



Guidance on the OIA Scheme Rules

Introduction

Our Rules set out what we do and who can complain, and the time limits for making a complaint. There are some complaints that we cannot look at, and some complaints that we will not normally look at. The Rules also allow us to terminate or suspend consideration of a complaint in certain circumstances.

This Guidance Note explains what some of the terms we use in our Rules mean and how we apply our Rules. It gives some examples to show how we decide what we can and can't look at.

The Guidance Note should be read together with the Rules. Words and phrases that are in **bold** are quoted from the Rules. If there is any conflict between this Guidance Note and the Rules then the Rules take priority.

The Guidance Note includes some information about our review process. You can find [further information about our processes](#) on our website.

The student complaints scheme

1. The Higher Education Act 2004 required that a scheme should be established for reviewing student complaints. The Act sets out the conditions that the scheme has to meet, and the higher education providers that the scheme covers.
2. In January 2005, the Secretary of State for Education and the Welsh Assembly designated the Office of the Independent Adjudicator for Higher Education as the operator of the student complaints scheme for England and Wales. The Scheme that the OIA set up and runs is defined in the OIA's Rules.
3. Since 2005 the Higher Education Act has been amended so that more higher education providers, and some further education providers, adult community learning providers and work-based learning providers in Wales, have become members of the OIA Scheme.
4. The OIA's Rules have also been amended on several occasions. You can find [previous versions of the Rules](#) on our website.
5. The current Rules come into effect on [DATE] and apply to any complaint we receive on or after that date. If we received the complaint form before [DATE], the **Rules that applied when we received it** apply to that complaint.

6. The OIA Scheme is free for students. It is designed to be accessible for students, but if you need support in using our Scheme we will be happy to try to help. Please see our webpage [Do you need help with your complaint?](#) for more information.
7. Our Scheme is intended as an alternative to the courts, but making a complaint to us does not normally prevent a student from bringing legal proceedings against their provider if they are dissatisfied with the outcome of our review, unless they have accepted an offer from their provider in full and final settlement of their complaint (see paragraphs [47.1](#) and [52.9](#))

What we do (Rule 1)

8. We **review** student complaints independently, impartially and transparently, and use our learning from complaints to help improve policies and practices. Our main focus will usually be the final decision of the provider; we won't normally start a new investigation. For more information about our review process, [see paragraphs 47-51](#).
9. Our **reviewers** are in three case-handling teams: the Casework Support Team, the Assessment and Resolution Team, and the Adjudication Team. All of our case-handlers and case-handling managers have the knowledge, skills, training and support they need to handle the cases allocated to them.
10. Our case-handlers don't review complaints about providers that they have a close connection with. For example, case-handlers will not review complaints about providers where they have studied or worked.
11. You can find more information on our website about the work we do to share learning from complaints and promote [good practice](#).

Meaning of “provider” and “student” (Rule 2)

12. When we talk about a “**provider**”, we mean any body that is a member of the OIA Scheme.
13. A “**student**” is someone who is or was **registered** at a **provider** ([paragraphs 22-34](#)). If there is a doubt about whether the person making the complaint is or was a registered student, we will decide by looking at the provider's regulations. Someone who is or was **studying** for one of a provider's awards is also a student. Section 12 of the Higher Education Act 2004 says the student must be or have been “undertaking a course of study, or programme of research, leading to the grant of one of the qualifying institution's awards” ([paragraph 19](#)).
14. The term “student” can include (but isn't limited to) former students, trainees and apprentices.
15. Trainees can include trainee teachers. For example, a trainee teacher at a School Centred Initial Teacher Training (SCITT) provider can complain to us about matters that the SCITT is responsible for. If they are studying for a Postgraduate Certificate of Education (PGCE) or masters-level credits, they may also be able to complain about the higher education provider that awards the PGCE or credits.
16. An apprenticeship is a job, so someone on an apprenticeship will be employed as an

apprentice but will also be a “student”. Apprentices can complain about their apprenticeship if the complaint is about something that the provider (rather than the employer) is responsible for or that the provider has done or not done. This includes end point assessments carried out by a provider.

Who can complain? (Rule 3)

17. 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.
18. A student can bring a complaint to us about **anything their provider has done or not done**, as long as the complaint is one we can review (see Rule 5, and Complaints we can and can't review, [paragraphs 35-41](#)).
19. The Higher Education Act 2004 (Section 12) says that the scheme covers complaints made by “a person as a student or former student” or “as a student or former student at another institution ... undertaking a course of study, or programme of research, leading to the grant of one of the qualifying institution’s awards.”
 - 19.1. That means that the person’s complaint must relate to the fact that they are or were a student at a provider. The complaint may be about the provider where they are or were studying, or the provider that grants the award for which they are or were studying. We may decide not to review a complaint that is about something that does not affect the person making the complaint as a student. We generally look at this broadly, and accept complaints that relate to student life as well as the student’s studies and their outcome. For example, we have considered complaints about references for former students, and where awards have been withdrawn because the student has been accused of plagiarism or other misconduct some time after graduation.
 - 19.2. Some complaints about providers may have no bearing on student life or may not be in any way connected with study. For example, we decided not to accept a complaint about a provider’s voluntary legal advice centre declining to take on a student’s case against a private landlord; about a provider’s finance department pursuing an undisputed fee debt against a former student who had left her course some years before; about the theft of a bicycle from a provider’s bike rack; and about damage to a student’s car that occurred in the provider’s car park.
20. Students can only complain to us about **some providers** if they are or were on a particular type of course. These [providers are identified on our website](#).
 - 20.1. Very broadly:
 - 20.1.1. Students at universities in England or Wales can complain about any course.
 - 20.1.2. Students at further education providers, School Centred Initial Teacher Training (SCITT) providers and some other providers can only complain about a [higher education course](#).

- 20.2. We will normally be guided by the provider’s own assessment of the level of the course(s) in question and will take into account any information provided by or to regulatory and quality assurance bodies. We will not normally carry out our own assessment of whether or not a course is “higher education”. If there is any doubt about whether a course is higher education, we will normally treat it as higher education for our purposes.
- 20.3. If a student is not sure whether their course is covered by our Scheme, they can [contact us](#) for advice.
21. We can’t accept a complaint from someone who is not a student (or former student).
- 21.1. Usually, the best person to bring a complaint to us is the student themselves: they understand their situation better than anyone else. But a student may appoint another person to represent them in their complaint, for example a students’ union representative, provided they give us clear permission to communicate with the representative. The student must make sure that their **representative** knows enough about their complaint, understands their wishes, can act in their best interests, has enough time to engage with the process, and will be able to keep them fully informed throughout the process. Where a representative is appointed, we will normally correspond only with that person until our review is concluded.
- 21.2. If a group of students has a complaint about the same issues, it can be helpful to appoint a representative, who may be one of their group, to represent the whole group.
- 21.3. Our processes are informal and designed to be easily accessible to students. It is not usually necessary to use a lawyer. Often when lawyers are involved the process can take longer and become legalistic. If a student chooses to use a lawyer, they will normally need to cover their own legal costs.
- 21.4. We can’t review a complaint concerning a student who has died unless we received the Complaint Form before their death. The Higher Education Act 2004 (section 12) says that a complaint must be “made by a person...as a student or former student”. That means that the student themselves must make the complaint to us. If a student’s **personal representatives** ask us to, we can continue with a review of a student’s complaint after they have died, but only if we received the student’s Complaint Form during their lifetime.

Providers (Rules 4, 6 and 20)

22. We use the term “provider” to refer to any body that is a member of the OIA Scheme. You can find a [list of providers](#) that are members of the OIA Scheme on our website.
23. A provider that is a “**qualifying institution**” is automatically a member of the OIA Scheme (even if we have not yet been made aware of it and it does not yet appear in our list of members of the OIA Scheme). “Qualifying institution” is a term that is defined in **section 11 of the Higher Education Act 2004**. Broadly, it includes:

- 23.1. universities
 - 23.2. providers that deliver courses designated for student support funding, for example further education colleges delivering higher education courses
 - 23.3. providers in England that are on the [Office for Students Register](#)
 - 23.4. providers that provide higher education courses leading to the grant of an award by another OIA Scheme member.
24. We can't review a complaint unless the provider is a member on the date **we receive the student's Complaint Form**.
25. We will not look at complaints that arose before the provider became a member of the OIA Scheme. Sometimes a student's complaint relates to events that occurred before and continued after the provider became a member. For example, a student is studying at a college that became a member of the OIA Scheme on 1 February 2024. In May 2024, the student complains about bullying by their course tutor which they say started in October 2023 and continued through the academic year. In those cases, the events that occurred before the provider became a member are likely to be relevant background that we will take into account when considering the complaint about events that occurred after membership began.
26. If a provider stops being a qualifying institution, for example a provider that stops running higher education courses, it will carry on being a member of the OIA Scheme for a period of **12 months after it stopped being a qualifying institution**. The 12-month period runs from the day on which the provider stops being a qualifying institution and, during this "transitional period", the provider is known as a "**transitional institution**". For example, a provider that stops being a qualifying institution on 1 July 2024 will carry on being a member of the OIA Scheme until 30 June 2025. Transitional institutions are identified in our [list of members](#) on our website.
27. We can't look at a complaint about a transitional institution unless the complaint relates to events that occurred before the provider became a transitional institution. So, in the example given in [paragraph 26](#), we could only review complaints about events that took place before 1 July 2024. If we receive the Complaint Form while the provider is still a transitional institution, as long as the complaint is one we can look at we will review it. If we uphold or partly uphold the complaint, we can make a Recommendation (Rule 15) even if the institution is by then no longer a member (there may be practical limitations to what we can recommend in these circumstances).
28. A transitional institution may become a qualifying institution again, for example the provider in the example in [paragraph 26](#) if it starts offering higher education courses again. We can consider complaints about events that occurred after the provider became a qualifying institution again. For example, a provider stops being a qualifying institution on 1 July 2024. On 1 January 2025, it becomes a qualifying institution again. We could consider complaints about events that occurred before 1 July 2024 and on or after 1 January 2025.
29. Any body in England or Wales that is not a "qualifying institution" **may apply to become a**

member of the OIA Scheme if it meets our **conditions for joining**. The body must be delivering higher education courses or awarding higher education qualifications ([see paragraph 20](#)).

30. The application to become a member must be approved by our Board (see **Board**, [paragraph 65](#)). We may publish additional Rules to apply to bodies that have joined the OIA Scheme in this way. We may agree with the body which courses, and students, membership of the OIA Scheme will relate to. You can find out more about the [procedure for applying to become a member](#), and any additional Rules that apply, on our website.
31. Students may complain about what a provider has done, or not done. For most students, the provider at which they are studying will also award their qualification. In some cases, a student is studying at one provider for an award that is conferred or granted by another provider. If only one of these providers is a member of our Scheme, the student can only complain about that provider.
32. If both providers are members of the OIA Scheme, then the student may be able to make a complaint about either provider, depending on which provider is responsible for the matters that the student is complaining about. Where more than one provider is involved, our starting point is to look at the agreement between the providers to decide where responsibility lies for the matters which the student is complaining about. We will consider how the provider dealt with the student's complaint or academic appeal, and whether it fulfilled its responsibilities under the agreement between the providers. Further information about our approach and guidance on issuing Completion of Procedures Letters when two providers are involved can be found in [The Good Practice Framework: Delivering learning opportunities with others](#).
33. Generally we can't look at complaints about students' unions or similar student representative bodies. However, we can consider a complaint relating to a students' union where the union is part of the legal entity of the provider, or the complaint concerns the provider's obligations in respect of the students' union.
34. Similarly, we can't generally look at complaints about companies associated with a provider, but that are separate legal entities. This would include, for example, a finance company providing credit for tuition fees, or a company providing student accommodation. We can't look at complaints about placement providers such as schools or hospitals, or the employers of apprentices, unless they are members of the OIA Scheme. But we can look at whether the provider has fulfilled its obligations to its students in the arrangements it makes with these outside bodies.

Complaints we can and can't review (Rules 5 and 6) (see also paragraphs [21.4](#) and [24-28](#))

35. We can look at "qualifying complaints", a term that is defined in the Higher Education Act 2004 (Section 12). The complaint must be about an "act or omission of a qualifying institution", that is, something the provider has done or not done. The person must be bringing the complaint as a student (or former student) (see **student** and Who can complain, [paragraphs](#)

[13-21](#)) and the provider must be a member of the OIA Scheme (see **providers**, paragraphs [12](#) and [22-34](#)).

36. Admission

- 36.1. We can't look at a complaint from a person whose application for study is rejected or at a complaint about how an application was handled. However, we will normally review a complaint from a student who, having registered at the provider, is required to leave because of some irregularity in their application for admission. We may also review complaints from registered students related to the information given by providers to prospective students before admission.
- 36.2. We may review a complaint from a former student who has either withdrawn from a programme of study or has been required to leave and who later applies for re-admission to the same provider. In deciding whether we can review such a complaint we will consider whether or not there is a sufficient connection or relationship between the student's complaint about their application for re-admission, and the circumstances surrounding the student's withdrawal or exclusion from the provider.
- 36.3. If a student is already at a provider but is applying to join another course or to transfer to PhD status, we will look at the provider's procedures to decide whether the complaint is about admission.

37. Academic judgment

- 37.1. Section 12 of the Higher Education Act 2004 says that a complaint is not a "qualifying complaint to the extent that it relates to matters of academic judgment".
- 37.2. Academic judgment is not any judgment made by an academic; it is a judgment that is made about a matter where the opinion of an academic expert is essential. For example, a judgment about marks awarded, degree classification, research methodology, whether feedback is correct or adequate, and the content or outcomes of a course will normally involve academic judgment.
- 37.3. We consider that the following areas don't involve academic judgment: decisions about the fairness of procedures and whether they have been correctly interpreted and applied, how a provider has communicated with the student, whether an academic has expressed an opinion outside the areas of their academic competence, what the facts of a complaint are and the way evidence has been considered, and whether there is evidence of bias or maladministration.
- 37.4. Decisions about academic misconduct, for example whether a student's work contains plagiarism and the extent of that plagiarism or whether artificial intelligence has been used inappropriately, will normally involve academic judgment, but that judgment must be evidence based.
- 37.5. Decisions about whether a student has reached the necessary professional standards and is fit to practise involve professional judgment. When reviewing a complaint involving matters of professional judgment we will look at whether the provider has

followed correct and fair procedures and reached a reasonable decision, but we will give great weight to the decision of the panel or individuals who have made an assessment based on professional judgment.

38. Student employment

- 38.1. We can't consider a complaint from an employee of a provider about their employment.
- 38.2. A student may be employed by the provider as well as being a student, for example where a postgraduate student is also employed by the provider as a lecturer or demonstrator or as a warden in a hall of residence. We can only look at the aspects of a complaint that relate to the person's experience as a student.
- 38.3. In the case of apprentices, and trainees on School Direct (salaried) initial teacher training courses, we will decide which aspects of the complaint related to the apprentice's or trainee's employment and which aspects related to the course.

39. Legal proceedings

- 39.1. We can't consider matters that have already been decided by the courts. We can't consider complaints where the matter is or becomes the subject of court or tribunal proceedings that have not been put on hold (adjourned or stayed). If any part of the complaint is being dealt with in the courts or by another body then the student and the provider should tell us.
- 39.2. We may ask to see the claim form and any defence filed so that we can decide whether the legal proceedings relate to the same subject matter. If the legal proceedings have been put on hold by the court, we may ask to see the relevant court order.
- 39.3. If a student has applied for permission to bring a judicial review claim against the provider and has been refused permission, we would normally consider that those proceedings have been concluded and we would not look at the student's complaint. However, we may accept the complaint if the judge has refused the student permission to bring the judicial review claim because the OIA is an "alternative remedy" available to the student. We would only accept such a complaint for review if the judge has not reached conclusions on the merits of the case.

40. Alternative dispute resolution body

- 40.1. The OIA is recognised by the Chartered Trading Standards Institute (CTSI) as a consumer Alternative Dispute Resolution (ADR) body. We will not review a complaint that has already been considered by another ADR body. A [list of ADR bodies](#) can be found on our website.

41. Office for Students' free speech complaints scheme

- 41.1. The Office for Students (OfS) provides a complaints scheme for complaints about issues of free speech. Students who have a complaint involving these issues may be able to choose to take their complaint to either the OfS or to us. Students may wish to

consider carefully which option is most suitable for their circumstances and the outcome they are hoping for. For further information about complaints involving issues of free speech see [guidance that we will prepare before these amended Rules come into effect].

- 41.2. We can't review a complaint about something that is being or has been considered under the OfS's scheme, if the complaint is being made by the same person.

Complaints we may decide not to review (Rule 7)

42. We may decide not to review a complaint if we believe it has **no serious purpose, or is intended to cause disruption or annoyance, or if the student is seeking an unrealistic remedy**. The following are examples of the type of complaint that we may decide not to review under this Rule:
 - 42.1. We have considered the same complaint previously and we have not agreed to reopen our review under Rule 16.2.
 - 42.2. The complaint is about something that a fair-minded person would consider to be trivial.
 - 42.3. The student is pursuing the complaint in a way that is having a negative effect on our staff or our work.
 - 42.4. The complaint is designed to cause disruption or annoyance.
 - 42.5. The student is asking for a remedy that lacks any serious purpose or value.
43. We may decide not to review a complaint if we believe reviewing it might **seriously damage our ability to run our processes effectively** (or seriously impair the effective operation of the OIA Scheme). For example:
 - 43.1. The complaint relates to events that took place over a significant period of time (more than three years) and involves a very high volume of documentation.
 - 43.2. A different organisation or forum is better equipped to consider the matter: for example, we may decide that it would be better for the Information Commissioner's Office to consider a complaint about data protection issues.
 - 43.3. There are other proceedings taking place at the provider or elsewhere that are relevant to the complaint.

Completing the provider's internal processes (Rule 8)

44. We normally expect students to follow their provider's internal procedures to their conclusion before complaining to us. This gives the provider the opportunity to investigate and, where appropriate, put things right.
 - 44.1. The term "internal procedures" includes student complaints, academic appeals, academic and non-academic disciplinary, fitness to practise, fitness for study/support for study, and breaches of codes of conduct and regulations (this list is not exhaustive).

- 44.2. At the conclusion of any of these internal procedures, when there are no further steps the student can take within the provider, the provider should send the student a **Completion of Procedures Letter**, or tell the student that they can ask for one. You can find further information about when providers should issue a Completion of Procedures Letter in our [Guidance on Completion of Procedures Letters](#).
- 44.3. We may decide to review a complaint in **exceptional circumstances** even though the student has not completed the provider's internal processes. We may consider doing this where there has been undue delay by the provider in progressing the complaint and there appears to be no prospect of early resolution, where we believe the provider might be obstructing the complaint, or where in our view there is nothing to be gained by progressing with the internal processes. We would need to be satisfied that the student had taken reasonable steps to progress the complaint. A student may request a Completion of Procedures Letter in such circumstances. We might also accept a complaint where no Completion of Procedures Letter has been issued, where the provider has unreasonably delayed in issuing a Completion of Procedures Letter, or has refused to do so, after the procedures have been completed. Again, we would expect the student to have pursued the matter first with the provider.
- 44.4. There are circumstances where a provider might issue a Completion of Procedures Letter even though its procedures have not been completed. For example, the student has not taken their complaint or appeal to the next stage, despite being clearly signposted to it, or has attempted to escalate the complaint or appeal after the provider's deadline for doing so has passed. In those cases, our review focuses on whether it was reasonable for the provider to refuse to proceed further with the student's complaint or appeal. Normally we would not consider the issues raised in the complaint or appeal itself. Our [Guidance Note regarding Completion of Procedures Letters](#) provides more detailed information about this.
- 44.5. Students sometimes raise issues in their Complaint Form that are not addressed in the provider's Completion of Procedures Letter. In those cases we will check which issues the student raised in their complaint or appeal to the provider before we decide whether we should look at the matters raised with us. Our reviews normally focus issues that were raised with the provider through its internal procedures.
- 44.6. Where a student wishes to complain about how a provider handled a complaint or appeal, or delays in that process, we don't expect the student to have to go through an additional internal procedure before bringing that complaint to us. When we review a complaint we will normally consider whether a provider followed its procedures, and if it did not, whether this may have made a difference. We will normally look at this even if the student has not raised a concern about it.
- 44.7. In exceptional circumstances, we might decide that it would be pragmatic to consider issues which the student has raised as part of a wider complaint to us, but which the student did not raise with the provider. We will explain to the provider why we have

decided to review those secondary issues as well as the substantive issues that it has considered.

Time limits (Rule 9)

45. Students have a maximum of **12 months** to bring their complaint to the OIA.
- 45.1. We encourage students to bring their complaint as soon as possible after the conclusion of the provider's internal processes. This is because the more time that has passed since the events giving rise to a complaint, the more difficult it is likely to be for us to review that complaint. In addition, the passage of time can also affect what can be done to put things right if we uphold the student's complaint. For example, some courses may have completion deadlines, or a provider may no longer offer a course. In situations like these, we could not recommend that the student is reinstated on their course even if we upheld their complaint.
- 45.2. Our [Guidance Note about Completion of Procedure Letters](#) says that a Completion of Procedures Letter should state the date by which we must **receive the Complaint Form**. For example, if the Completion of Procedures Letter is dated 7 September, the Completion of Procedures Letter must state that we must receive the complaint on or before 7 September the following year.
- 45.3. We will not accept a complaint that we receive more than 12 months after the date of the Completion of Procedures Letter. If the student is worried that they won't be able to send us the Complaint Form by the deadline, they should [contact us](#) before the deadline so that we can try to help them. We can offer the student help with completing the Complaint Form, but we can't advise on what to say in the complaint. We may accept the complaint in another format if the student is not able to complete the Complaint Form for reasons related to a disability.

Initial consideration of the complaint (Rule 11)

46. We normally ask students to complete a **Complaint Form**. The Complaint Form asks for information about the provider and the course the student was on, for a summary of the student's complaint and why they are unhappy with the outcome of the provider's internal procedures, and what the student would like to happen to put things right. You can find information about the [Complaint Form](#) on our website.
- 46.1. We can offer the student help with completing the Complaint Form, but we can't advise on what to say in the complaint. We may accept the complaint in another format if the student is not able to complete the Complaint Form for reasons related to a disability.
- 46.2. It is for us to decide whether a complaint is something we can look at and we consider each complaint on its individual merits. If a provider thinks that the complaint is not something we can look at, it should explain this in its Completion of Procedures Letter. We will take those comments into account.

- 46.3. Where we decide to review a complaint that we would not normally look at, we will explain our reasons to both the student and the provider.
- 46.4. We will normally decide whether we can look at a complaint when we have received a Complaint Form from the student but we may need to ask for some further information. Sometimes we can look at part of a complaint but not all of the issues raised. We will tell the student and the provider what we can and can't look at within three weeks of receiving the Complaint Form or any further information we have requested. If we decide that we can't look at a complaint we will tell the student and the provider this, usually in writing, and we will normally explain the reasons for our decision.
- 46.5. Sometimes it doesn't become clear until later in our process that some aspects of the complaint fall outside our Rules. For example, part of the complaint might relate to academic judgment or an employment issue. In these cases we will explain this in our Complaint Outcome.
- 46.6. If the student or the provider thinks we have made the wrong decision about whether we can or can't review a complaint they may ask us to **reconsider our decision**. The student or provider should contact the case-handler within 14 days explaining why they disagree with our decision. The decision will then be considered by a different member of case-handling staff. They will write to the student and the provider setting out their decision and the reasons for it.
- 46.7. If we decide that we can review some parts of the complaint but not others and the student tells us that they disagree with our decision, we may set out our final decision in our **Complaint Outcome**.

Review process (Rules 10, 12, 13 and 14)

47. In certain cases and if appropriate we may try to **settle** a complaint.
 - 47.1. Settlement is when in discussion with us the student and the provider agree on a way to resolve the complaint without us carrying out a full review of it. We may try to settle a complaint at any stage in our review process. Sometimes we will invite the provider to make an offer to the student. The offer will normally be "in full and final settlement" of all the issues raised, which means that the student would not be able to take legal action in relation to the same issues.
 - 47.2. If a provider wishes to try to settle a complaint, it would normally need to make the offer before we have carried out our review and made proposed Recommendations.
 - 47.3. Sometimes a complaint can be settled on the basis that the provider offers to re-run a stage of its complaints or appeals procedures because it has come to light that the provider did not follow its procedures correctly and the student may have been disadvantaged because of that.
 - 47.4. We will always give the student and the provider time to consider the proposed settlement before they decide whether to accept it.

- 47.5. If the provider makes what we consider to be a reasonable offer to settle the complaint and the student does not accept it, we may decide to terminate our review on the basis that the provider has made a reasonable offer to settle the complaint.
- 47.6. Occasionally we may suggest that the complaint should be referred to an external **mediator** to help the student and the provider to come to an agreement. We might do this where the student and the provider agree about what has gone wrong, but can't agree on how to put it right, or where we have upheld the complaint and we believe mediation would help to work out how best to put things right. Mediation can be particularly helpful when the student intends to return to their studies.
- 47.7. We may at any time decide to end settlement discussions and to continue with our review.
48. We generally review complaints by looking at the documents that the student and the provider give us.
- 48.1. Once we have received the student's Complaint Form, we ask the provider for its response to the complaint and we ask for any other documents we need. We share the information the student gives us with the provider, and we share the information the provider gives us with the student.
- 48.2. In some cases we may not need any more information from the provider. We will still give the provider the opportunity to comment on the complaint if it wants to, but it doesn't have to.
- 48.3. We usually expect the student and the provider to give us information in writing. This makes it easier for us to share the information with the other party and for everyone involved to consider the information. If there is a good reason why the student might find it difficult to put information in writing, we can explore other ways of taking the information, for example as a recording or by phone or video call.
- 48.4. We are happy to talk to the student and the provider about the complaint in phone or video calls. We may keep a recording of phone and video calls and a call note is logged on our case-handling system.
- 48.5. We don't normally hold an in-person **meeting** with the student or the provider to discuss the complaint, but we may do if we decide there is good reason to, for example if the student has particular difficulties with communication and we decide it would help us to understand the complaint.
- 48.6. A **hearing** is more formal than a meeting: both parties have the opportunity to argue their case in front of the decision maker. We don't normally hold a hearing, but we can if we decide there is good reason to.
- 48.7. When we ask for information we will set a **deadline** for the response. The deadline will normally be 14 or 28 days but that will depend on how much information we are asking for. We will say what the deadline is when we make the request.

- 48.8. We try to be flexible and if the student or the provider can't meet the deadline we have set they can ask for an **extension**, where possible before the deadline has passed. We normally expect the person asking for the extension to explain why they need it. If a student is having difficulties meeting a deadline because they are very busy or are not well we may suggest that they appoint a representative to help them, for example a students' union representative.
- 48.9. The Higher Education Act 2004 places a duty on providers to comply with "obligations" imposed by the OIA. This includes reasonable requests for information relating to the review of a student's complaint. If the provider **does not provide information requested**, we may report the provider to our Board, and may publish information about it. We have a [process for reporting this](#). We include information about the timeliness of a provider's compliance with our requests for information in our [Annual Statements](#).
49. When we have decided that we have **all of the information relevant to the complaint** (that is, our complaint file is complete) we will contact the student and the provider to tell them this. It is up to the person reviewing the complaint to decide when they have all the information they need to make a decision on the complaint. The person reviewing the complaint also decides what, if any, questions they need to ask about the student's complaint.
50. 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. We don't 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 decide the appropriate scope of our review, and we may tailor the approach we take to the circumstances of the individual complaint.
51. When we have all the information we need we will normally issue a **Complaint Outcome**. This will set out our decision on the complaint and the reasons for the decision. This may include whether the provider properly applied its regulations and followed its procedures and if not, whether this may have made a difference, whether those regulations and procedures were themselves fair, and whether or not the provider's decision in the student's case was reasonable.
- 51.1. As the student complaints scheme, we are required "to make a decision as to the extent to which a qualifying complaint is justified" (Higher Education Act 2004 Schedule 2 paragraph 5). The complaint will be justified if we uphold the key elements of the complaint and the provider has not taken adequate steps to put things right for the student. It will be partly justified if we uphold some key elements of the complaint and decide that the provider has not taken adequate steps to put things right on those elements. If we do not uphold any part of the student's complaint, or if we conclude that the provider has taken adequate steps to put things right for the student, the complaint will be not justified.
- 51.2. If we have upheld or partly upheld the complaint we will also set out any **Recommendations** we intend to make and the reasons for them in an appendix to the Complaint Outcome (see Recommendations, [paragraph 52](#)).

- 51.3. We may also record in a Complaint Outcome the details of a settlement or the outcome of mediation, or confirm that a complaint has been withdrawn or terminated.
- 51.4. We will normally give the student and the provider our Complaint Outcome within 90 days of deciding that we have all the information we need. If a complaint is highly complex it might take us longer to complete our review than normal. A complaint might be **highly complex** because there are several parts to it, there is a large amount of documentation, we decide that we need to hold a hearing or refer the complaint to mediation, or it is linked to another case and the review has to be put on hold to await the outcome. We will explain to the student and the provider why we have decided the complaint is highly complex and will tell them how long we think our review is likely to take.

Recommendations (Rule 15)

52. Where we uphold or partly uphold a complaint, we will normally make Recommendations to the provider. The Recommendations that we can make are wide-ranging and examples of the sort of Recommendation we can make are set out in Rule 15.2.
- 52.1. Some of our Recommendations are designed to put things right for the individual student. We call these “student-centred Recommendations”. The aim of these Recommendations is as far as possible to return the student to the position they were in before the circumstances of their complaint occurred. Where a practical remedy is not possible or is not enough, we may recommend financial compensation. We may also consider whether it is appropriate to recommend a payment for distress and inconvenience in addition to, or instead of, other practical or financial remedies. You can find more information about [our approach to remedies and redress](#) on our website.
- 52.2. Other Recommendations are designed to help the provider to improve its processes or practices. We call these “good practice Recommendations”. For example, we might recommend that the provider should change its procedures, review unfair regulations, or provide staff training.
- 52.3. In some cases we might recommend that the complaint, or part of the complaint, should be considered in **another forum**. For example, a student might complain to us that their higher education provider has disclosed personal information about them to someone. We might decide that the complaint about the disclosure should be referred to the Information Commissioner’s Office.
- 52.4. When we intend to make Recommendations we will share our proposed Recommendations with the student and the provider with our Complaint Outcome. They each have the opportunity to comment on the practicality of the proposed Recommendations. For example, if we are proposing to recommend changes to the provider’s regulations, the provider should tell us if there are reasons why it might not be able to make and implement those changes in the timeframe we have proposed.

- 52.5. We will set a deadline for commenting on the proposed Recommendations which will usually be 14 days, but we may **extend the time for commenting on the proposed Recommendations** when appropriate ([paragraph 48.8](#)).
- 52.6. When the deadline has passed, we will consider any comments we have received and then write to the student and the provider confirming our Recommendations or making new or amended Recommendations. We may also decide to continue with our review ([paragraph 56](#)).
- 52.7. We expect providers to comply with our Recommendations within the timeframe we have set, and to tell us when they have complied and what they have done. If the provider **does not comply with our Recommendations** we will report the provider to our Board, and we will publish information about it for example in our Annual Report. We have [a process for reporting this](#). We include information about the timeliness of a provider's compliance with our student-centred Recommendations in our [Annual Statements](#).
- 52.8. The student may decide not to accept the Recommendations. In that case we would still expect the provider to comply with any good practice Recommendations we have made.
- 52.9. In our Recommendations, we normally say that any offer the provider makes to the student is "in full and final settlement" of the complaint, or the matters we have considered. That means that if the student accepts the offer they would not normally be able to pursue legal action about the same issues. They would have to show, for example, that the subject of the legal action was different to the subject of the complaint, or that they were unduly pressured into accepting the offer.
- 52.10. If we don't uphold the student's complaint, or don't uphold all of it, we may make **suggestions** for the provider to consider, for example to improve its processes, review its regulations, or to repeat an offer it has made to the student.

Conclusion of the review (Rule 16)

53. Our review process comes to an end when we decide that we can't look at a complaint, we terminate the complaint, the complaint is settled, we issue a Complaint Outcome, or we confirm our Recommendations if we have made any.
54. If we decide we can't look at a complaint the student or the provider can ask us to **reconsider our decision** ([paragraph 46.6](#)).
55. If we decide to terminate a complaint the student can ask us to **reconsider our decision** ([paragraph 59](#)).
56. If we have upheld the complaint or part of it and have proposed Recommendations, the student or provider can ask us to consider **continuing with our review** instead of confirming our Recommendations and closing the case if they think they have new evidence or that we have made an error in the Complaint Outcome that could make a difference to our decision.

They should ask us to continue with the review when they comment on the proposed Recommendations. It is important for the student and the provider to comment on the proposed Recommendations even if there is a request to continue with the review.

57. If we have issued a Complaint Outcome on a complaint we have not upheld, or confirmed our Recommendations on a complaint we have upheld all or part of, there is no right of appeal against our decision. The student or the provider can ask us to consider **reopening our review** of the complaint if they think they have new evidence or that we have made an error in the Complaint Outcome that could make a difference to our decision.
 - 57.1. We will normally consider a request to reopen our review if it is made within 28 days of the date of our Complaint Outcome (if we have not upheld the complaint), or the date we confirm the Recommendations (if we have upheld all or part of the complaint).
 - 57.2. We will reopen our review, or continue with the review, if we decide there is good reason to do so because the student or provider give us **new evidence** that they could not reasonably have given us at an earlier date and that could make a difference to the outcome of the review. They will need to explain why it was not possible to give us that evidence before we issued the Complaint Outcome. It is unlikely that we would consider at this late stage new medical evidence that the student says is relevant to their complaint. However, we may consider evidence that the provider had but which it did not disclose to the student.
 - 57.3. We will reopen our review, or continue with the review, if we decide there is good reason to do so because the student or provider shows us that there might be **an error in the Complaint Outcome that has or might have seriously affected the outcome**. The error needs to be serious enough to be likely to make a difference to the decision or to the Recommendations we have made or are proposing to make.
 - 57.4. If we decide not to reopen or continue with our review we will explain our decision.
 - 57.5. If we have upheld a complaint and made Recommendations, and the provider has complied with those Recommendations, then we will take that into account if we reopen our review. If the provider has made an offer to the student in line with our Recommendations and the student has accepted that offer then it is very unlikely that we would agree to reopen the review. If the provider has already made a payment to the student following our Recommendations the student may be asked to repay that to the provider before the review could continue.

Terminating or suspending the review (Rule 17)

58. There are a number of situations in which we may terminate or suspend consideration of a complaint. This can be at any stage of the review process.
 - 58.1. Sometimes it becomes apparent only later in our processes that a complaint (or part of a complaint) is not something we can look at. For example, it becomes clear that the complaint is about an admissions issue, or relates to a matter of academic judgment, or

the student has started legal proceedings against the provider. In those cases we may need to terminate the review.

- 58.2. Where the provider has offered the student the remedy they were asking for, we may decide that that the provider has **satisfactorily dealt with the complaint**, even though the student may not be happy with the provider's conclusions on the main issues raised.
- 58.3. We encourage providers to try to settle complaints whenever possible ([paragraph 47](#)). Where we decide that the provider has made a **reasonable offer to settle** the complaint and the student has refused it, we may ask the provider to repeat the offer or hold it open for a reasonable period of time.
- 58.4. Sometimes in the course of our review, a provider makes an offer to reconsider the matter under its procedures and we decide that is what our Recommendation is likely to be if we were to uphold the complaint. In that case, we might decide to terminate our review of the complaint. When the provider has reconsidered the matter, it should send the student another Completion of Procedures Letter. If the student is still unhappy after the provider has reconsidered the matter, they can complain to us about the outcome of that process.
- 58.5. We may terminate or suspend our review of a complaint if the student or their appointed **representative** does not provide information requested by us within a reasonable time, or causes unreasonable delays to our review.
- 58.6. We normally use email to contact students and providers, and our MyOIA portal to share information. It is important for the student to keep in touch with us and to let us know if they change their contact details. We will suspend or terminate our review if we can't make contact with the student after we have tried using all the contact details they have provided. If we close a complaint in these circumstances, we will consider reopening it if the student later asks us to do so and can provide a good reason why they did not keep in touch with us.
- 58.7. Our [policy on behaviour](#) can be found on our website. The policy sets out the kinds of actions and behaviour that may have a negative effect on our staff or our work, and what we will do in these circumstances. The policy applies to everyone who interacts or communicates with us, including students, their representatives and providers. If we have concerns, we will first raise this with the person and try to support them to engage with us in a positive way. If a student or their representative continues to behave in a way that is affecting our staff or our work, we may decide to have no further contact with them, which may mean that we terminate our review of the complaint.
- 58.8. Where we suspend the complaint because of something the student's representative has done or not done, we will tell the student. We will consider lifting the suspension if the student decides to deal with the complaint themselves, or to appoint another representative.

- 58.9. Very rarely, a student’s representative will act in a way that is not in the student’s best interests, or will mislead us or the student. For example, the representative might refuse to put forward an offer which the provider has made to the student, or the representative appears to be following their own agenda rather than presenting the student’s complaint. That would make it difficult or impossible for us to review the complaint. If we decide to suspend our review on these grounds, we will consider reopening our review if the student decides to deal with the complaint themselves, or to appoint another representative.
59. If we decide to terminate or suspend our review and the student thinks we have made the wrong decision, they may ask us to **reconsider our decision**. The student should contact the case-handler within 14 days explaining why they disagree with our decision. The decision to suspend or terminate the review will then be considered by a different member of case-handling staff. They will write to the student and the provider setting out their decision and the reasons for it.
60. We may decide to extend a suspension, or to end it early, if there is good reason for doing so. If a student or a provider has concerns about the length of a suspension, they can discuss it with us.

Withdrawing the complaint (Rule 17)

61. If the student decides that they no longer wish to pursue their complaint they may withdraw their complaint at any time. We may suggest to the student that they withdraw their complaint if we think it is unlikely that the outcome will be what they are hoping for, but it will be up to the student to decide. The student can withdraw their complaint by writing to us, by email, or by phone. We will write to the student and to the provider to confirm that we have closed our file because the student has withdrawn the complaint. Once a student has withdrawn their complaint we will not normally agree to reopen our review if the student later decides they want to pursue it.

Additional Rules that apply to Large Group Complaints (Rule 18)

62. Rule 18 allows us to publish [additional Rules that apply to Large Group Complaints](#), and explains what we mean by Large Group Complaint. The additional Rules enable us to review complaints from large groups more efficiently whilst maintaining fairness. We have published [separate Guidance](#) to accompany the additional Rules for Large Group Complaints.

Charges and fees (Rule 19)

63. Students do not have to pay a fee to bring a complaint to us.
64. Under section 15 of the Higher Education Act 2004, providers that are “qualifying institutions” ([paragraph 23](#)) must pay any fees that we charge. All members of our Scheme have to pay an

annual subscription. A provider may also have to pay a **case related element** which is calculated from the number of complaints we receive about the provider. The annual subscription and case related element are based on a **published scale**. You can find more information about the [subscription and case related element](#) on our website. If a provider does not pay, we will follow this up in line with our [non-payment of OIA subscriptions](#) procedure. This may include providing information to the relevant regulator.

The Board (Rule 21)

65. The OIA is overseen by an independent Board. The duties of the Board include a duty to preserve the independence of the Scheme and of the role of the Independent Adjudicator. You can find more information about the [OIA's Board](#) on our website.

The Independent Adjudicator (Rule 22)

66. Information about [our Independent Adjudicator and our case-handling staff](#) can be found on our website.

Publishing and sharing information (Rule 23)

67. We publish information about complaints and good practice in a number of ways.

68. Every year we publish an [Annual Report](#) which includes information about complaints we have received and the decisions and Recommendations we have made, whether providers have complied with our Recommendations, and our good practice work.

69. We also publish information ([Annual Statements](#)) about each provider's record in handling complaints and appeals for the previous calendar year including information about the outcome of complaints we have received. This helps to increase students' confidence in complaints handling processes and allows providers to look at their own record alongside that of similar providers.

70. We also publish case summaries from time to time. We may identify the provider if we decide that is in the **Public Interest**. Our guidance on the criteria we apply when [selecting cases for publication](#), and the process we follow, can be found on our website. The case summaries we publish do not identify the student.

71. The OIA is part of the regulatory framework for higher education. We are independent of governments and regulators such as the Office for Students, and the Higher Education Funding Council for Wales and the Commission for Tertiary Education and Research in Wales. We exchange information with other bodies about providers and about complaints. The information we share does not normally identify the student. We will only share information that identifies a student in exceptional circumstances and where there is a lawful basis for doing so. We have entered into [formal information-sharing arrangements](#) with some relevant bodies. You can find more information on our website about [our work as part of the regulatory framework](#).

72. To help us to do our work we ask providers to give us relevant statistical data and information about the complaints and appeals they receive. We will consult with providers before we ask for data or information we have not asked for before. We will explain why it will help us and discuss how and when to collect it.