor, or, your local student union, or NUS representative. Alternatively, you could contact Citizen Advice.

DMS's complaints and appeals policies and procedures are published on the admissions pages of School website. Students are provided with clear information about complaint handling processes initially via the Student Handbook (issued to them as part of their offer of a place) and also via the current students section of the website.

You have the right to complain about the services you receive from DMS according to the student complaints procedures policy available on DMS student section, which provide information on;

- Formal and informal processes dealing with academic and non-academic issues;
- The grounds for appeal, complains, or grievances;
- To ask for the review of the decision of appeal panel;
- The right to appeal to external entities, such as OIA.

According to OFS, universities and colleges must ensure that how they handle complaints is accessible, clear and fair to students. Where complaints are not resolved through the higher education provider's own complaints procedures, students can take their complaint to the [Office of the Independent Adjudicator for Higher Education](#)^{External link (Opens in a new tab or window)} (OIA). The OIA provides a dispute resolution service for students.

Consumer law will generally apply to the relationship between universities and undergraduate students. For additional information on the content of this guidelines please visit <http://www.gov.uk/cma>

6. Monitoring and Review

Compliance with Consumer Protection Law will be reviewed on annual basis to ensure compliance with Consumer Protection Law in light of CMA (Competition and Markets Authority) guidance.

7. Version Control

Version No	Date	Reason for change	Next Review
V1	28/04/2025	Creation and approval by Academic Board	April 2026
V1.1	29/04/2025	Version Control updated	