



Effective from [DATE]

# OIA Scheme Rules

## Introduction

The Office of the Independent Adjudicator for Higher Education (OIA) runs the [student complaints scheme](#), referred to in these Rules as “the OIA Scheme” or “the Scheme”. These Rules of the Scheme came into effect on [DATE]. We will handle any complaints that we receive on or after that date under these Rules. If we received the complaint before that date we will handle it under the [Rules that applied when we received it](#).

You can find further information in our [Guidance on the OIA Scheme Rules](#).

## 1. What we do

We [review](#) student complaints independently, impartially and transparently, and use our learning from complaints to help improve policies and practices.

## 2. Meaning of “provider” and “student”

In these Rules:

- 2.1 Where we refer to “[higher education providers](#)” or “[providers](#)”, we mean those providers that are members of the OIA Scheme.
- 2.2 A “student” is someone who is or was registered at a provider, or who is or was studying for an award granted by a provider. The term “student” includes former students, trainees and apprentices.

## 3. Who can complain?

- 3.1 Students registered at a provider in England or Wales, or studying for an award granted by a provider in England or Wales, can complain to us about their provider.
- 3.2 Students can only complain about some providers if they are or were on a higher education course.

## 4. Providers

- 4.1 A provider is a member of the OIA Scheme automatically if it is a “[qualifying institution](#)”. Qualifying institution is defined by [section 11 of the Higher Education Act 2004](#).

- 4.2 A provider that stops being a qualifying institution will continue to be member of the OIA Scheme for a period of [12 months after it stopped being a qualifying institution](#). This is called a “transitional institution”.
- 4.3 A body that is not a “qualifying institution” may [apply to become a member of the OIA Scheme](#) if it meets our [conditions for joining](#).
- 4.4 All members of the OIA Scheme must comply with the Rules and their procedures and regulations must be compatible with the Rules.

## 5. Complaints we can review

- 5.1 A student can complain to us about [anything their provider has done or failed to do](#).
- 5.2 A student can complain to us about the provider where they are or were studying.
- 5.3 A student can complain to us about the provider that grants the award for which the student is or was studying.

## 6. Complaints we cannot review

- 6.1 We cannot review a complaint about an application for [admission](#) to a provider unless the person complaining is a former student of that provider who is applying for re-admission, and the complaint is [directly connected to their time as a student](#).
- 6.2 We cannot review a complaint about the [academic judgment](#) of a provider.
- 6.3 We cannot review a complaint about a [student employment](#) matter.
- 6.4 We cannot review a complaint about a provider if it was not a member of the OIA Scheme when the events complained about arose.
- 6.5 We cannot review a complaint unless the provider is a member when [we receive the student's Complaint Form](#).
- 6.6 We cannot review a complaint about a [transitional institution](#) unless the events complained about occurred before the date it became a transitional institution.
- 6.7 We cannot review a complaint about something that has already been the subject of [legal proceedings](#) in a court or tribunal unless those proceedings have been put on hold.
- 6.8 The OIA is the [alternative dispute resolution body](#) for higher education complaints. We cannot review a complaint about something that has already been considered by another [alternative dispute resolution body](#).
- 6.9 We cannot review a complaint about the same matters and from the same person as a complaint that is being or has been considered by the [free speech complaints scheme](#) provided by the Office for Students.
- 6.10 We cannot review a complaint made by the [personal representatives](#) of a student who has died unless [we received the Complaint Form](#) during the student's lifetime.

## 7. Complaints we may decide not to review

- 7.1 We may decide not to review a complaint if we decide that it is about something that **does not affect the person making the complaint as a student**.
- 7.2 We may decide not to review a complaint if we decide that the complaint has **no serious purpose, or is intended to cause disruption or annoyance, or if the student is seeking an unrealistic remedy**.
- 7.3 We may decide not to review a complaint if we decide that to do so would **seriously damage our ability to run our processes effectively**.

## 8. Completing the provider's internal processes

- 8.1 We will not review a complaint unless the provider has had the opportunity to look at it first. This means that normally the student needs to have **completed the provider's internal processes** before complaining to us.
- 8.2 The provider will send the student a letter confirming when the student has completed the provider's internal processes. This letter is called a "**Completion of Procedures Letter**" and must comply with our **Guidance on Completion of Procedures Letters**.
- 8.3 In **exceptional circumstances** we may decide to review a complaint when the student has not completed the provider's internal processes and/or does not have a **Completion of Procedures Letter**.
- 8.4 We will not normally review a complaint which arises from information or evidence which the student has obtained after the date of the Completion of Procedures Letter or, where they do not have a Completion of Procedures Letter, more than 28 days after the student stops being a student.

## 9. Time limits

- 9.1 We cannot review a complaint unless **we receive a Complaint Form** from the student within **12 months** of the date the provider told the student its final decision. The 12-month period will normally run from the date of the Completion of Procedures Letter.

## Review process

### 10. What does review mean?

- 10.1 When we have decided that we can consider a complaint we review it. This means obtaining all the relevant information we need to make a decision as to the extent to which the complaint is justified, and can include trying to **settle** the complaint.
- 10.2 We are an alternative dispute resolution body. This means that, although we take into account relevant law and guidance, we are not like a court. Our reviews do not follow the

same rules of evidence as legal proceedings, and the outcome may be different from the outcome a court might reach applying legal rules. We do not have to follow decisions we have made about other complaints.

## 11. Initial consideration of the complaint

- 11.1 A complaint should normally be made in writing, by submitting the completed [Complaint Form](#) together with the Completion of Procedures Letter.
- 11.2 We will normally share a copy of the Complaint Form and the Completion of Procedures Letter, and, where appropriate, any accompanying documents with the provider at this stage.
- 11.3 We will decide whether the complaint is one which we can review under these Rules.
- 11.4 We may ask for information from the provider and/or the student to help us decide whether we can review the complaint.
- 11.5 We will tell the student and the provider within three weeks of receiving the Complaint Form, or the further information we have requested, whether or not we can review the complaint. If we decide that we cannot review the complaint, or parts of it, we will explain why.
- 11.6 The student or the provider may ask us to [reconsider our decision](#) that we can or cannot review the complaint (or parts of it) by writing to us within 14 days of the decision. A different [reviewer](#) will reconsider the decision and tell the student and the provider the outcome.

## 12. The review

- 12.1 When we have decided that we can review the complaint, we will decide how to carry out the review and whether we need any more information.
- 12.2 We will review the complaint by looking at the information that the student and the provider have shared with us. We do not normally hold a [hearing](#) or have an in-person [meeting](#) with the student and/or the provider, but we can if we decide there is a good reason to.
- 12.3 Where appropriate, we may at any time look for a way to [settle](#) the complaint that both the student and the provider agree to. This may include referring the complaint to a [mediator](#) if the student and the provider agree. The student and the provider will be given time to consider the proposed settlement before deciding whether to accept it. A settlement is normally in full and final settlement of a complaint, so the student would not then normally be able to pursue legal proceedings about the same issues.
- 12.4 We may at any time decide to end settlement discussions and to continue with our review.

## 13. Gathering information for a review

- 13.1 When we have decided that a complaint is one which we can review we will:
  - 13.1.1 Give the provider the opportunity to comment on the complaint and the information the student has shared with us;
  - 13.1.2 Give the student the opportunity to respond to the provider's response to the complaint.
- 13.2 We may ask the student and/or the provider to answer specific questions and/or provide additional information or documents.
- 13.3 We will normally give the student and the provider the opportunity to comment on information received during the review where it is relevant to our decision.
- 13.4 The provider must respond to any requests for information we make during our review.
- 13.5 When we ask the student or the provider for information or comments we will set a [deadline](#) for the response. The deadline will normally be 14 or 28 days but it may be shorter or longer depending on what we are asking for. We may grant an [extension](#) to the deadline where we consider it is appropriate to do so.
- 13.6 If the provider [does not provide information requested](#) during the course of our review, or does
- 13.7 not provide it within the time limits set, the Independent Adjudicator may report it to the Board, and may publicise it in the Annual Report and/or by other means.
- 13.8 We will tell the student and the provider when we have received [all of the information relevant to the complaint](#).

## 14. The Complaint Outcome

- 14.1 When we decide that we have all the information that we need to make a decision we will normally prepare and issue a [Complaint Outcome](#).
- 14.2 We will share the [Complaint Outcome](#) with the student and the provider as soon as we reasonably can. This will normally be within 90 days of deciding that we have received all the information relevant to the complaint. We may extend the 90 day period if we decide that the complaint is [highly complex](#). If we do, we will write to the student and the provider to explain that and to tell them when we expect to conclude the review.
- 14.3 The Complaint Outcome will set out our decision about the complaint and the reasons for the decision.
- 14.4 In making our decision about the complaint we may consider whether or not the provider properly applied its regulations and followed its procedures, and whether or not the provider's decision was reasonable.
- 14.5 We may also issue a Complaint Outcome to record the details of a settlement or mediation, or to confirm that a complaint has been withdrawn or terminated.

## 15. Recommendations and Suggestions

- 15.1 When we decide that a complaint is justified or partly justified we may make a [Recommendation](#) or Recommendations that the provider should follow.
- 15.2 Some examples of the sort of Recommendation we might make are:
  - 15.2.1 that the complaint should be referred back to the provider for it to consider again;
  - 15.2.2 that the provider should take a course of action that we consider is fair in the circumstances;
  - 15.2.3 that the provider should change the way it handles complaints;
  - 15.2.4 that the provider should change its internal procedures or regulations;
  - 15.2.5 that the provider should make a payment to the student which may include compensation for distress and inconvenience;
  - 15.2.6 that the provider should apologise to the student for what has gone wrong;
  - 15.2.7 that the complaint should be considered in [another forum](#).
- 15.3 Where we intend to make Recommendations we will share a copy of the proposed Recommendations, together with our reasons for proposing them, with the student and the provider, normally when we share the Complaint Outcome.
- 15.4 The student and the provider may comment on the proposed Recommendations and will have 14 days to do so. We may [extend the time for commenting on the proposed Recommendations](#) where we consider it is appropriate to do so.
- 15.5 Once the time limit for commenting on the proposed Recommendations has passed and we have considered any comments we have received, we will tell the student and the provider that we have confirmed the Recommendations, or set out our revised Recommendations.
- 15.6 We expect the provider to comply with any Recommendations we make in full and within the time limits we set, and to report to us when it has done so.
- 15.7 The student may choose whether or not to accept the Recommendations.
- 15.8 If the provider makes an offer to the student in line with our Recommendations and the student accepts the offer in full and final settlement of their complaint, the student will not normally be able to pursue legal proceedings about the same issues.
- 15.9 If the Independent Adjudicator decides that the provider has [not complied with our Recommendations](#) they will report it to the Board and will publish information about it in the Annual Report and/or by other means.
- 15.10 We may make [suggestions](#) in any Complaint Outcome that the provider should consider taking a course of action or amending its internal procedures or regulations.

## 16. Conclusion of the review

- 16.1 The review process is completed:
  - 16.1.1 When we decide that we cannot look at a complaint under Rule 11.5 or that decision is confirmed following a reconsideration under Rule 11.6;
  - 16.1.2 When we decide to terminate a complaint under Rule 17.1, or that decision is confirmed following a reconsideration under 17.3;
  - 16.1.3 When the student and the provider confirm their agreement to a settlement;
  - 16.1.4 When the Complaint Outcome is issued under Rule 14.1 if no Recommendations are made; or
  - 16.1.5 When we tell the student and the provider that our Recommendations are confirmed or set out revised Recommendations under Rule 15.5.
- 16.2 We may reopen or [continue with a review](#) and issue a revised Complaint Outcome and/or revised Recommendations, if we decide there is good reason to do so because:
  - 16.2.1 we receive [new evidence](#) that could make a difference to the outcome of the review, and which the student or provider could not reasonably have given to us at an earlier date; or
  - 16.2.2 we have reason to believe that there might be an [error in the Complaint Outcome that has or might have seriously affected the outcome](#) of the review.
- 16.3 Any request to reopen the review must normally be made within 28 days of the date of the Complaint Outcome, or the date we confirm our Recommendations where we have made Recommendations.

## 17. Suspension, Termination and Withdrawal

- 17.1 We may [terminate](#) or [suspend](#) a review if we decide that:
  - 17.1.1 information obtained during the review indicates that the complaint falls within Rules 6 or 7;
  - 17.1.2 the provider has [satisfactorily dealt with the complaint](#);
  - 17.1.3 the provider has made a [reasonable offer to settle](#) the complaint and the student has refused it. In those circumstances, we may require the provider to repeat the offer to the student and to hold it open for a reasonable period of time;
  - 17.1.4 the student has not complied with time limits we have set, or has unreasonably delayed during our review;
  - 17.1.5 the student has acted aggressively, or offensively, or abusively, or unreasonably persistently, or has made unreasonable demands during our review;
  - 17.1.6 the student has tried to mislead us and/or their Representative and/or the provider about their complaint;

- 17.1.7 the student can no longer be contacted; or
- 17.1.8 (suspension only) there are other good reasons for doing so.
- 17.2 If the student has appointed a [Representative](#), we may suspend our review and/or refuse to permit that Representative to act for the student if we decide that:
- 17.2.1 the Representative is not acting in the best interests of the student;
- 17.2.2 the Representative has tried to mislead us and/or the student and/or the provider;
- 17.2.3 the Representative has not complied with time limits we have set, or has unreasonably delayed during our review;
- 17.2.4 the Representative has acted aggressively, or offensively, or abusively, or unreasonably persistently, or has made unreasonable demands during our review;
- 17.2.5 the Representative has been misled by the student.
- 17.3 If we decide to suspend or terminate our review, the student may ask us to [reconsider our decision](#) by writing to us within 14 days of the decision. A different [reviewer](#) will reconsider the decision and tell the student and the provider the outcome.
- 17.4 We will decide the period of a suspension. We may decide to extend the suspension, or to end it early, if there is good reason for doing so.
- 17.5 The student may [withdraw](#) their complaint at any stage during the course of the review.

## 18. Additional Rules that apply to Large Group Complaints

- 18.1 We may publish [additional Rules that apply to Large Group Complaints](#).
- 18.2 For the purposes of Rule 18.1, a Large Group Complaint means a complaint or series of related complaints that we can review under these Rules, brought by a significant number of students at a provider about the same event/s or issue/s.
- 18.3 We will decide whether to look at a complaint under the Large Group Complaints Rules.

## 19. Charges and fees

- 19.1 We will not charge any fee to a student for reviewing their complaint.
- 19.2 Providers must pay us an [annual subscription](#) which may include a [case related element](#) based on a [published scale](#). The subscription and case-related element is set by the [Board](#).

## 20. Members that have applied to join the OIA Scheme

- 20.1 We may publish [additional Rules](#) that will apply to [providers that are not qualifying institutions and that have joined our Scheme](#).



# Role of the Board and Independent Adjudicator

## 21. The Role of the Board

- 21.1 The role of the Board in relation to these Rules is to:
  - 21.1.1 preserve the independence of the Scheme and the role of the [Independent Adjudicator](#).
  - 21.1.2 review, and where appropriate, amend these Rules.
  - 21.1.3 consider how to deal with non-compliance by a provider that is reported to it under Rules 13.6 and 15.9.
- 21.2 The Board will not be involved in the review and/or determination of individual complaints.

## 22. The Role of the Independent Adjudicator

- 22.1 The Independent Adjudicator is appointed by and responsible to the Board.
- 22.2 The Independent Adjudicator will act independently of the Board, providers and students in reviewing and deciding any complaints under these Rules.

## 23. Publishing and sharing information

- 23.1 We will prepare and publish each year an [Annual Report](#) which will include information about:
  - 23.1.1 the complaints received;
  - 23.1.2 the Complaint Outcomes issued and Recommendations made;
  - 23.1.3 the extent to which Recommendations made have been followed (with information about providers that have not complied with a Recommendation);
  - 23.1.4 how we have used income from annual subscriptions and the case-related element.
- 23.2 We may publish, at our discretion, summaries of complaints we have received and considered where:
  - 23.2.1 in the opinion of the Independent Adjudicator it is in the [Public Interest](#) to publish; and
  - 23.2.2 the review process is complete.
  - 23.2.3 the published summaries may identify the provider concerned but will not identify the student.
- 23.3 We will issue [guidance](#) about the timing and content of any publication under Rule 23.2, where and how it will be published, and the opportunity for a provider to make comments on the proposed publication.
- 23.4 We may publish summaries of complaints in anonymised form.
- 23.5 We may publish any statistical or other information that we consider relevant and

proportionate.

- 23.6 We expect providers to compile and give us any relevant information that we request in order to help us to carry out our work.
- 23.7 We may hold discussions with other appropriate bodies or individuals with a shared interest in complaints in higher education. Where appropriate, this may include making formal agreements to exchange information.
- 23.8 Where we decide that a body has a relevant right or interest in receiving information about the operation of the Scheme, we may provide that information. This may include information about complaints received and/or reviewed; Complaint Outcomes issued and Recommendations made; matters of compliance or non-compliance. In particular we will co-operate with bodies engaged in regulating, financing or supervising standards within the higher education sector.
- 23.9 The information published or provided under Rule 23 will, in relation to personal data, comply with applicable data protection legislation.
- 23.10 We may publish guidance:
- 23.10.1 in relation to these Rules;
  - 23.10.2 to promote awareness and understanding of the Scheme;
  - 23.10.3 to share learning from complaints and promote good practice; and
  - 23.10.4 on other matters we consider appropriate, consistent with the OIA's purpose.

## **Amendment and Governing Law**

### **24. Amendments to the Rules**

- 24.1 These Rules may be amended from time to time in accordance with Rule 21.

### **25. Law**

- 25.1 These Rules shall be governed by and interpreted according to the law of England and Wales.