

Advanced Learner Loan

Advanced Learner Loan AY 2022/23 – Version 2.0

Summary

Attached is the `Advanced Learner Loan` guidance for AY 2022/23.

References to `the Regulations` in this document mean the Further Education (FE) Loans Regulations 2012 (as amended), which contain the regulatory rules governing payment and eligibility criteria for Advanced Learner Loans (ALL). These Regulations are separate from the consolidated Education (Student Loans) (Repayment) Regulations 2009 (as amended), which contain the repayment provisions for ALL support.

Disclaimer

This guidance is designed to assist with the interpretation of the FE Regulations as they stand at the time of publication. It does not cover every aspect of student support nor does it constitute legal advice or a definitive statement of the law. Whilst every endeavour has been made to ensure the information contained is correct at the time of publication, no liability is accepted with regard to the contents and the Regulations remain the legal basis of the student support arrangements for AY 2022/23. In the event of anomalies between this guidance and the Regulations, the Regulations prevail. Please note the Regulations are subject to amendment.

Further Information

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A	Maximum loan Amounts
B	Determination of maximum loan amounts
C	Update Log

Abbreviations

Abbreviation	Full
ACRS	Afghan Citizens Resettlement Scheme
ALL	Advanced Learner Loans
ARAP	Afghan Relocations and Assistance Policy
AY	Academic Year
BIS	Department for Business, Innovation and Skills
CPR	Compelling Personal Reasons
DfE	Department for Education
DSA	Disabled Students Allowances

DWP	Department for Work and Pensions
EEA	European Economic Area
ESFA	Education and Skills Funding Agency
EU	European Union
FE	Further Education
GLH	Guided Learning Hours
HE	Higher Education
HEP	Higher Education Provider
HMPO	Her Majesty's Passport Office
HNC	Higher National Certificate
HND	Higher National Diploma
HO	Home Office
IAG	Information and Guidance
ICR	Income Contingent Repayment
ILR	Indefinite Leave to Remain
LARS	Learning Aims Reference Service
MoJ	Ministry of Justice
NINO	National Insurance Number
NOMS	National Offender Management Systems
PG	Postgraduate
PLA	Parents' Learning Allowance
QAA	Quality Assurance Agency
ROI	Republic of Ireland
ROPR	Right of Permanent Residence
SFA	Skills Funding Agency (now ESFA)
SFE	Student Finance England
SRDD	Statutory Repayment Due Date
TQT	Total Qualification Time
UC	Universal Credit
UG	Undergraduate
UK	United Kingdom

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1 Introduction

24+ Advanced Learning Loans were launched in April 2013 providing tuition fee loans to students aged 24 and over studying a Level 3 or Level 4 Learning Aim.

The scheme was renamed as Advanced Learner Loans (ALLs) for AY 2016/17 following an extension of the policy to those aged 19-23. In addition, funding was also introduced for Level 5 and Level 6 Learning Aims.

This guidance describes the regulatory rules for ALL, including:

- Personal eligibility requirements
- Course eligibility requirements
- Payment allocation
- Changes of circumstances

This document also provides updated guidance on the following policy changes for AY 22/23:

- further changes and clarifications to student funding policy as a result of the UK's exit from the European Union (EU)
- the policy position for persons granted leave under the Afghan Relocations and Assistance Policy (ARAP) or the Afghan Citizens Resettlement Scheme (ACRS)
- the policy position for British nationals evacuated from or assisted in leaving Afghanistan under 'Operation Pitting'
- the policy position for persons granted leave under the Ukraine Schemes

The repayment terms for ALLs are described in the separate Student Finance England (SFE) "Repayment" guidance document. The repayment of the ALL is made on the same Terms and Conditions as Higher Education (HE) undergraduate loans and repayments (i.e. Plan 2).

References to separate guidance documents for undergraduate students are made within this document, where that guidance contains more detailed information on existing policy rules that apply to both undergraduate student funding and ALLs.

2 Personal eligibility

The personal eligibility criteria for ALLs are set out in Regulation 3 and Schedule 1 of the Regulations.

ALLs are not means-tested and are available to eligible students who are:

- aged 19 and over on the first day of their designated (FE) course, and

-
- studying a Level 3, Level 4, Level 5 or Level 6 Learning Aim at an approved learning provider in England,

or

- members of the UK armed forces serving outside their domicile (and eligible family members) who are aged 19 and over and who are studying designated qualifications by distance learning, with a provider in receipt of a loans facility and the ability to offer provision by distance learning.

2.1 Discretion in the application of eligibility rules

ALL is only available to students and in respect of courses that satisfy regulatory eligibility and funding criteria. The Student Loans Company (SLC) will therefore not apply discretion in the application of ALL policy rules, with the exception of the limited discretion outlined in this document, including SLC discretion on when to award extra support for Compelling Personal Reasons (CPR).

2.2 Eligibility exclusions - general

As per Regulation 3, students are ineligible for an ALL if they:

- are aged under 19 on the first day of the designated FE course,
- are in breach of any obligation to repay any student loan,
- have reached the age of 18 and have not ratified any agreement for a loan made when they were under 18, or
- have shown themselves by their conduct to be unfitted to receive support.

2.3 Age limit

In order to qualify for an ALL, eligible students must be aged 19 years or over on the first day of their designated FE course (Regulation 3(3)(a)). There is no upper age limit for an individual wishing to apply for an ALL.

2.4 Applicants who breach any obligation to repay any previous student loan (arrears)

The Regulations provide that a person shall not be eligible for support if they are in breach of any obligation to repay any loan (Regulation 3(3)(b)). SFE do not have any discretion in determining an applicant's eligibility in these circumstances.

Once an applicant is no longer in breach, for example if they have paid their arrears in full, SFE should reassess their eligibility for the AY in question. Any such reassessment is for the

whole AY, not from the date on which the student ceased to be in breach of any such obligation.

If an applicant has received a notification that they are eligible for an ALL but subsequently breaches any obligation to repay any previous student loan, the student will remain eligible for support in the AY to which the notification applies.

‘Arrears’ are considered to include any breach in the student’s obligation to repay the following:

- Any repayments of an Income Contingent Repayment (ICR) student loan due for an overseas period of residence,
- Any repayments of ICR student loan due to be repaid by Direct Debit (for example where the student is considered to be less than two years from paying the loan balance in full), and
- Any ‘mortgage style’ loan (generally payable to students who started their course prior to 1998).

Note that the following will not make the student ineligible for ALL:

- The student owes a loan or grant overpayment amount, or
- The student has a loan balance which is in repayment, has a status of ‘found’ or ‘unmatched’ and has failed to respond to SLC’s request for information to determine repayment eligibility.

2.5 Applicants who have reached the age of 18 and have not ratified a previous student loan for which they were assessed under the age of 18

Regulation 3(3)(c) provides that a student is not eligible for an ALL if they have reached the age of 18 and they have not ratified any agreement for a loan taken when under the age of 18. A separate ratification form is not required. By signing a new student loan declaration the student acknowledges and agrees that they are automatically ratifying all student loans that they borrowed before reaching the age of 18.

2.6 Ineligibility on grounds of Unfittedness to receive support

A student is not eligible for an ALL if, in SFE’s opinion, the student has shown themselves by their conduct to be unfitted to receive support (Regulation 3(3)(d)). The power to deem a student as unfitted for student support may be used at any stage in the process of assessing a student’s eligibility, but once a student has been notified that they are eligible this power may not be used.

One example of when SFE might decide that a student is unfitted to receive support might be where it comes to light that the student has committed fraud in applying for support. SFE should consider exercising the power to refuse the application (or terminate eligibility, depending on when the fraud comes to light). This is based on the grounds that the student has demonstrated that they are unfitted for support due to fraudulent conduct. Fraudulent conduct can include making applications to (and receiving support from) more than one authority and presenting fraudulent information in order to receive more support than they are entitled to.

Additionally, the student might be assessed for fraud where evidence from the FE provider calls into question a student's fitness to received support. An assessment may arise if, for example, the institution provided evidence of attempted fraud against it. This evidence may not lead to the student being expelled but it may lead SFE to consider whether the student, though being allowed to continue with the course, should continue to receive support.

Note that a student who has previously been found to be unfitted for support provided by another government department, such as the DWP may be deemed unfitted for an ALL. In the circumstances of a conviction, a student's sentence may be argued as adequate punishment. However, it is SFE's responsibility to consider whether it is appropriate to support a student whose conviction casts doubt on their suitability for their intended career.

It is important to bear in mind that the decision as to whether a student is suitable for or should be allowed to take a course rests with the institution. The decision as to whether the student is eligible for funds rests with SFE. Consideration should also be given where the applicant is pursuing FE as a means towards their rehabilitation.

The fact that a student is, or has in the past been in dispute with SFE over a student support issue should not of itself be a reason for refusing or terminating support, even if the dispute was acrimonious. However, it may be a different matter if the student has behaved criminally in pursuing their grievance, though the case should be considered on its own merits.

It is important to remember that the purpose of these provisions is to safeguard public funds, and to ensure that they are spent properly. SFE should always ensure that a decision to refuse or terminate support will stand up to examination in the event of a formal appeal or a court challenge. It would be a sensible precaution for SLC to seek advice from the SLC's legal staff.

2.7 Prisoner Students

Students who are imprisoned may be eligible for an ALL if they satisfy the definition of an `eligible prisoner` as set out in Regulation 2, i.e. they are a prisoner who:

- begins the current course on or after 1 August 2013,
- is serving a sentence of imprisonment in England (and is not on remand),
- has been authorised by the prison Governor or Director or other appropriate authority to study the current course,

-
- has the right to remain in the UK after completion of their sentence, and
 - whose earliest release date is within 6 years of the first day of the current designated FE course.

In exceptional circumstances, the applicant can be an offender who is held outside a prison facility, for instance, in a secure hospital.

In some cases a prisoner may receive an indeterminate sentence for serious or repeated offences. In these cases, release may be dependent upon the prisoner undertaking a range of specified rehabilitative activities. For example, offending behaviour courses run by National Offender Management Systems (NOMS), and then receiving parole board approval for release. There is also usually a minimum sentence set by the court (for example a minimum sentence of five years, with release being dependent upon the offender fulfilling one or more conditions).

The Ministry of Justice (MoJ) now consider the minimum period of imprisonment set at trial (the sentence tariff) as the earliest release date, rather than waiting for a direction from the parole board. This is subject to the Governors determining whether a prisoner is on track to meet their sentence requirements and that they are within a specified number of years of release (as determined by the minimum tariff).

Learning and funding information letter:

There is a separate learning and funding information letter for students who are imprisoned. Students who are imprisoned must make loan applications on the standard paper-based loan application form. The application must be accompanied by an SLC prisoner application proforma (available from the Head of Learning, Skills and Employment within the prison) or a letter from the prison Governor or Director (or their representative).

Change of circumstances:

Students undertaking learning in custody may experience more frequent changes in circumstances. SLC must be informed when an offender's circumstances change. For example, if the student is released from prison, transfers to another prison, or changes or withdraws from the Learning Aim they are undertaking.

If a student undertaking a designated Learning Aim is sent to prison they may be able to continue their studies while they are in custody. The individual will have to meet the eligibility criteria for offenders as set out above, including the prison Governor's confirmation that that the qualification is appropriate.

2.8 Standard Entitlement of Eligible Students

A student taking more than one designated FE course at any one time may qualify for a fee loan for each course (Regulation 15(6)).

The standard entitlement for an eligible student is a maximum of four fee loans*, where the student does not take out a fee loan for a programme of A Level study (Regulation 15(2)). Where a student takes out a fee loan for a programme of A Level study**, the standard entitlement is a maximum of eight fee loans (treated as one single loan entitlement) for the programme of A Level study and a maximum of three fee loans for other designated FE courses (Regulation 15(3)).

*A student may only use one fee loan from their standard entitlement to fund an Access to HE Diploma (Regulation 15(5)).

**A programme of A Level study means the study of one or more AS Levels or A Level courses (Regulation 15(10)). Regulation 15(4) provides that a student undertaking a programme of A Level study may use fee loans from their standard entitlement to fund:

- a) A maximum of four AS Level course;
- b) A maximum of four A Level courses;
- c) AS and A Level courses in a maximum of four subjects.

For example:

Cameron applies for fee loans to fund a programme of A Levels and a Level 3 Vocational Qualification concurrently. As Cameron is entitled to four fee loans (with each individual loan for his programme of A Levels considered to represent (in their aggregate) one loan for the purposes of calculating his standard entitlement), he now has a remaining entitlement of two fee loans.

William applies for fee loans to concurrently fund two Access to HE Diplomas. William is only entitled to use one fee loan to fund an Access to HE Diploma. Therefore, William can use one fee loan to fund his selected Access to HE Diploma and will have a remaining entitlement of three fee loans for other designated FE courses.

Regulation 15(7) stipulates that where an eligible student has qualified for a fee loan in connection with a designated FE course and has received public funds for the fees for that course equal to the full amount of the fee loan, the fee loan does not count towards the standard entitlement if:

- a) the Secretary of State has withheld payment of all of the fee loan under regulation 22(5)(2), or
- b) the fee loan was overpaid to the student, but has been repaid in full under regulation 24(3).

Furthermore, a fee loan taken out by an eligible student which is cancelled in full under Regulation 25 does not count towards the standard entitlement (Regulation 15(8)).

In addition to the student's standard entitlement, if the SLC determines that an eligible student is:

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- a) repeating a designated FE course because of compelling personal reasons (CPR), or
 - b) transferring to an alternative institution because the institution at which that student began a designated FE course has ceased to be publicly funded,

the eligible student may subsequently qualify for further fee loans in respect of any period or periods of study arising as a result.

Where a student is studying their Learning Aim at more than one learning provider, the student must have a lead learning provider who is responsible for making attendance confirmations and receiving loan payments. Any arrangements for sharing responsibility for the Learning Aim delivery and loan income is also the responsibility of the lead learning provider.

In addition, concurrent study rules allow students to be studying at different learning providers at the same time. When a learning provider is enrolling a student on a new course, they must ask the student what other Learning Aims or HE courses they will be studying concurrently. The learning provider should evaluate whether successful completion of the Learning Aim is realistic.

2.9 Students who have an equivalent or higher level qualification

Previous educational study will not affect a student's entitlement to an ALL. As noted in Section 2.8, eligible students are entitled to up to four FE loans in their lifetime. Eligible students can receive a FE loan to fund a Learning Aim that is the same type and level as a Learning Aim that they have previously received funding towards.

The exceptions to this rule are AS, A Levels and Access to HE Diplomas. Loans used to fund up to four A Levels as a programme of A Levels or to fund an Access to HE Diploma count for only one of the student's standard entitlement respectively. These Learning Aims are focused on a particular outcome that is related to progression. Therefore, periods of repeat study, where the student is not progressing, will not be funded. Grounds where an exception may be applicable are detailed above in Section 2.8.

For example:

Lawrence applies for and receives a fee loan to study an Access to HE Diploma in AY 21/22. Lawrence subsequently withdraws from the Access to HE Diploma later in the academic year. In AY 22/23, Lawrence applies for a further fee loan to fund another Access to HE Diploma. Lawrence is not eligible for a repeat loan as this is considered to be repeat study, unless an exception applies e.g. accepted as having CPR.

Ghunda completed a programme of AS levels in AY 21/22. Ghunda subsequently applies for a fee loan to fund a corresponding programme of A levels in AY 22/23. Ghunda is eligible for a fee loan as a student can be eligible for a loan for four A Levels if they are a corresponding subject to an AS qualification.

2.10 Other sources of funding

Students will not be eligible to receive an ALL for a Learning Aim if the provider has accessed grant funding via the ESFA in respect of the same Learning Aim at the same time. The ESFA set this rule out within the ALL funding rules.

Currently, there are no regulatory restrictions preventing students accessing ALL and HE UG or PG funding concurrently except if deemed unfitted for support.

2.11 Time limit for applying for student support

Students must apply for ALL before the end of the designated FE course for which they are applying for funding and within the maximum time period for that type of Learning Aim (Regulation 11(2)). A student will be assessed on the rules pertaining to the start date of their course. As long as an application is received by the last day of the Learning Aim it will be accepted for consideration, even where there are outstanding requirements for information or evidence.

Applications for the next AY should not be submitted until the launch date for that year, as they will otherwise be disregarded.

Late Applications

Applications must be received during the maximum period of eligibility. The maximum period of eligibility is dependent on the course type (see section 5.1 for maximum time periods in respect of designated FE courses).

2.12 Students who become eligible after an event

From AY 21/22 changes have been made to this rule to remove events that can currently make a student eligible after the first day of the first AY of the course, where the student would not have been eligible for that category at the start of the course when starting a course from AY 21/22.

Full details of these changes due to the UK's exit from the EU can be found by accessing the SFE undergraduate 'Assessing Eligibility' guidance chapter for AY 21/22.

Where a learner becomes eligible for support following an 'event' listed in Regulation 7 of the Education (Further Education Loans) Regulations 2012 as amended, they may qualify for ALL:

The events are—

- a) the student or the student's spouse, civil partner, parent or step-parent is recognised as a refugee, a person granted stateless leave or becomes a person granted humanitarian protection;

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- b) the student becomes a family member (as defined in Part 1 of Schedule 1) of an EU national where both the EU national and the family member have protected rights under the Withdrawal Agreement;
 - c) the student becomes a family member of a UK national and/or the family member of a person settled in the UK;
the student acquires the right of permanent residence (in practice this will also include where the student acquires settled status under the EU settlement scheme);
 - d) the student becomes a person described in paragraph 6A(1)(a) of Schedule 1;
 - e) the student becomes the child of a Swiss national;
 - f) the student becomes a person granted section 67 leave;
 - g) the student becomes a person granted indefinite leave to remain (ILR) as a victim of domestic violence or domestic abuse;
 - h) the student becomes a person granted Calais leave;
 - i) the student becomes a person granted indefinite leave to remain (ILR) as a bereaved partner.
 - j) the student becomes a person granted leave under one of the Afghan Schemes (Afghan Relocations and Assistance Policy (ARAP) or the Afghan Citizens Resettlement Scheme (ACRS)); or
 - k) the student becomes a person granted leave under one of the Ukraine Schemes.

Furthermore, Regulation 7A provides that where a student's course becomes a designated FE course after the student has already started studying on the course. A student may only qualify for a loan if the course is designated for support in the academic year that the student started studying on the course.

Note that, where the event occurs after the start of the designated FE course the student still has to satisfy the requirements of the relevant residency category as described in the Regulations, e.g. ordinary residence requirements at the start of / preceding the first day of the designated FE course.

Example:

Natalia is resident in England and starts a Learning Aim on 1 August 2022. At that point Natalia was ineligible for funding as she was not eligible under any of the residency categories.

Natalia is subsequently granted ILR as a Bereaved Partner on 15 October 2022. This event takes place before the last day of the Learning Aim (and within the maximum time period for that type of learning aim). Moreover, Natalia satisfies the residency requirements of being ordinarily resident in the UK on the first day of her Learning Aim and ordinarily resident in the UK and Islands throughout the period since being granted the respective status. She is eligible to apply for ALL support for the whole learning aim.

Note, it is the responsibility of the learner to make an application for funding should one of the regulatory events in Regulation 7 occur (SLC does not contact applicants at certain points to confirm if their status has changed).

2.13 Documentation requirements

Regulation 10(1) states that the applicant should provide such documentation as the Secretary of State may require with their application. SFE will verify an applicant's British passport details with HMPO via the Government Secure Intranet where possible. Where this is not possible, SFE will verify other identity documentation such as a student's valid national ID card, passport or birth certificate (Regulation 21(2)).

Relevant documents are listed in the notes for the completion of each application. SFE may accept certified true copies* of documents, where they consider it unreasonable to insist on originals. However, it is SFE practice that every endeavour will be made to have sight of original identity documents, preferably a passport or identity card.

* A certified true copy is a photocopy of an original identity document which must have been stamped and signed as being a true copy of the original by an official such as a minister of religion, doctor, lawyer, civil servant, teacher/lecturer or police officer. The person certifying the copy must provide their name, address and contact number. The certifying person must not be a relative or retired.

ALL applicants are required to provide their valid UK National Insurance Number (NINO) (Regulation 20), with exceptions for non-UK nationals who are not issued a NINO by DWP.

Note, if a student chooses to submit their birth certificate then this must be accompanied by a fully completed Identity Declaration Form. SFE should not require students to produce a birth certificate where they are unwilling to do so. In such circumstances, other forms of evidence such as a valid passport should be accepted.

In exceptional circumstances a student may be unable to provide either a birth certificate or a passport for a valid reason. SFE must not continue to request these items, but may accept other forms of evidence from external organisations such as the Home Office (HO) or the student's solicitor to ensure that they can satisfy themselves of the applicant's identity.

Where students have previously applied to SLC for funding, existing identity details held by SLC may be re-used.

2.14 Contact details

Students are requested to provide details of two contacts, residing at different addresses from each other, as part of the loan application. Only one contact may reside at the same address as the student. A minimum of one contact is mandatory and will be required prior to loan approval. Contacts who reside at non-UK addresses can be accepted.

2.15 Benefits entitlement

Where a person in education is eligible for a means-tested social security benefit, support for tuition costs is disregarded while support for maintenance costs is taken into account when assessing their benefit award. As ALL is a tuition fee loan, it should not be taken into account when assessing a student's benefit award.

3 Residency

Regulatory residency requirements for an ALL are broadly* the same as those that apply to undergraduate HE student support. See the undergraduate "Assessing Eligibility" guidance chapter for AY 22/23 for further details of regulatory residency categories for student funding.

*In order to qualify for ALL support towards a designated FE course, students are required to satisfy the ordinary residency requirements of their applicable eligible residency category on the first day of the designated FE course (rather than the first day of the first AY of the designated course, as is generally the case for HE student support).

An ALL is available to the categories of students described in Part 2, Schedule 1 of the Regulations. These can be summarised as follows:

- UK domiciled students, for example those students who have been ordinarily resident in the UK and Islands for the three years prior to the first day of the designated FE course
- EU nationals (including ROI citizens) and their family members who fall under a paragraph of Schedule 1 of the Regulations and meet the relevant eligibility criteria.
- Other groups of applicants who satisfy the regulatory residency requirements in the Regulations, including certain forms of qualifying HO leave to remain statuses (e.g., refugee status, humanitarian protection status etc.)

Note that students in certain eligible residency categories who qualify for support as a result of the UK's Withdrawal Agreement with the EU must attend the course (or undertake the course where they are distance learning) in England. The requirement to attend in England is satisfied where the student is attending a campus in England and the campus is part of an FE Provider that is based in a different UK territory.) These students are permitted to attend field trips and placements outside of England where they form part of a course that is delivered by a provider in England.

3.1 Long Residence Category

Effective from 1 April 2017, the Department for Education (DfE) introduced a new eligibility category for FE student support for those with long residence in the UK. The new long residence category extends eligibility for student support to those persons who on the first

day of a designated FE course have, preceding the first day of the designated FE course, lived in the UK throughout either:

- Half their life; or
- A period of 20 years

To be eligible for support under this category the student must also:

- Be ordinarily resident in the UK and Islands throughout the three-year period preceding the first day of the designated FE course; and
- Not have moved to the UK and Islands wholly or mainly for the purposes of education

Ordinary residence means lawful residence and the student must hold some form of leave to remain issued by the HO, for example Limited Leave to Remain or Discretionary leave to Remain or another form of leave described in Part 2, Schedule 1 of the Regulations. If a student has moved from one period of leave to another during the three years preceding the first day of the designated FE course their leave must run concurrently, for example the application for the second period of leave was made in time before the first period elapsed. A break in leave will mean that the student was here unlawfully and they will not satisfy the ordinary residence requirement.

Students who fall into this category can apply for support mid-course. However, they will have to have met the residency requirements by the first day of the designated FE course (e.g., have lived in the UK throughout either half their life or a period of 20 years preceding the first day of the designated FE course, and be ordinarily (i.e. lawfully) resident in the UK and Islands throughout the three-year period preceding the first day of the designated FE course). Students applying mid-course will not qualify for support for previous years, payments will apply from the AY of the application's submission only. The student's cohort will be determined based on the first AY of the student's course and this defines the support package available.

Students, who only meet the long residency criteria after the first day of the designated FE course are not eligible for support for the duration of their course. This is because the long residence category is not an 'event' status pursuant to Regulation 7 of the Regulations (as described in section 2.12).

The onus is on the student to demonstrate that they meet the long residence requirements. SFE must be satisfied, through a combination of HO checks and evidence, that the student is eligible under this category. SFE will accept valid HO documentation showing the date of entry into the UK. It should be noted that a valid entry clearance visa, such as a visit visa is not in itself confirmation the student entered the UK at that time. Individuals usually receive entry clearance for a 6-month period of time. Only a confirmed entry date from Immigration Control and verified by the HO would be satisfactory evidence of entry to the UK.

Where a HO check or documentation does not provide a definitive entry date into the UK, SFE will consider other forms of evidence on a case-by-case basis. Other forms of evidence may include (but are not limited to):

- School letter and records on headed paper, signed by someone in authority (Deputy Head, Head, etc) within the school, stating the dates each year the student was in attendance
- Letter from a GP
- Confirmation of university/college attendance
- Council tax bill
- Wage slips/P60/P45/Self-Assessment Tax Return or
- Confirmation of employment from employer on company headed paper signed by a senior member of staff with contact details provided

SFE should establish the student's three years ordinary residence in the UK and Islands, preceding the first day of the designated FE course before evidence to satisfy the long residency aspect is requested.

The calculation for long residence is determined by the student's age on the first day of the designated FE course, and their entry date to the UK (or relevant other evidence demonstrating they were living in the UK throughout the required period). This will mean that the half-life or 20 year calculation can be determined by the first day of the designated FE course.

3.2 Three Year Address History

Generally, all applicants must provide details of their home address covering the three-year period prior to the first day of the designated FE course.

The home address of the parents of the applicant, where this differs from the applicant's address, will not be taken as the place of ordinary residence of the applicant.

However, students applying under one of the following eligible residency categories are not required to provide three years of address history:

- Refugee status
- Humanitarian protection
- Indefinite Leave to Remain as a victim of domestic abuse or violence
- Indefinite Leave to Remain as a bereaved partner
- Leave under Section 67
- Calais leave

-
- Stateless person
 - Leave under ARAP or ACRS
 - British nationals evacuated from or assisted in leaving Afghanistan under Operation Pitting
 - Leave under the Ukraine Schemes

Instead, where a student holds one of the residency statuses listed above, they are required to provide details of their addresses for the period covering the date they were granted their most recent status with the HO up to the first day of their designated FE course.

Evidence of address history may be requested from applicants as part of a sample check during the AY. The overall size of the sample, and the sample size used for specific applicant groups, may be varied at any time. For example, where applicants are required to be ordinarily resident in the UK on the first day of the designated FE course, but state that they have been living in the UK for three months or less prior to the first day of the designated FE course, all such applicants may be asked to provide evidence of their address history so that SFE can ascertain if the student moved to the UK solely for the purposes of attending the course. If the student is considered to have moved to the UK solely for the purposes of attending the course, the student will be ineligible for ALL (unless the student was deemed to be temporarily absent from the UK or exercising free movement rights under the EU directives in the EEA/Switzerland prior to 31st December 2020).

3.3 Students who move to England from elsewhere in the UK or the Islands in order to attend a course

ALLs are available to applicants who are UK domiciled studying at an FE provider in England or any applicants who are Armed Forces personnel or family members who are studying designated FE courses with an English domiciled provider who have an ALLs funding agreement, and ability and willingness to offer provision by distance learning. The provider must also *“inform the ESFA of the arrangement as per the rules governing ALLs funding”*.

For example:

Terry starts a Learning Aim in England in September 2022. He is ordinarily resident in Wales at the start of the first AY of the course. Therefore, as he is UK domiciled and studying at an English FE learning provider he is eligible for an ALL.

Nyree starts an undergraduate degree in England in October 2017. She receives funding from Student Finance NI as she is ordinarily resident in Northern Ireland at the start of the first AY of the course. She completes the undergraduate degree in June 2020. She stays in England after the end of the course. She applies for an ALL in England starting in September 2022. As she is studying at an English FE learning provider and is ordinarily resident in the UK, she may be eligible for an ALL despite her place of ordinary residency within the UK being Northern Ireland, as all UK domiciled students qualify for ALL.

3.4 Changes to student funding policy as a result of EU Exit

ALLs will be available to applicants who meet the residency criteria as set out in the Part 2, Schedule 1 or the Further Education Loans Regulations 2012 and subsequent amendments. For full details of the eligible residency criteria following the UK's exit from the EU please refer to the SFE undergraduate 'Assessing Eligibility' guidance chapter.

Background

The UK's exit from the EU took place on **31 January 2020 at 11pm**. The withdrawal of the UK from the EU is commonly referred to as 'Brexit' or 'EU exit' and is referred to as the latter in this document.

A transition period following the UK's exit from the EU ended on **31 December 2020 at 11pm**.

Free movement rights under the EU directives applied until the end of the transition period. As of 1 January 2021, post-EU exit immigration rules apply.

Student support policy rules (and home fee status) are unchanged for all EU, EEA and Swiss national students who started a course in AY 20/21 or earlier; their eligibility is therefore preserved. Support will continue on the same eligibility grounds until these students have completed their period of study. This applies whether or not the period of study starts after the end of the transition period in AY 20/21 (from 1 January 2021 to 31 July 2021 inclusive).

For eligibility rules applying to EU, EEA and Swiss nationals from AY 21/22 onwards (i.e. post-EU Exit student support rules, please refer to the SFE undergraduate 'Assessing Eligibility' guidance chapter.

3.5 Temporary or occasional absences

When considering whether an applicant has been ordinarily resident in a territory during a prescribed period, temporary or occasional absences will not normally affect ordinary residence. SFE will make decisions on whether an absence affects a person's ordinary residence on a case-by-case basis.

Temporary absences may include but are not restricted to temporary employment, employment with the Armed Forces, periods of study, and extended holidays/travelling.

3.6 Armed Forces Personnel¹ and their family members

Under Paragraph 1(6) of Part 1 of Schedule 1 members of the regular naval, military or air forces of the Crown, of another EEA State or of Switzerland or Turkey on service outside the UK and Islands or the EEA, Switzerland and Turkey, as appropriate, are considered to be temporarily employed overseas for any such period. The effect of this is that a person may be treated as being or having been ordinarily resident in the UK and Islands, the EEA, Gibraltar,

¹ For the purposes of this guidance 'UK Armed Forces' includes active service members of the British Royal Navy, Army, Royal Air Force and Army Reserves only.

Switzerland or Turkey if he would have been so resident but for the fact that they, their spouse or civil partner, their parent or, in the case of a dependent direct relative in the ascending line, their child or child's spouse or civil partner was serving overseas.

These provisions apply owing to the unique nature of their employment, namely that they are bound by military law to accept overseas postings. The provision is only intended for armed forces personnels' families who follow them on postings: this provision does not apply to students who had been living overseas but not with the parent on active.

Distance Learning `outside of England'

Armed Forces personnel (and their eligible family members) serving outside of England on the first day of the designated FE course are not required to be studying in England in order to qualify for an ALL*.

*Note, in order to qualify, Armed Forces personnel (and their eligible family members) must be studying a designated further education course provided by an English provider who has an ALL funding agreement, and the ability and willingness to offer provision by distance learning.

For example:

Jimmy is a member of the Armed Forces who is ordinarily resident in England but is serving in Wales. In September 2022, whilst serving in Wales, Jimmy starts a 2-year distance learning course. Jimmy is eligible for an ALL.

Once a student, studying a distance learning course overseas or within another country in the UK is eligible for student support they will remain eligible to the end of their period of eligibility, even if they, or their family member, leaves the Armed Forces.

3.7 Residency Examples

Please note that these examples are for illustration purposes only and do not cover all scenarios, including those involving previous study, further examples are given in the SFE undergraduate 'Assessing Eligibility' guidance chapter. For the full list of residency categories, refer to Schedule 1 of the Regulations.

For example:

UK Nationals who have lived in another UK domicile during the preceding three years

Stuart is a UK national who confirms that he has been living in the UK and Islands for three years prior to the first day of the designated FE course. He provides the following address history (most recent address first):

England: 2 years

Wales: 1 year

As Stuart is a UK national who is ordinarily resident in UK on the first day of the designated FE course and who has been ordinarily resident in the UK and Islands for three years prior to the first day of the designated FE course, he is eligible for an ALL. (Note that he must be studying an eligible Learning Aim at an eligible learning provider in England.)

UK Nationals who have lived outside of the UK during the preceding three years

Bridget is a UK national who confirms that she has not been living in the UK and Islands for three years prior to the first day of the designated FE course. She provides the following address history (most recent address first):

England 1 month
France: 2 years and 11 months

Bridget returned from France to England in order to start the designated FE course. It is determined that Bridget was resident in England prior to living in France, she is therefore eligible for an ALL as she left England prior to 1st January 2021 to exercise her free movement rights under the EU directives in the EEA / Switzerland. (Note that if she was ordinarily resident in a different UK territory prior to leaving the UK, she would remain eligible for ALL as long as she was studying an eligible Learning Aim at an eligible learning provider in England.)

Emma is a UK national who confirms that she has not been living in the UK and Islands for three years prior to the first day of the designated FE course. She provides the following address history (most recent address first):

USA: 1 year
England: 2 years

She returns to England to start the designated FE course. It is determined that her period of residence in the USA is not temporary. Consequently, she does not satisfy the three-year UK ordinary residence requirements. Therefore, she is ineligible for an ALL.

Lawrence is a UK national who confirms that he has not been living in the UK and Islands for three years prior to the first day of the designated FE course. He provides the following address history (most recent address first):

England: 1 month
Australia: 6 months
England: 2 years 5 months

As his residence in Australia is a temporary work contract and he did not intend to stay in Australia indefinitely, it is deemed to be a temporary absence and he is still

considered to be ordinarily resident in the UK. He is therefore eligible for an ALL. (Note that he must be studying an eligible Learning Aim at an eligible learning provider in England.)

EU Nationals

Jaime is a Spanish national who has settled status under the EU Settlement Scheme and confirms that he has been living in the UK and Islands for three years prior to the first day of the designated FE course. He provides the following address history (most recent address first):

England: 1 year
Scotland: 2 years

As Jaime has been ordinarily resident in the UK and Islands for three years prior to the first day of the designated FE course, he is eligible to apply for an ALL.

Katrin is an Estonian national who confirms that she has not been living in the UK and Islands for three years prior to the first day of the designated FE course. She provides the following address history (most recent address first):

Germany: 2 years
Estonia: 1 year

She comes to England to start the course. She does not have citizens' rights under the Withdrawal Agreement as she moved to the UK after 31 December 2020 and does not therefore have status under the EU Settlement Scheme. Consequently, she is ineligible for ALL.

4 Previous Study

Previous educational study will not affect a student's entitlement to an ALL. Students are entitled to up to four fee loans in their lifetime (see Section 2.8) and can receive a loan to fund a Learning Aim that is the same type and level that has been previously funded.

ELQ restrictions will not apply. The exceptions to this are AS, A Levels and Access to HE Diplomas.

4.1 Repeat Study

A student is entitled to up to four fee loans for the same type of general and technical qualification.

Loans used to fund up to four A Levels as a programme of A Levels or to fund an Access to HE Diploma count for only one of the student's standard entitlement respectively as that Learning Aim is focussed on a particular outcome that is related to progression. Therefore,

periods of repeat study, where the student is not progressing will not be funded. Students who have previously withdrawn from their studies due to CPR can be exempt from these rules. Information on exceptions are detailed above in sections 2.8 and 2.9.

4.2 Compelling Personal Reasons (CPR)

Repeat funding may be available where the student received funding for ALL and withdrew from the Learning Aim due to CPRs. These students will still be entitled to a repeat loan following a withdrawal regardless of the start date of their Learning Aim.

The CPR exception allows the repeat loan to be used for a Learning Aim at any level or type. This includes the repeat loan following withdrawal being used to fund a Programme of A levels or an Access to HE Diploma, on the condition that the student has not already completed a programme of A level study or Access to HE Diploma.

For example:

Irmantis has already completed an Access to HE Diploma in Engineering and withdraws from an A level component due to CPR in AY 19/20. During AY 20/21 he applies to use the repeat loan to fund an Access to HE diploma with a start date of 01/10/2020. Irmantis is not eligible for the repeat loan.

Lucia applied and received two FE loans between AY 20/21 and AY 21/22, for a Level 3 certificate and an Access to HE course. Lucia completed her Level 3 course, but withdrew from the Access to HE course due to CPR. During AY 22/23, Lucia would like to apply to use a repeat loan to fund a second Access to HE diploma. Lucia is eligible for funding as the first Access to HE course was withdrawn from due to CPR.

Molly was studying an Access to HE Diploma when she had to suspend her studies due to attending court for a criminal offence. Molly later withdrew from her course to serve a custodial sentence. In AY 22/23 Molly applied to use a repeat loan to fund another Access to HE diploma with a start date of 1/09/22. However, Molly is not eligible for a repeat loan as a custodial sentence does not constitute CPR.

Note that the student must provide evidence to support a claim that withdrawal from a previous Learning Aim was for CPR, such as medical evidence or evidence of a personal or family crisis.

5 Course Eligibility

5.1 Designated Courses

ALLs are available to support students who are studying FE Learning Aims irrespective of the mode of study. The Secretary of State for Education, acting through the ESFA is responsible for designating Learning Aims as eligible for ALLs. The criteria is set out in the advanced learner loans prospectus 2022 to 2023 and includes the following:

-
- Programme of A Level(s) (AS, or A Levels)
 - QAA Access to HE Diploma
 - general and technical qualifications at levels 3, 4, 5 and 6

The full list of designated qualifications is in the Learning Aims section of the Hub and the Advanced Learner Loans Qualification Catalogue. ALLs for Learning Aims are available at up to the [maximum loan amounts](#) published by the ESFA.

Please note, students studying HNC/HND courses or any other HE designated courses are not eligible for ALL support in respect of these courses.

In terms of course duration, the maximum time periods where a fee loan can be paid before a student enters repayment are determined by the type of further education course:

- AS Levels: 2 years
- A Levels: 2 years
- Access to HE Diploma: 2 years
- Any other type of FE course: 3 years

The minimum duration period for a Learning Aim is two weeks, ensuring that all students meet the initial two week liability period.

The maximum time periods will be used by SLC to establish the student's SRDD. Even though the SRDD is based upon a Learning Aim's maximum time period, all student's (regardless of when they apply) and Learning Providers must confirm the Learning Aim start and end date to SLC. These dates must be within the maximum time period of that type of Learning Aim.

When a student advises SLC of an end date that is outside the maximum time period, the end date will automatically be defaulted to the maximum time period. Therefore, all payments will be made within the maximum time period. The student and Learning Provider will need to agree how the student can continue with their studies.

The student and the Learning Provider will have flexibility to amend a student's start and end date on a Learning Aim. For instance:

- When the start or end dates are amended prior to any attendance confirmations being made, all payments will be re-profiled to reflect the revised dates.
- When the end date is amended after an attendance confirmation, all future payments will be re-profiled to reflect the revised dates.
- When an FE student is studying beyond their Learning Aim's maximum time period, an agreement must be made with their Learning Provider on how they can continue with their studies. This may result in a student continuing to study when they are in repayment.

For example:

Matthew changes his Learning Aim end date to complete the Learning Aim within a longer time period. The revised date is beyond the maximum time period for that type of Learning Aim. Once all scheduled payments have been made, Matthew reaches an agreement with his Learning Provider on how he can continue with his studies. Matthew will enter repayment and will only start paying back his ALL once he is earning above £27,295 per annum (as at 2022/23 tax year). Matthew's SRDD will remain set at maximum time period for his type of Learning Aim.

5.2 A Level(s) (AS, or A Levels)

Students who wish to undertake a full A Level can still study an A Level in 2 parts (AS Level followed by the corresponding A Level). Where a student applies for a loan for an A Level after sitting the AS Level in the corresponding subject, the provider must reduce the fee for the A Level to take into account the prior learning completed for the AS Level Learning Aim.

A student must submit one loan application for each A Level component. These applications can be made at the same time or one after the other, breaks in learning should be kept to a minimum. An AS/A Level learner can apply for:

- A maximum of eight fee loans for a programme of A Level study (note that the maximum of eight fee loans in respect of a programme of A Level study is equivalent to one fee loan from the student's overall entitlement of four ALLs).
- A maximum of four AS Level courses.
- A maximum of four A Level courses.
- AS and A Level courses in a maximum of four subjects*.

*If a student enrolls on a combination of A Level and AS Learning Aims they will be able to apply for loans to undertake up to four full A Levels, subject to the overall limits for each Learning Aim type (see Annex A).

5.3 Eligible FE Providers

ALL will be available for eligible Learning Aims provided by FE Providers in England providing that:

- the institution providing the course receives public funds for a course defined in Regulation 4(1)
- the further education course is publicly funded and
- the institution providing the course is situated in England

5.4 Intensity

There is no distinction between full-time and part-time learning in FE loan funding. Therefore, ALLs are available to eligible students regardless of their intensity of study, but are paid over a maximum of three years (see Section 5.1).

5.5 Distance Learning

ALLs are available for distance learning courses, i.e. courses that are delivered outside the classrooms/campuses of the provider's hub and bespoke locations. However, the course must be provided by a learning provider within England.

6 Payment and Overpayment

Payments of ALL will be made in monthly instalments to the Learning Provider irrespective of the student's start or end dates.

No payments will be released until a valid NINO has been received and verified. Note that there are exceptions from this rule, for non-UK nationals who come to the UK for the purposes of study that are not currently issued a NINO by DWP. Where a student has already had their NINO verified as part of an earlier application, the NINO does not require to be verified again.

6.1 Amount of the loan

The amount of a fee loan in respect of a FE course must not exceed the lesser of –

- The maximum loan amount available in connection with that FE course determined in accordance with Schedule 3 (see Annex B) or
- The amount which the institution is charging the eligible student for the FE course

Each designated FE course will be assigned a funding rate that will be confirmed in the Learning Aims Reference Service (LARS). A course will be allocated the same funding rate regardless of whether it is funded by a fee loan, a grant, the student or any other method.

The ESFA may amend the funding rates annually ahead of each AY. They will not change the funding rate of a course once a student has applied for a fee loan, only future loan applications will be impacted by any changes.

Providers can charge a fee that is different from the amount confirmed in LARS. However, a student will only be eligible to receive a loan that is either the same or less than the funding amount in LARS, even when the institution is charging more. SFE will have access to LARS to validate funding rates of course amounts against loan amounts when assessing application. SFE will not make an assessment against the fee charged by the institution.

A fee loan must be for an amount no less than £300 (Regulation 17). SFE should reject a loan application if it is below this amount.

6.2 Confirmation of study

Payments will be released following receipt of confirmation from the learning provider that the student has been in attendance for two weeks. This will either be 14 days from the Learning Aim's start date (which must be received before midnight on the 13th day) or two weeks after the student has started their studies (when they start at a later date).

The Learning Provider must also confirm that the student remains enrolled and continues to attend at each quarter. The Learning Provider is also expected to confirm the non-attendance of a student. This can be confirmed either when a student leaves their Learning Aim prior to the initial liability point or if a student has never attended their studies. A confirmation of non-attendance will not release a payment, and may generate an overpayment.

6.3 Payment dates

Payments will be made in monthly instalments to the Learning Provider irrespective of the student's start or end dates. If a student leaves after that month's attendance then there is no recourse to reduce the liability for loan if they do not complete the month.

6.4 Overpayment of a loan

Any overpayment of a fee loan is recoverable from:

- The institute or
- The student in respect of whom the payment of the fee loan was made

An overpayment of a fee loan may be recovered from a student in whichever one or more of the following ways is considered appropriate with regards to the individual circumstances of the overpayment:

- By subtracting the overpayment from any amount of the fee loan which remains to be paid
- By requiring the student to repay the fee loan in accordance with Regulations made under Section 22 of the Teaching and Higher Education Act 1998 or
- By taking such other action for the recovery of an overpayment as is available to the Secretary of State

SFE is allowed some discretion in certain circumstances to recover the overpayment directly from the student through the normal ICR process.

Where a miscalculation by SFE results in overpayment, SFE should always carry out the re-assessment even when the overpayment has arisen from an internal error. The circumstances that caused the overpayment to arise should be taken into consideration when negotiating the most appropriate method of recovery where the student is unable to make repayment in full. SLC will consider the recovery of the overpaid amount on a case-by-case basis and in line with DfE guidance.

7 Changes of circumstances

7.1 Transfers

Students can transfer to another FE Learning Aim within the same learning provider and remain eligible for tuition fee loans where:

- The Learning Aim is at an equivalent level to the Learning Aim the student is currently undertaking and
- The period of eligibility has not terminated.

The student should notify SLC when they transfer to another Learning Aim as this may affect their eligibility and their loan payments amounts.

Where the student transfers to a different learning provider the student must withdraw from the current Learning Aim and make a new application.

When a student decides they want to change course type or level, the student must withdraw from the current Learning Aim and make a new application (even when the units already achieved are part of the rules of combination of the new course). This also applies where the student continues studying the same type of course at a different level.

Note, where a student transfers to a course at the same institution for which lower fees are payable, SLC will amend the fee on confirmation of a change of circumstance.

Where the student transfers to a different learning provider because the institution at which the student began the Learning Aim is no longer publicly funded this will not impact on their entitlement for funding. The student will be required to apply for an additional loan to complete their learning aim and their original loan will be managed separately.

7.2 Multi academic years

Students may transfer to a course which starts in a later AY quarter. However, the maximum funding available to the student will not increase. Any remaining payments due to be made will be aligned to the payment period dates for the new Learning Aim.

7.3 Change of course length

Students may transfer between Learning Aims of different lengths. The learning provider will assess the student's previous loan payments to identify any new funding amounts as the leaning aim transfer may also result in the student changing their loan amount. Payment profiling in future AYs of the Learning Aim will be amended where required to accommodate Learning Aim length changes.

7.4 Suspension / Resumption

If a student suspends study, payment dates are re-profiled to allow the student additional learning time. Payments are re-profiled based upon the number of months the student was suspended.

For example:

Laura requests a loan for £1000 and the Provider is scheduled to receive ten monthly payments of £100. She suspends in month five and resumes in month seven therefore her end date is extended by two months.

Henry requests a loan for £2400 and the Provider is scheduled to receive 24 monthly payments of £100 (this takes the student up to the maximum time period for his course). He suspends in month 20 and resumes in month 26 therefore his payments will be made beyond the maximum time period.

Note, if a student is suspended for an 18-month period, then their application will be automatically withdrawn (please note that the 18-month time period applies due to Covid – 19 and may revert back to the previous time period of 12 months on a future date, and this guidance will be updated accordingly).

7.5 Withdrawal and loan overpayment

When a student decides they do not want to continue with their studies, any future loan payments are stopped either when the student advises SLC of the withdrawal or when the learning provider has confirmed they are not resuming their studies. The student is responsible for the repayment of any loan payments made up to the student's last attendance confirmation. When appropriate the SRDD is brought forward.

When a student withdraws prior to attendance confirmations being made and their learning provider has confirmed they are not resuming their studies, the student will not go into repayment as the loan payments were never made.

A student will be liable for any payments for the months in attendance paid (even if in attendance for only one day).

In the event there is an ALL overpayment, the ALL is not recoverable from any other support types.

7.6 Provider Failure

Regulation 25 provides for cancellation of a student's loan liability where the course to which a fee loan relates is no longer available at the institution. The most common example of this will be "provider failure." Provider failure is generally understood to mean where a provider closes.

When provider failure occurs, and the student is no longer able to continue their course as originally intended due to the actions of the provider, the student may be eligible for full or partial loan liability cancellation.

If a learner is successful in having their loan liability cancelled in full under regulation 25, they are entitled to apply for a new loan for the purposes of completing an interrupted course after their education provider fails. Note, the new loan will not be included as part of the consideration of a learner's maximum entitlement of four loans.

For example:

Mhairi has applied for and received payments for four ALLs. In AY 21/22, whilst studying her fourth FE course, Mhairi's provider went into liquidation and she was unable to complete her course. Mhairi subsequently enrolled with another provider for AY 22/23 to complete her FE course. Mhairi's fourth and final loan of her maximum entitlement is deemed eligible for cancellation in full under regulation 25. Thus, regulations allow Mhairi to apply for a further loan to study again in AY 22/23.

7.7 SRDD change for ALL borrowers affected by Provider Failure

Regulation 25:

ALL borrowers affected by provider failure/contract termination who choose to complete their study at another provider are considered to be completing one period of study i.e. one Learning Aim.

As these students are considered to be completing a single Learning Aim, the student's SRDD for the aggregated period of study across both education providers represent the SRDD applicable to the end date of the second course (i.e. the end date of the course at the provider that the student chooses to complete the learning aim). This ensures that borrowers are not required to make repayments while still completing their Learning Aim.

For Example:

Ryilee started her learning aim in September 2021, her provider failed shortly after she started her course meaning that Ryilee could not complete her studies and she was

withdrawn from her learning aim. In July 2022 Ryilee starts a similar course at a new provider to complete the learning aim that she started in September 2021. Rylie’s new course is considered to represent a continuation of the learning aim that she started in September 2021. Rylie will complete her learning aim in December 2022 and her loan balance will have a SRDD of 6 April 2023 in line with the course end date of her aggregated period of study. Rylie **does not** have a separate SRDD that applies only in relation to the end date of the element of the learning aim studied at the failed provider.

8 Cancellation Policy

SLC may cancel ALLs for customers from all domiciles in the event of the following occurrences: death, permanent disability (leading to a student being permanently unfit for work), certain forms of bankruptcy and various age and time period cancellation rules, or where the criteria is met under Regulation 25).

8.1 Access to HE cancellation

Additionally, Regulation 19(3)(f) of the Education (Student Loans) (Repayment) Regulations 2009 (as amended) allows for eligible students, awarded Plan 2 loans, to cancel the amount of outstanding balance on a ‘QAA Access to HE Diploma’ loan. Students who have completed an Access to HE Diploma and progressed to complete an SFE-funded, designated HE Qualification may have the QAA Access to HE Diploma loan cancelled. ‘Designated’ courses here refers to a course designated by or under the Education (Student Support) Regulations 2011 (as amended).

8.2 Eligibility for cancellation policy

To be eligible for a “QAA Access to HE Diploma” loan cancellation, a student must:

- Have taken out an ALL for a “QAA Access to HE Diploma” course that they completed²
- Not have any outstanding loan accounts with arrears or charges (once the arrears are cleared, the student can be made eligible)
- Be eligible to apply for tuition fee support towards an SFE funded course of HE on the first day of the first AY of their HE course. They do not need to take out further SFE funding available. The only exception is students who were not eligible for SFE support due to previous HE study /having already having achieved an equivalent or higher level qualification, they will also be eligible for the cancellation.

² As long as a learner completed one “QAA Access to HE diploma” course, they will be entitled for any loans for incomplete “QAA Access to HE Diplomas” to also be written off. This includes the write off of any loans for incomplete “QAA Access to HE Diplomas” courses the learner withdrew from (for example a learner could withdraw from two “QAA Access to HE Diplomas” due to CPR).

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- Have completed a designated HE qualification that was eligible for SFE funding. It should be noted that:
 - All courses designated by or under the Education (Student Support) Regulations 2011 (as amended) for SFE funding are in scope, this includes HNCs, HNDs, Foundation Degrees, NHS funded courses and the HE element of a Higher Apprenticeship, and postgraduate healthcare courses.
 - There does not need to be a relationship between the “QAA Access to HE Diploma” course and the HE qualification.
 - A student will still be eligible for a cancellation if they self-funded their HE qualification, as long as they were eligible for SFE funding and completed a HE course that was eligible for SFE funding. The only exception to the latter provision is students who were not eligible for SFE support due to previous HE study or already having achieved an ELQ, they will also be eligible for the cancellation.
 - A student’s entitlement to a cancellation will not be impacted if they suspend, repeat or transfer their HE qualification, only a withdrawal from their HE course will impact entitlement. Their entitlement may also be affected by the number of incomplete QAA Access to HE Diplomas and their circumstances (for example whether withdrawal was resulting from CPR).

8.3 Completion of “QAA Access to HE Diploma”

When a student completed their “QAA Access to HE Diploma” Learning Aim, they will follow the standard process and enter repayment. A student will not be required to provide evidence of completion for their “QAA Access to HE Diploma” unless self-funded. A student will be regarded as completing their Learning Aim when the following criteria is met.

- The final attendance confirmation has been made by the provider within the maximum duration period for a “QAA Access to HE Diploma” of two years. Although there will be circumstances when a student is continuing with their studies once all payments have been made within the maximum duration period.
- The “QAA Access to HE Diploma” does not have a status of withdrawn or suspended on their course end date. The learning provider must advise SLC when the student has withdrawn or been suspended from their Learning Aim.

Following their Learning Aim completion, deductions will be made from the student’s salary once they have passed their SRDD and they are earning over the repayment threshold (£27,295 as of 6 April 2022).

8.4 Completion of Study of HE qualification

Where a HE student who received SFE tuition fee support completed their HE qualification, SLC will identify whether the student had previously completed a “QAA Access to HE Diploma”. A student will not be required to provide evidence to confirm the completion of their HE qualification unless they were self-funded. Tuition Fee funded students have their attendance confirmed at three liability points during the AY. A student will be regarded as completing their HE course when they meet the following criteria:

- The final attendance confirmation within the final year has been made by the HE Provider.
- The student does not have a status of withdrawn or suspended on their course end date. The HEP must advise SLC when the student has withdrawn or has suspended from their Learning Aim.

SLC will proactively contact students who are eligible for a cancellation. This written communication will advise the student that their outstanding “QAA Access to HE Diploma” loan balance has been cancelled. This includes the cancellation of any loans for incomplete “QAA Access to HE Diplomas” courses the student withdrew from. No refunds shall be given for voluntary repayment.

8.5 Non-SFE tuition fee funded HE Students

To be eligible for an Access to HE Diploma cancellation, a HE student must be eligible to apply for SFE Tuition Fee support (and their qualification eligible for it). This includes students who were deemed ineligible for SFE Tuition Fee support for reasons relating to previous study calculation and ELQ rules. Students receiving other types of support may be eligible when ELQ and previous study rules are excluded. For instance:

- HE students who do not qualify for a SFE tuition fee loan due to having previous HE study and who do not hold an ELQ can receive the following products: Maintenance Loan, Adult Dependents’ Grant (ADG), Childcare Grant (CCG), Parents’ Learning Allowance (PLA) and Disabled Students’ Allowance (DSA) (where eligible).
- HE students who do not qualify for a SFE tuition fee loan due to already having achieved an ELQ can receive the following products: ADG, CCG, PLA and DSA (where eligible).

In addition, HE students may not be eligible for the SFE tuition fee loans. For example, when the Employer pays the student’s HE tuition fees. Therefore not all students who are eligible for the “QAA Access to HE Diploma” cancellation will have received a SFE Tuition Fee loan. For the purposes of this policy, these students will be referred to as “non-SFE tuition fee funded students”.

Non-SFE tuition fee funded students do not have their attendance confirmed at three separate liability points throughout the AY and the final attendance confirmation cannot be used as confirmation that a student has completed their HE course. Instead, where a non-SFE

tuition fee HE student has completed their HE qualification, SLC will identify whether the student had previously completed a “QAA Access to HE Diploma”. Non-SFE tuition fee HE students will be regarded as completing their HE course when a registration confirmation has been made by the HEP. A student will not be required to provide evidence of completion of their HE qualification. A non-SFE tuition fee HE student will be regarded as completing their HE course when they meet the following criteria:

- Their registration confirmation in the final year has been made by the HEP.
- Their account does not have a status of withdrawn or suspended on the course end date. Therefore the HEP must advise SLC when the student has withdrawn or suspended from their HE course.

SLC will include the non-SFE tuition fee funded students in the process of contacting students who are eligible for a cancellation. This communication will advise the student that their outstanding “QAA Access to HE Diploma” loan balance has been cancelled. This includes the cancelling of any loans for incomplete “QAA Access to HE Diplomas” courses the student withdrawn from. Following the cancellation, checks may be performed to confirm if the student completed their HE course. If SLC discover that the student did not complete their course, a cancellation reversal will be performed and a communication will be issued to the student to notify them of the reversal.

8.6 Part-time SFE tuition fee funded students

Students who are studying their HE course on a part-time basis can receive a part-time SFE tuition fee loan. Part-Time courses only receive one attendance confirmation at the first tuition fee liability point. A part-time HE funded student will be regarded as completing their HE course when they meet the following criteria:

- Their attendance confirmation in the final year has been made by the HEP.
- Their account does not have a status of withdrawn or suspended on the course end date. Therefore the HEP must advise SLC when the student has withdrawn or suspended from their course.

SLC will include the part-time SFE Tuition Fee funded students in the process of contacting students who are eligible for cancellation. This communication will advise the student that their outstanding “QAA Access to HE Diploma” loan balance has been cancelled. This includes the cancellation of any loans for incomplete “QAA Access to HE Diplomas” courses the student withdrew from. Following the cancellation, checks may be performed to confirm if the student completed their HE course. If SLC discover that the student did not complete their course, a cancellation reversal will be performed and a communication will be issued to the student to notify them of the reversal.

8.7 Students on placements or studying overseas

There may be instances where students in their final HE year are either on a placement or studying overseas at the start of the AY. These students will not receive a registration confirmation, however a code is captured within SLC's system to indicate that maintenance payments have been released. Students on placements or studying overseas will be regarded as completing their HE course when they meet the following criteria:

- Their maintenance payments have been made
- Their account does not have a status of withdrawn or suspended on the course end date. Therefore the HEP must advise SLC when the student has withdrawn or suspended from their HE course

The SLC will include the students on placements or studying overseas in the process of contacting students who are eligible for a cancellation. This communication will advise the student that their outstanding "QAA Access to HE Diploma" loan balance has been cancelled. This includes the cancellation of any loans for incomplete "QAA Access to HE Diplomas" the student withdrew from. Following the cancellation, checks may be performed to confirm if the student completed their HE course. If SLC discover that the student did not complete their course, a cancellation reversal will be performed and a communication will be issued to the student to notify them of the reversal.

8.8 Self-Funded HE Qualifications

Students who self-funded their HE qualification are still entitled to a cancellation. To be eligible, a self-funded HE student must have completed a HE qualification that was eligible for SFE funding and meet the eligibility criteria for SFE HE tuition fee funding on the first day of the first AY of their HE course.

Self-funded HE students are not on SLC's HE systems, so there will not be an automatic process, and cancellations will be promoted to these students via external guidance. Students will be required to provide evidence of SFE HE eligibility (based on the policy rules on the first day of the first AY of their HE course). HEPs will be required to confirm that the student completed their HE course (suitable evidence items will be agreed with the HEPs). If the student is eligible for the cancellation, it will be backdated to the course end date.

Self-funded students will be issued with a communication advising if they were eligible or ineligible for the cancellation.

8.9 Outstanding Balance

Only the outstanding ALL balance at the HE course end date will be cancelled. Therefore, any repayments including those voluntarily made prior to this date will not be refunded. Students in the following circumstances may have already paid back some of their ALL:

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- students who are earning above the current Plan 2 repayment threshold of £27,295 (2022-23)
 - students who leave a gap between completing their “QAA Access to HE Diploma” and commencing their HE course
 - students who study their HE course on a part-time basis
 - students who transferred their HE course
 - students who repeated a year of their HE course
 - students who have made voluntarily repayments against their loan balance

In the scenario where a student who is eligible for the cancellation makes repayments on an ICR loan on or after their course completion date, these repayments will be refunded or reallocated to any other Plan 2 accounts:

- if the student has other Plan 2 accounts the repayments made on or after the course end date will be allocated to these accounts. SLC are not required to notify the customer or offer a refund prior to moving the credit balance to the debit balance to another Plan 2 account
- if the student only has an Access to HE Diploma course loan account a refund will be given

9 Annexes

9.1 Annex A: Maximum loan Amounts

A Level course previously funded by FE loan Started prior to 01/08/2015	A Level course on new FE loan application Started on or after 01/08/2015	A Level course on new FE loan application	Total number of potential A Levels	Total Number of loans	Eligible or Ineligible	Reason for eligibility outcome
						Subjects are irrelevant to SLC. SLC will not check the Learning Aim subjects as this will be the responsibility of the Learning Provider prior to application.
AS AS AS AS	A Level A Level A Level A Level		4	8	Eligible for 4 AS and 4 A Levels	Can get loans for 4 A Levels if corresponding subject to AS.
A2 A2 A2 A2 (assume student has studied 4 ASs before A2s)	AS AS AS AS		8	4	Eligible for 4 A2's only	4 A2s will help the student achieve 4 A Levels. If they studied another 4 AS's this would mean the student could achieve a potential 8 full A Levels.
A Level A Level A Level A Level	A Level		5	4	Eligible for 4 A Levels only	Eligible for 4 A Levels, cannot get funding for more than 4 A Levels.

A Level A Level A Level	AS	A Level	4	5	Eligible for 3 A Levels, AS and A Level	Eligible for 3 A Levels, then AS and further A Level if A Level is in corresponding subject.
A Level A Level	AS AS	A Level A Level	4	6	Eligible for 2 A Levels, the 2 AS & 2 A Levels)	Eligible for 2 A Levels, then 2 AS and a further 2 A Levels in corresponding subjects.
A Level A Level	AS AS AS	A Level A Level	5	6	Eligible for A Levels and 2 AS then 2 A Levels	Eligible for 2 A Levels, then 2 AS and 2 corresponding A Levels. Not eligible for 3 rd AS as that would mean the student could achieve a potential 5 A Levels.

9.2 Annex B: Determination of maximum loan amounts

Table 1: Maximum loan amounts for a further education course (other than a specialist dance and drama diploma)

GLH/TQT or type of qualification	Qualification size in credits	Maximum loan amount according to programme weighting				
45 to 68	6 to 8	£300	£336	£390	£480	£516
69 to 92	9 to 11	£450	£504	£585	£720	£774
93 to 100	12	£600	£672	£780	£960	£1,032
101 to 196	13 to 24	£724	£811	£941	£1,159	£1,246
197 to 292	25 to 36	£1,265	£1,417	£1,645	£2,025	£2,176
293 to 388	37 to 48	£1,987	£2,225	£2,583	£3,179	£3,417
389 to 580	49 to 72	£2,573	£2,882	£3,345	£4,117	£4,425

581 to 1,060	73 to 132	£4,170	£4,670	£5,421	£6,671	£7,172
1,061 or more	133 or more	£6,602	£7,395	£8,583	£10,564	£11,356

1) Notes to Table 1

-In order to determine the maximum loan amount, the GLH/TQT in the first column, or the qualification size in credits in the second column, is used in conjunction with the relevant sub-column in the third column. The relevant sub-column in the third column is determined by reference to the programme weighting in the second column of table 4.

-The “qualification size in credits” set out in the second column was used to designate further education courses in the period beginning on 1 August 2015 and ending on 31 July 2016 and to set their maximum amounts, which continue to apply to these further education courses.

Table 2: Maximum loan amount for a GCE AS – level, GCE A – level and Access to HE Diploma

Type of qualification	Maximum loan amount according to programme weighting				
	A-Base	B-Low	C-Medium	D-High	E-Specialist
GCE AS-level	£724	£811	£941	£1,159	N/A
GCE A-level	£1,987	£2,225	£2,583	£3,179	N/A
Access to HE Diploma	£3,022	£3,384	£3,928	£4,835	£5,197

1) Notes to Table 2

-In order to determine the maximum loan amount, the type of qualification is used in conjunction with the relevant sub-column in the second column. The relevant sub-column is determined by reference to the programme weighting in the second column of table 4.

Table 3: Maximum loan amount for a specialist dance and drama diploma

Learning Reference	Aim	Qualification	Maximum Loan Amount
60009457		Diploma in Professional Acting	£7,395
60009470		Diploma in Professional Dance	£14,790
60009482		Diploma in Professional Musical Theatre	£22,185
60009731		Diploma in Professional Dance	£22,185

60009743	Diploma in Professional Acting	£22,185
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Table 4: Sector subject areas by programme weighting

Sector subject area	Programme weighting
1 Health, public services and care	B-Low
1.1 Medicine and dentistry	B-Low
1.2 Nursing and subjects and vocations allied to medicine	B-Low
1.3 Health and Social Care	B-Low
1.4 Public services	A-Base
1.5 Child development and well being	B-Low
2 Science and mathematics	A-Base
2.1 Science	B-Low
2.2 Mathematics and statistics	A-Base
3. Agriculture, horticulture and animal care	B-Low
3.1 Agriculture	E-Specialist
3.2 Horticulture and forestry	E-Specialist
3.3 Animal care and veterinary science	E-Specialist
3.4 Environmental conservation	B-Low
4 Engineering and manufacturing technologies	C-Medium
4.1 Engineering	C-Medium
4.2 Manufacturing technologies	C-Medium

4.3 Transportation operations and maintenance	C-Medium
5 Construction, planning and the built environment	C-Medium
5.1 Architecture	C-Medium
5.2 Building and construction	C-Medium
5.3 Urban, rural and regional planning	C-Medium
6 Information and communication technology	A-Base
6.1 ICT practitioners	C-Medium
6.2 ICT for users	B-Low
7 Retail and commercial enterprise	A-Base
7.1 Retailing and wholesaling	A-Base
7.2 Warehousing and distribution	A-Base
7.3 Service enterprises	B-Low
7.4 Hospitality and catering	C-Medium
8 Leisure, travel and tourism	A-Base
8.1 Sport, leisure and recreation	B-Low
8.2 Travel and tourism	A-Base
9 Arts, media and publishing	A-Base
9.1 Performing arts	B-Low
9.2 Crafts, creative arts and design	C-Medium
9.3 Media and communication	B-Low
9.4 Publishing and information services	A-Base

10 History, philosophy and theology	A-Base
10.1 History	A-Base
10.2 Archaeology and archaeological sciences	B-Low
10.3 Philosophy	A-Base
10.4 Theology and religious studies	A-Base
11 Social Sciences	A-Base
11.1 Geography	B-Low
11.2 Sociology and social policy	A-Base
11.3 Politics	A-Base
11.4 Economics	A-Base
11.5 Anthropology	A-Base
12 Languages, literature and culture	A-Base
12.1 Languages, literature and culture of the British Isles	A-Base
12.2 Other languages, literature and culture	A-Base
12.3 Linguistics	A-Base
13 Education and training	B-Low
13.1 Teaching and lecturing	B-Low
13.2 Direct learning support	B-Low
14 Preparation for life and work	A-Base
14.1 Foundations for learning and life	A-Base
14.2 Preparation for work	A-Base

15 Business, administration and law	A-Base
15.1 Accounting and finance	A-Base
15.2 Administration	A-Base
15.3 Business management	A-Base
15.4 Marketing and sales	A-Base
15.5 Law and Legal Services	A-Base

9.3 Annex C: Update log

Date	Updates
25/04/2022	Version 0.1 circulated for internal review.
09/05/2022	Version 1.0 sent to DfE for review following updates from internal review.
20/05/2022	Version 1.0 issued for publication.
20/05/2022	Version 1.0 sent to DfE for further review.
27/05/2022	Version 2.0 issued for publication.