

Consumer Protection (Curriculum) Policy

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CONSUMER PROTECTION (CURRICULUM) POLICY

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1. Introduction

Whether undergraduate, postgraduate, or enrolled on a short course, students at UK universities are legally classified as ‘consumers’. As a UK Higher Education institution, Ulster University (the University) is obliged to comply with the United Kingdom’s consumer protection legislation.

This policy demonstrates the University’s commitment to protecting students’ rights. In order to meet the, at times competing, requirements of agile curriculum enhancement and consumer protection compliance, this policy proposes to manage and mitigate risks relating to consumer protection compliance and as such should be interpreted alongside other competing risks (such as the risk of offering a less satisfactory student experience, and the risk of not responding adequately to changes mandated by a professional, statutory or regulatory body (PSRB)).

2. Legislative Framework

This policy has been developed in accordance with the following pieces of legislation and guidance documents:

- Consumer Rights Act 2015;
- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
- The Consumer Protection from Unfair Trading Regulations 2008;
- Unfair Terms in Consumer Contracts Regulations 1999;
- Competition and Markets Authority’s UK Higher Education Providers – Advice on Consumer Protection Law: Helping you comply with your obligations, 2023;
- Digital Markets, Competition and Consumers Act 2024.

3. Related University Policies and Processes

- Integrated Curriculum Design Framework
- Assessment Code of Practice
- Student Complaints Procedure

4. Definitions

Material Information	Significant or important information. A prospective student is likely to rely on this information to help make a decision about which university and programme to apply to.
Non-Material Information	Non-significant information. A prospective student is unlikely to rely on this information when making decisions.

Prospective Students	Any member of the public who has commenced researching and applying to Ulster University but who has not yet received an offer of a place.
Incoming Students	Any student who has accepted an offer of a place on a programme at Ulster University, but who has not yet enrolled.
Current Students	All currently-registered Ulster University students. In the case of franchised or validated provision this may include affiliate or associate students.
Contract	Contract refers to any agreement between Ulster University and a student undertaking a programme of study at Ulster University. For the avoidance of doubt, this includes the student contract and any other contract or terms and conditions, regulations or rules students will be bound by. A contract is formed when the University makes an offer of a place on a programme and a student accepts that offer.
Pre-Contract Information	Information received by prospective students before an offer letter has been sent to them. Pre-contract information will be used by prospective students to help inform their higher education choices.
Offer Stage	The 'offer' stage consists of two parts. It commences when the University makes an applicant an offer of a place on a programme. This entails the provision of an offer letter from the University providing an offer of a place of study at the University subject to any academic or non-academic conditions as outlined within the letter. The offer stage is concluded when a prospective student accepts that offer.
Unfair	The CMA suggests a term is unfair if "contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations under the contract, to the detriment of the consumer".
Consent	This will be 'express written consent' of either existing students, offer holders or those on Leave of Absence relating to a material change. The consent will have to be given in writing and would only be sought after notification from the Consumer Protection (Curriculum) Sub-Committee.
Notify	Where programme teams are required to inform current students, offer holders, those on Leave of Absence, or applicants of a particular change upon notification from the Consumer Protection (Curriculum) Sub-Committee.
Consult	In distinction to the legal requirement of notifying or seeking consent from individuals, consultation refers to the regular and non-legal practice of designing curricula in partnership with students.
CMA Guidance	Consumer Protection Guidance (dated 31 st May 2023) and any updates to it issued by the Competition and Markets Authority for Higher Education Institutions in the United Kingdom.

5. Aims of the Consumer Protection (Curriculum) Policy

This policy aims to ensure we meet our obligations in relation to the regulatory environment for consumer protection while ensuring we are able to meet the need to enhance continuously our curricula to meet our strategic commitments with respect to enhancing the student experience. To this end, this policy promotes a risk management methodology whilst ensuring the University communicates information about programme changes to prospective, incoming and current students in a transparent and timely manner. The policy notes and appreciates that this duty to communicate and seek consent from prospective, incoming and current students will only arise where a material change has been made to information that they had originally been given and will affect their programme of study. A number of objectives will help achieve this:

1. Increasing staff awareness of the University's position with regard to key consumer protection issues in the context of curriculum modifications;
2. Development of consumer protection guidance, training, and procedures within the terms set out in this policy;
3. Ensuring mechanisms for institutional compliance with our legal obligations are balanced with our institutional commitment to continuous enhancement of the curriculum, student outcomes and experience whilst achieving our commercial goals of sustainable margin growth.

6. Scope

This Consumer Protection (Curriculum) Policy is intended to provide University staff and students with relevant, clear, and accurate information relating to the University's obligations in relation to consumer protection relating to curricular changes and what colleagues need to do in order to remain compliant with those obligations. It sets out the roles and responsibilities of various stakeholders across the University with regard to consumer protection. It applies to all staff involved in the University's curriculum enhancement processes, and those involved in the outworkings of the curriculum enhancement processes, and should be taken into account in making changes through the CA3 process or evaluation and revalidation events.

7. Guiding Principles

- The University should act with transparency, integrity and in good faith when engaging with prospective, incoming and current students.
- Changes to material information should only be proposed that are neutral or advantageous to students.

- The University has a duty to make changes to programmes that it reasonably believes will enhance (1) student outcomes, (2) student experience, (3) enable a better work-life balance for staff and students, or (4) ensure PSRB accreditation is retained. The University will only make changes where it reasonably believes that one or more of the above will be achieved.
- So that impacted students can be informed of changes in line with this policy, pending changes will be communicated to relevant teams in a timely manner.
- Student consent will be sought in line with the requirements of this policy.
- Current students are to be provided with the relevant information and opportunities afforded to them by law if material changes are made to their programme of study.
- Prospective and current students can access the relevant complaints procedures easily.
- Prospective students are provided with the necessary accurate and up-to-date pre-contract information to make informed decisions about the experience they will enjoy at Ulster University.

8. Roles and Responsibilities in Relation to Consumer Protection Legislation

Ulster University holds that quality and compliance is the responsibility of all staff. As such, faculties, schools, programme teams, and supporting departments each play a role in ensuring the University complies with its obligations and meets its strategic commitments.

- **Programme teams** must consider all proposed changes in light of the University's consumer protection obligations.
- **Schools** are responsible for either consulting or notifying current students of changes as defined in Section 14 of this policy and as per the process in Section 9.
- **Heads of School** must maintain full oversight of all proposed programme (re-approvals), modifications, and revisions. Faculties are also responsible for ensuring that a complete audit trail of student consent and curricula changes is maintained.
- **Associate Deans Academic Quality and Student Experience** (or equivalent) are responsible for ensuring curricula changes are scrutinised at a local level.
- **Academic Standards and Quality Enhancement Committee** endorses new programmes and all curricula changes proposals.
- **The Dean of Learning Enhancement will facilitate through the Centre for Curriculum Enhancement and Approval** support for programme teams and

faculties with processes around new programme proposals and curricula (re)approvals, modifications, and revisions.

- **The Director of Student Administration through the Admissions Office** is responsible for informing offer-holders of material changes to programmes.
- **The Director of Marketing and Student Recruitment** is responsible for the accurate transmission of Faculty, Finance, and Admissions approved programme marketing content to the website and the hard copy prospectus.

9. Process for Approval of Material Changes (Earlier Implementation)

This section only applies where a moderate or high-risk change is proposed and it is proposed that the change is implemented to affect current student or offer holders. Other non-material or low-risk changes do not go through this process.

The default is for moderate or high-risk changes to be implemented with a one-year lag period (that is to say, changes in 2025 to 2026 to be implemented in September 2027) to ensure that applicants and offer holders are not disadvantaged.

Since the University has certain legal obligations to students who have accepted an offer of a place on a programme, certain curriculum changes proposed through revalidation and/or the Curriculum Modifications (CA3) process will require a longer implementation period. Where a material change constituting high or moderate risk is proposed, the default is that it will only be operational for new students. This means that the change will be phased in so that current students and offer holders will not be affected by the change, while non-material and low-risk changes can still be made for current students.

Because of the risk to the quality of the student experience, the University considers it most advantageous to students returning from leave of absence that, after they are notified of the changes to the programme during their leave of absence, they can benefit from the enhanced version of their programme. Nevertheless, students returning from leave of absence to a programme that has materially changed will have the option of consenting to transfer onto the new programme, or continuing with their old programme on the understanding that it would be to their advantage to transfer.

The default for high or moderate risk changes is to have a lag period of one year from approval to implementation (that is to say, a change made in 2025 to 2026 would be implemented in September 2027). This avoids the need for consents to mitigate the risk of non-compliance with consumer protection and ensures that applicants who act upon the already advertised material are not disadvantaged. However, where there is a need for changes to be brought in sooner, this is likely to require the need for consent.

Where changes constituting moderate or high risk are proposed and they are to affect current students or offer holders then the following process applies:

- (1) The first stage is for a programme team or individual to submit their proposed changes, via the Associate Dean AQSE (or equivalent), on a CA3 form (see appendix 1). This will outline the changes sought, the rationale for the changes, as well as outlining the level of risk vis-à-vis consumer protection legislation associated with the changes sought insofar as they will affect current students or offer holders. In the rationale, programme teams may explain why such changes are required which can be taken into account in determining the level of risk associated with the change. This will be reviewed to ensure that the changes proposed comply with the necessary University curricular reform policies in place and that the proposed work on the Curriculum Management System (or equivalent) has been correctly inputted. Where this aspect is satisfied, the changes will be provisionally approved subject to the second stage.
- (2) The second stage is when a CA3 is provisionally approved it will be sent to the Consumer Protection (Curriculum) Sub-Committee. To allow for implementation in relation to current students there will have to be a strong objective reasoning (such as requirement by a PSRB) and if permitted by the Sub-Committee there may be conditions relating to seeking express written consent from current students, students on Leave of Absence and/or offer holders. The Sub-Committee reserves the right to seek further clarification or rationale of the changes from the programme team and submitter of the CA3. The Sub-Committee can make the decision to approve, not approve or approve with conditions.
- (3) In the case of consent being required from current students and/or offer holders this third aspect applies. Where consent is required it will be express written consent and the evidence would have to be collated and submitted by the programme team or CA3 submitter. Following evidence of the necessary consents being obtained, the CA3 will be formally approved. Where less than the requisite percentage of students express their consent to the change, Faculties can make a case to the Consumer Protection (Curriculum) Sub-Committee for mitigation.

10. Timelines

As with high and moderate-risk changes proposed through the (CA3 process, in the case of making changes through revalidation, the default is that the commencement date of the revalidated provision will be a clear academic year after the event takes place. For example, for revalidation events taking place in 2025 to 2026 the default commencement date would be September 2027 (that is to say, the 2027 to 2028

academic year). When such revalidation is approved the revalidated provision will be phased in for incoming students with current students remaining on the provision that was in place when they entered.

In the event that a PSRB requires earlier implementation or the changes through the revalidation would not amount to high or moderate risk the unit co-ordinator, through the Associate Dean AQSE in their respective Faculty (or equivalent), can make an application to the Consumer Protection (Curriculum) Sub-Committee to deviate from the default and allow for implementation earlier (see appendix 2). Any decision to deviate from the default will be based upon the categorisation of risk and how that is balanced against the risks of not allowing earlier implementation. The Consumer Protection (Curriculum) Sub-Committee reserves the right to place conditions on any deviation such as requiring express written consent from current students or offer holders before such changes would be permitted.

It is to be noted that for provision being offered in other jurisdictions outside of the United Kingdom it may be the case that there is different consumer protection legislation in force and advice should be sought where that may be the case.

11. New Programmes

The University's *Programme Approval, Management, and Review Handbook* states that the evaluation event for new programmes must have been concluded satisfactorily before offers of admission are confirmed.

12. Material Information in the University Context

[The Competition and Markets Authority Guidance](#) suggests the following information is **material** for prospective and current students. Those that are likely to be reviewed within the ambit of continuous enhancement, programme approval or re-approval are italicised below.

Material Information	
<i>Title of Programme (including associate titles)</i>	<i>Length of the Programme</i>
<i>Programme Award (including awarding body/institution)</i>	<i>Indication of likely optional modules</i>
<i>Core Modules</i>	<i>Module Titles</i>
<i>Number and type of student contact hours (lectures/seminars/ F2F/Blended)</i>	<i>Work placements</i>
<i>Expected Workload</i>	Experience Levels of Teaching Staff
<i>Overall Method(s) of Assessment</i>	Location of Study
Possible Work Placement Locations	Entry Requirements (academic and non-academic)

<i>PSRB recognition</i>	Programme Regulator (e.g. DfE)
<i>Particularly important or surprising terms and conditions</i>	Tuition Fees
Other Extra Costs	<i>Mode of Delivery (Online/Face-to-Face)</i>

13. Non-Material Information in the University Context

Non-material information can be far-reaching and is less easy to define than material information. Examples of non-material information are included in the table below. Even where changes are regarded as non-material programme teams should be mindful of best practice and including students as part of the wider development process in making enhancements to curricula. Faculties should notify impacted current and/or incoming students of changes in these specific areas. If in any doubt, please contact [the Centre for Curriculum Enhancement and Approval](#).

Non-Material Change	
Swapping a module between semesters.*	Introduction of an additional location.
Addition of a new mode of delivery (FT/PT).	Departure from the University's programme regulations due to PSRB requirements.
Change to mode of assessment within a module (subject to any marketing about how the programme may be assessed).	Module content updates to reflect changes in practice or research in that area.
Change of assessment weighting	Changes to module learning outcomes.
Updating a reading list of a module.	Changes to Module Co-Ordinators/Programme Directors.

*In the case of micro-credentials (short courses), where participants only experience one module at a time, changing a module between semesters is likely to constitute a material change.

14. Programme and Curricula Changes

Ulster University is committed to an ethos of continuous curriculum enhancement and to offering the best experience possible to our students through enabling inclusivity and changing assessments to enable staff and students to balance their workloads. This necessitates changing aspects of our curricula to reflect latest research and practice, changes in professional body requirements, improving employability and student outcomes.

Balancing the University's curriculum enhancement mission with our consumer protection compliance obligations is therefore at the heart of this policy and explains

why we will only make changes to material information where the changes are neutral or advantageous to students.

Valuing the voices of students as partners in their education is a requirement under the QAA Quality Code and is enshrined in the [Learning, Teaching and Student Experience Principles and Qualities](#). Any proposed material change impacting current or incoming students will normally require express written consent from 100% of those affected. The level of consent and the steps to be taken in each case are outlined in the following sections. Changes that do not impact on existing students and have a sufficient lead-in time may not require formal student consent or notification. It is a matter of best practice that consultation with students and other stakeholders is undertaken in relation to curricular modification.

15. Categories of Curricula Changes

Ulster University adopts an approach of managing and mitigating risk relating to consumer protection and curriculum revalidation or modification. Proposals containing changes to material information as identified by the CMA (and outlined in section 10 above) are considered to be either high, moderate, or low risk. Additionally, the University views some information not identified by the CMA to be material. Changes to this additional material information is also categorised according to the risk entailed.

To preface the categories, the CMA Guidance recognises that Universities are able to make adjustments, for example, which may reflect a change to theory in an area of practice or research. However, that need for variation must be balanced against the overarching requirement that students receive the educational service they expect.

The table below outlines the risk normally associated with the proposed change. It is recognised that changes being made to programmes and modules will be context driven and there will be scope for that context to be assessed when changes are being made. On that point, please review the process points noted above. As an example, the removal of a compulsory module is, on the face of it, a moderate risk change. However, where it can be demonstrated by the Programme Team that the change arises from the fact the module was specialist and delivered by a particular individual who had a specific skill-set and that it could not be adequately covered from existing staff then such factors will be taken into account in mitigating the risk factor considering the student experience in the round.

It is further recognised that there may be other changes which are not captured by the categories below. The guidance from the CMA references ‘particularly important or surprising terms and conditions’ which may have an impact on the curricular developments and continuous enhancement. Where that is the case, an application

will have to be made for the categorisation of risk of that change to be determined with the necessary consents and consultations arising from that determination.

Risk Level	Number	Proposed Change	Description
High-Risk Material Information	1.	Programme Title	This includes the associate and exit titles, and the Modular Subject Title.
	2.	Programme Award	This refers to the final award as well as associate and exit awards.
	3.	Removing a specialist named pathway	This refers to a specialisation within a programme of study.
	4.	Changing delivery method by more than 30%	For example if a programme is advertised as being solely online but the change proposes to have 4 weeks or more delivered on-campus.
	5.	Removal of PSRB accreditation ¹	This applies where it is the choice of the University/programme team to remove the PSRB accreditation, or to make changes that would negatively impact on that accreditation. For example, if a programme will no longer be regulated by Chartered Accountants Ireland.
	6.	Change of location >30%	The normal mode of attendance per University regulations is that undergraduate provision is delivered face-to-face. It is considered a high-risk change to material information where students are required to move to a new location or a programme is delivered in a location different to that advertised to applicants and this accounts for 30% or more of a programme.
	7.	Change to Student Contact Hours >30%	If the amount of contact hours are increased or decreased by more than 30%, this would represent a high-risk change to advertised material information.
	8.	Change to Length of Programme	This would be where a programme was advertised as lasting three years, but it is changed to only last two years, or extended to four years.
	9.	Programme Learning Outcome change	Changes to the programme learning outcomes would fundamentally change the programme of study. Note that this should not be the subject of a CA3 change but should only be revised within a revalidation cycle.
	10.	Change of Location from online to on-campus (or vice-	For example, if less than 30% of class will be delivered on-campus when they were advertised to be delivered online, or vice versa. This would only apply to a concerted programme change and not to a situation in which a pivot, for example, to online learning is

¹ Where a PSRB terminates their accreditation of a programme, this constitutes a high-risk change to the material advertised to students pre-enrolment. In such a scenario, the termination of PSRB accreditation is likely to take immediate effect and as such, no mitigation through teach-out or student consent will be possible. Faculties should, under such circumstances, explore what other mitigations can be afforded to impacted students and, where relevant, applicants.

Moderate-Risk Material Information		versa) but less than 30%	required due to exceptional circumstances as determined by Senior Officers of the University. Additionally, it does not alter a situation in which a single session is moved to online learning.
	11.	Change to Student Contact Hours less than 30%	If the amount of contact hours are increased or decreased, this could have an impact on students. Where that increase or decrease is less than 30% from the original amount of contact hours the risk will be moderate, rather than high.
	12.	Removal of compulsory module(s)	This refers to a module students previously were obliged to complete. Changing the status of a module from compulsory to optional is considered a non-material change since students will retain the option of completing a module they may have an interest in.
	13.	Addition of compulsory modules	This refers to adding compulsory modules to a programme.
	14.	Changes to Overall Method of Assessment	Introducing a new form of assessment to more than 50% of the modules where that assessment was advertised as not being part of the overall programme. For example, where a programme is advertised as consisting of entirely coursework-based assessments, the introduction of exam assessments would constitute a material change.
Low-Risk Material Information	15.	Change to Module Titles	Changing a module title is considered a low-risk change to material information. The exception to this is in the case of micro-credentials (short courses). Where participants only experience one module at a time, a change to a module title is likely to constitute a high-risk material change.
	16.	Removal of optional modules	This is likely only to apply to optional modules that do not frequently attract a high proportion of students. The situation in which optional modules are reduced to the extent that it makes another module compulsory will, in fact, be treated as the addition of a compulsory module which is in a higher category of risk. This ties in with the importance of optionality students may have when making decisions based upon the composition of a programme.

16. Student Consent Levels

Note that seeking any consent from current students or offer holders would only be initiated following review from the Consumer Protection (Curriculum) Sub-Committee. Programmes teams should not seek consent in advance of submitting CA3s/Revalidation.

The default and expectation is that there will be a year-gap to moderate/high risk changes and that they will be phased in. This approach ensures that current students are delivered the programme that they signed up to when they enrolled and that offer holders are met with the programme advertised when they enrol.

Where the exceptional situation arises where a moderate risk material change is to be implemented and to affect current students or offer holders it is likely that there will be a requirement to seek express written consent. Where express written consent cannot be gained by 100% of current students and/or offer holders then it may require the programme to be dual-delivered (that is to say, the 'old' and 'new' curricula based upon the modifications). Such factors should be considered by the programme team in seeking earlier implementation to material changes.

Material Change Risk Level	Level of Consent Required	Who you might be directed to Seek Consent From	Who to Notify
High Risk Material Changes	Changes not permitted for current students/offer holders ² .	• Not applicable	• Ensure updates to the OLP (if necessary via CMS or equivalent) before publication.
Moderate Risk Material Changes	100% express written consent of current students and offer holders.	• All current students (including those on shared modules where applicable). • Offer Holders • Students on Leave of Absence who will return to a programme with material changes.	• All applicants. • Ensure updates to the OLP (if necessary via CMS or equivalent).
Low Risk Material Changes	Not applicable	Not applicable	• All students affected. • Ensure updates to the OLP (if necessary via CMS or equivalent).

² For 'high-risk' changes they will only be implemented in a new advertising cycle as through the prospectus and the OLP. Such changes will not ordinarily be permitted for current students, offer holders or those who have applied (that is to say, post the advertising for a particular cycle).

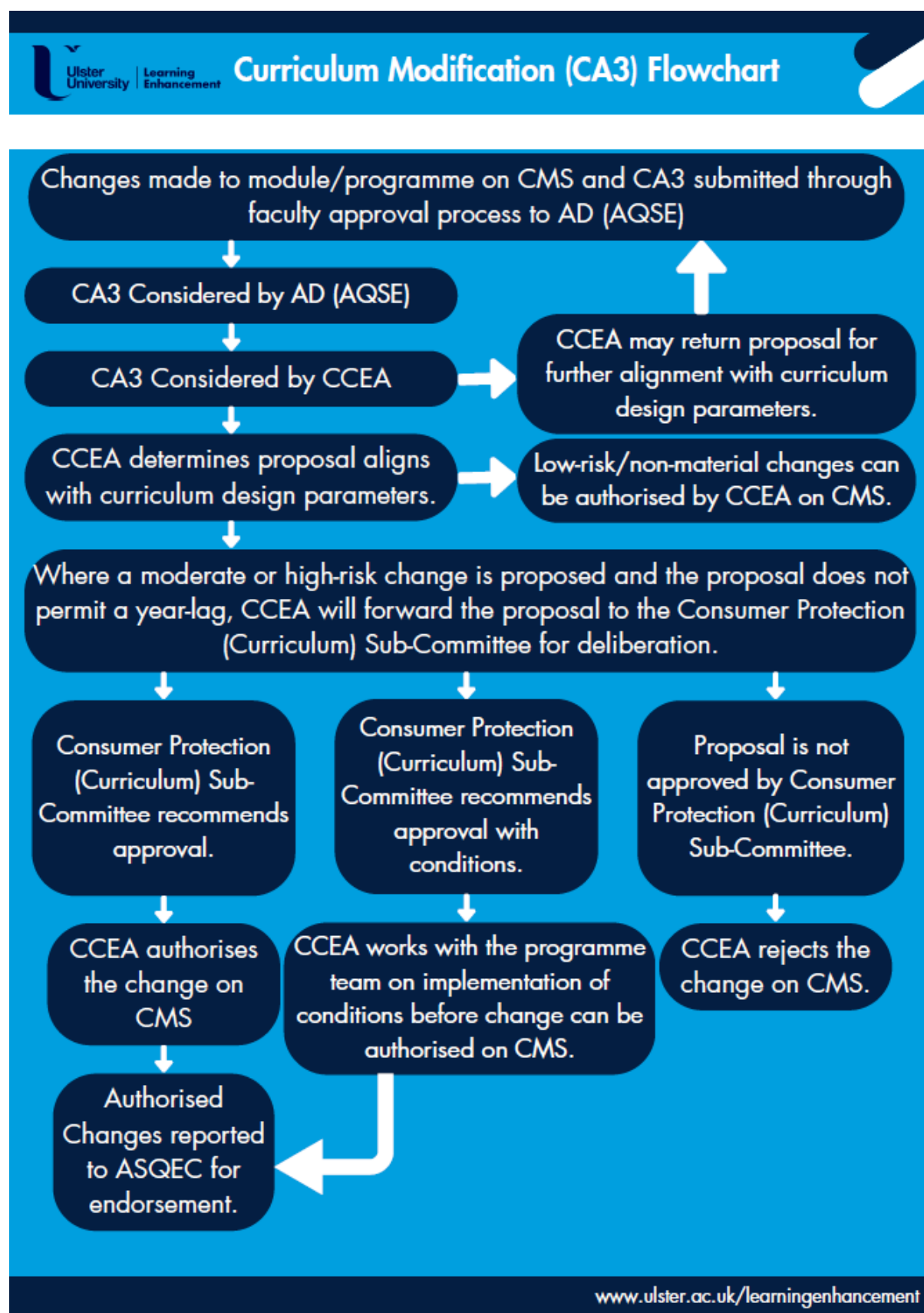
17. Training and Further Information

The following training and support is available:

- a) The University's [Consumer Protection webpage](#) provides a brief introduction to consumer protection in a Higher Education context.
- b) A dedicated consumer protection [SharePoint](#) site has been developed explaining how Ulster University manages its consumer protection obligations in tandem with enhancing curricula.
- c) Bespoke support sessions are also available upon request. To request a training session for your team, please contact consumerprotection@ulster.ac.uk.

For any further questions, please contact Jason Elliott (Chair of Consumer Protection (Curriculum) Sub-Committee) or Mark McGahon (Deputy Chair of Consumer Protection (Curriculum) Sub-Committee).

Appendix 1: Curriculum Modification (CA3) Flowchart



Appendix 2: Revalidation Flowchart

