

# Change of Circumstances and Overpayments Policy Guidance

**Higher Education Student Finance in Wales**

**2016/17 Academic Year – version 0.1**

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References to “the Regulations” are to The Education (Student Support) (Wales) Regulations 2015 as amended by The Education (Student Support) (Wales) (Amendment) Regulations 2015 and The Education (Student Support) (Wales) (Amendment) Regulations 2016.

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## INTRODUCTION

1. This chapter provides policy guidance to Student Finance Wales (SFW) on how to deal with changes in the circumstances of a student that may have an impact on their entitlement to support, and on the recovery of overpayments of grants and loans from students who have received support under the Regulations .

This chapter deals with the following subjects:

- students who have withdrawn from their course;
- students who have suspended their study;
- resuming payment of support; and
- recovery of overpayments of loans and grants.

Policy guidance on previous study, including termination of eligibility and SFW discretion can be found in the 'Assessing Eligibility' chapter.

SFW should refer to the 'Assessing Eligibility' chapter for further policy guidance relating to students transferring courses. In all transfer cases, the written consent of the importing institution is required. Please see below for updated additional guidance on transfers.

An 'overpayment' occurs, for example, when a student's entitlement is reassessed, and the result of this reassessment is that the annual entitlement to support is reduced to an amount less than that which the student has already been paid, or it comes to light that a student has been paid more than they are entitled to.

## POLICY

### WITHDRAWALS

2. There are separate provisions in the Regulations that govern payment of fee support and living cost support where a student has withdrawn from the course. These are summarised below.

#### **Fees – Full-time**

The following paragraphs apply to all new system students\*, and also to students commencing full-time distance learning courses on or after 1 September 2012.

Additionally, there is a statutory requirement on HE Providers (HEPs) to notify the Welsh Government (in practice, SFW) of all case of withdrawals, suspensions and transfers at the first opportunity.

(\* 'New system students' means those who commenced a higher education course in 2006/07, 2007/08, 2008/09, 2009/10, 2010/11, 2011/12, 2012/13, 2013/14, 2014/15, 2015/16 or 2016/17.)

From academic year 2012/13 tuition support is paid to HEPs in 3 instalments. The first payment is made early in the AY with the subsequent payments made shortly after the start of each term. Prior to 1<sup>st</sup> September 2012, students become liable for the full tuition fee payment 3 months after the start of the AY. The students' liability for the fee extends at each liability date – becoming liable for the full amount if in attendance at the third and last liability date. This means that HEPs will have to confirm attendance to the Student Loans Company (SLC) at each of the 3 liability dates to receive payment of each instalment. This will affect withdrawals, suspensions and transfers for all 'new system' students.

The tuition payment is split into instalments of 25%, 25% and 50% of the total tuition charge for the academic year.

No payments of tuition fee loan or fee grant will be made unless the HEP confirms that the student is in attendance, i.e. if they withdraw before the course starts or never actually enrol. Only 25% of the tuition fee loan or fee grant is payable if the student withdraws during the 1st term, 50% if they withdraw during the 2nd term and the full 100% if they withdraw during the 3rd term.

Where a student withdraws from their course, the Welsh Government expects HEPs to charge students a fee amount which is no greater than the amount the student is liable to repay up to the date of withdrawal from the course. The HEP also has discretion to reduce the student's liability if it decides this is appropriate (e.g. compelling personal reasons).

New system students who commence their course on or after 1<sup>st</sup> September 2012 are entitled to apply for a tuition fee loan of up to £3,900 and a fee grant of up to £5,100 in AY 2016/17. Where a student withdraws during the academic year and the HEP reduces the fee charged to less than the amount already paid, SLC will claw back the difference, split proportionally between tuition fee loan and fee grant. For example:

**Student A** commences a designated full-time course at a publicly funded Welsh HEP, for which the tuition fee is £8,000. Student A requests the maximum tuition fee loan of £3,900 and is awarded a Fee Grant of £4,100.

Student A's attendance for the 1<sup>st</sup> term is confirmed and the first instalment of £2,000 (25% of £8,000) is paid as follows:

- TFL 1st instalment: £975 (25% of £3,900)
- FG 1st instalment: £1,025 (25% of £4,100)

Student A withdraws from the course before the start of the 2<sup>nd</sup> term. The HEP reduces Student A's fee liability to £500. SLC will claw back £1,500 of the fee that has been paid.

The claw back amount will be split in the proportions that the last termly payment was made in, i.e. 48.75% TFL  $((975 / 2000) \times 100)$  and 51.25% FG  $((1025 / 2000) \times 100)$ .

- Claw back of TFL =  $(48.75/100) \times £1,500 = £731.25$
- Clawback of FG =  $(51.25/100) \times £1,500 = £768.75$

£731.25 is clawed back from the tuition fee loan that has been paid for this AY, and £768.75 is clawed back from the fee grant.

The student's new liability or outstanding TFL is now £243.75  $((£975 - £731.25))$

### **Fees – Part-time**

Students who start a course on or after 1 September 2014 must be in attendance for two weeks in every academic year of the course before the HEP confirms attendance. Students are not liable for any tuition fee loan until attendance has been confirmed.

Part-time tuition fee loan will be paid to the HEP in three 'termly' instalments, the first following confirmation from the HEP that the student has attended / undertaken the course for two weeks, and following the second and third liability points. The HEP does not need to confirm continuing attendance at the second and third liability points; the second and third instalments will be made unless the HEP indicates that the student has withdrawn or suspended their studies before each liability point. The three liability points will be set as follows:

- The date two weeks after the student starts the course;
- The first day of the second term of the academic year;

- The first day of the third term of the academic year.

The three instalments of part-time tuition fee loan per academic year will be paid in proportions of 25% / 25% / 50%.

See section 17 below for information on tuition fee support payments after a transfer during the academic year.

Please note: Payment of part-time course grant will be paid in one instalment. (However, no payment of course grant can be released until the HEP has confirmed that the student has attended / undertaken the course for two weeks in every academic year if the student starts the course on or after 1 September 2014.)

For students on part-time courses that began before 1 September 2014 and remain on the 'Fee Grant package of support' the same applies. Their entitlement following a change of circumstances should be assessed as detailed in the specific guidance chapter for 'Part-time Students'.

The relevant date (three months from the beginning of the academic year) will be 1<sup>st</sup> December, 1<sup>st</sup> April, 1<sup>st</sup> July or 1<sup>st</sup> October, depending upon whether the academic year of the course in question begins on 1<sup>st</sup> September, 1<sup>st</sup> January, 1<sup>st</sup> April or 1<sup>st</sup> July respectively. Therefore, if a student has withdrawn from the course before the relevant date, and the institution has confirmed or agreed that the student will not be resuming the course later in that academic year, or at all, no grant or fee loan or fee contribution loan is payable for fees.

If, on the other hand, the student is in attendance on the relevant date but then withdraws later in the academic year, the grant for fees or fee loan or fee contribution loan is payable. The fact that the student may withdraw later in the year, or may indeed have withdrawn by the time that the fees are actually paid, does not affect their payment. The only circumstance where the fee payment is revisited is where there is a revised financial assessment (for example, where a provisional assessment is converted into a final assessment following receipt of accurate financial details) that affects the amount of grant for fees (known as fee remission grant) that an old system student is entitled to for that academic year.

## **GRANTS AND LOANS FOR LIVING COSTS (GENERAL)**

3.Regulation 68(b) defines a 'payment period' as a period in respect of which support is payable, or would have been payable if the student's period of eligibility had not terminated.

Where students withdraw part-way through a payment period, regulations 63(13) and 63(14) give SFW discretion to determine whether a payment of grant for living costs should be made in respect of the whole of that payment period or only for the portion of that period during which the student was undertaking the course.

Regulation 63 (10) provides that no grants for living and other costs are payable in respect of a payment period beginning after an eligible student's period of eligibility terminates. This covers cases where the student has withdrawn from, abandoned, or been expelled from their course: cases where students' eligibility has been terminated because they have shown by their conduct that they are unfit to receive support; and cases where students' eligibility has been terminated because they have failed to provide requested information or who have knowingly provided materially inaccurate information. SFW does not have discretion to determine otherwise in these circumstances. SFW's discretion is limited to the payment period during which the student withdraws from the course.

Regulation 66(4) provides that SFW must not pay the first instalment of a loan for living costs (or in cases where the support is not being paid in instalments, any payment of a loan) to an eligible student before the

institution has sent an attendance confirmation, unless an exception applies. Regulation 66 (5) provides that an exception applies if SFW determines that owing to exceptional circumstances it would be appropriate to make a payment without receiving an attendance confirmation.

Regulation 66(11) provides that no loans for living costs are payable in respect of any payment period beginning after an eligible student's period of eligibility terminates.

Maintenance support is available on a pro-rated daily basis to full-time students who have been in prison (whether on remand or otherwise) for part of the academic year.

No support should be paid in respect of time spent in prison, unless SFW consider it appropriate in all the circumstances (regulations 63(7) and 66(9)). SFW have the discretion whether to pay full or partial support, or none at all whilst a student is in prison during an academic year. SFW should use their discretion where the stopping or recovery of payments will cause financial hardship to the student and prevent them from continuing with their course. In order to determine if a student should receive grants and loans for living costs for periods spent in prison, SFW must have regard to the financial hardship not paying the support would cause and whether not paying the support would affect the student's ability to continue the course. They should therefore consider factors such as the student's ability to pay rent and other living expenses to enable them to continue with their course.

Please note: No maintenance or supplementary support is available for eligible prisoner students commencing a course on or after 1<sup>st</sup> September 2012. The only support available to these students is a tuition fee loan and fee grant. Please see the 'Assessing Eligibility' guidance document for full details on eligibility for this category of student.

### **Grants for living costs**

Maintenance grant, Special Support Grant (SSG), Adult Dependents' Grant (ADG) and Parents' Learning Allowance (PLA) are payable in respect of 365 days. Where a student withdraws from their course part-way through a payment period, a reassessment of these grants should normally be based on the number of days that the student was undertaking, or can be treated as undertaking, the course from the first day of the academic year to the date of withdrawal.

However, under regulations 63(13) and 63(14) SFW have discretion, taking into account the student's circumstances, to extend the student's eligibility in respect of grants for living and other costs to the end of the payment period in which the student leaves the course. All payments should cease from the time of withdrawal from the course or when students who have attended their course in the AY and then go into prison (see above). Any overpayments should be recovered from students for any time that they spend in prison.

#### **EXAMPLE:**

Student 'A' commences a higher education (HE) course with an academic year that starts on 1 September.

The student's PLA entitlement for a full year, after income assessment, is £900.

Student A leaves their course on 27 October.

SFW determines that PLA should not be paid beyond the date of withdrawal.

Therefore number of days for reassessment purposes = 57 (1 September – 27 October).

So, revised entitlement is as follows:

57

———— x £900 = £141

365

Disabled Students' Allowances (DSAs), Childcare Grant (CCG) and Travel Grant (TG) are based on a student's actual requirements. Where the student withdraws part-way through a payment period SFW have the discretion under regulations 63(13) and 63(14) to extend the student's eligibility in respect of grants for living and other costs to the end of the payment period. However, the very nature of the DSAs, CCG and TG are that they are based on a student's actual requirements in respect of expenditure incurred whilst undertaking the course. Therefore, the fact that support may be extended to the end of the payment period in which the student withdraws from the course does not necessarily mean that these three grants should continue to be paid.

Please note: No Disabled Students' Allowances (including DSAs for postgraduate courses) will be available for any prisoner (including an eligible prisoner) who starts a course on or after 1 September 2012. The responsibility to provide support for disabled prisoners lies with the Prison Service.

### Loans for living costs

Where a student withdraws at the end of a term, it will not be necessary for SFW to reassess the amount of loan payable if the loan amount was properly calculated. The system will calculate the student's revised loan entitlement on the basis of 33% of the assessed loan where the student leaves the course at the end of first term, 66% at the end second term and 100% if the student completed the full year. The loan will be recovered in the normal way through the income contingent repayment procedure. This applies to all students including those who cease to attend that course on commencement of a custodial sentence - all payments should cease from the date of withdrawal.

All payments should cease from the time of withdrawal from a course for students who have attended their course in the AY and then go into prison. Any overpayments should be recovered from students for any time that they spend in prison.

Loans for living costs should not be paid beyond the date of withdrawal. Where the withdrawal happens midway through a term, the system will reassess the loan entitlement. The revised loan entitlement is calculated using the method outlined in the worked example below.

SFW should manually override the system generated figures in the relevant fields when approving the student's revised loan entitlement. The revised loan entitlement should be calculated using the method outlined in the following worked example.

**Student B** commences a HE course with an academic year that starts on 1 September. There are 75 days in the first term. The student is eligible for the full 'elsewhere' rate of loan (£6,183).

Having received the instalment of loan payable in respect of the first payment period, Student B leaves the course on 3rd October (having attended for 33 days) and does not return.

Student B is only eligible for support for the number of days that the student was undertaking the course.

The student's revised entitlement is as follows:

Maximum loan: £6,183 (full 'elsewhere' rate)

Number of days attended in term:	33
Number of days in term:	75
Number of terms in academic year:	3

33

$$\frac{33}{75} \times £6,183 = £2,720.52 \div 3 = £906.84$$

75

#### REASSESSMENT OF A STUDENT'S LOAN ENTITLEMENT RESULTING IN AN UNDERPAYMENT

4. When a student withdraws from a course it is possible that they are entitled to a higher amount of loan than they have so far claimed (for example, because their original assessment, which was provisional, has now been finalised). Regulation 58(3) provides that where an eligible student has applied for a loan for living costs of less than the maximum amount to which the student is entitled in relation to the academic year, the student may apply to borrow an additional amount which, when added to the amount that the student has already applied for, does not exceed the relevant maximum loan amount.

##### EXAMPLE:

**Student C** begins a course in October 2016, having been assessed as entitled to £4,637 for the year (the 75% non-income assessed element of the £6,183 'elsewhere rate'), payable in three instalments of 33%, 33% & 34% or £1,530.21, £1,530.21 and £1,576.58

Student C then withdraws from the course in December of the same academic year. The student receives a revised support notification from SFW, showing the student's entitlement for the period up to withdrawal as £1,600.

As Student C only received £1,530.21 in October, the student may apply for the remaining £69.79, provided that the student does so not later than one month before the end of the academic year, or one month after the date on which the student receives the revised support notification, whichever is later.

#### EXTRA WEEKS LOAN

5. Where students have in an academic year attended their course for longer than 30 weeks and 3 days, they may be eligible for extra weeks loan. The amount of extra weeks loan is added to the main student loan and paid in three instalments of 33%, 33% and 34%. Students are only eligible for the extra weeks loan when they have attended for at least 30 weeks and 3 days.

If they have not attended for more than 30 weeks and 3 days a reassessment should be processed showing the amount of main student loan reassessed less any extra weeks loan.

##### EXAMPLE:

**Student D's** course has an academic year of 33 weeks.

Original assessment:

- Student loan: £6,183 (full 'elsewhere' rate)
- Extra weeks' loan: £279 (3 extra weeks @ £ 93 per week)



- Total loan for year: £6,462

Student D withdraws during the first quarter, therefore:

- Loan received in first quarter: £2,132.46 (33% of £6,462)
- Loan due on reassessment: £2,040.39 (33% of £6,183).

## THE HOUSEHOLD CONTRIBUTION TOWARDS FEES AND LIVING COSTS

6. In cases where the student's residual household income **includes the income of the student's parents**, the Regulations make no provision for the apportionment of an assessed student contribution except in a case where more than one member of a family is receiving support. In the case of someone who is the only student in the family and who leaves their course, the assessed household contribution is not altered as the parents' residual income has been included in the calculation of household income. The student's annual entitlement is calculated on the basis of the assessed household contribution for that year, and that entitlement is then reduced in accordance with the Regulations. The following example helps to illustrate this:

**Student E** is a new system student eligible for the 'elsewhere' rate of loan (£6,183). The student's residual household income is such that the contribution to loan for living costs is assessed as £300. The student is not eligible for any supplementary support products; therefore this is the only contribution that is applied. See the 'Assessing Financial Entitlement' chapter for more information on how contribution is calculated and offset against a student's support products.

As a new-system student this will offset against Student E's loan for living costs entitlement. Student E leaves the course at the end of the first term and does not return.

As a result, the student is only eligible for support in respect of the first quarter of the academic year. Revised entitlement will be as follows:

- 33% of full-year loan rate (£6,183) = £2,040.39
- £2,040.39 less the assessed household contribution to the loan (£300) gives a loan entitlement of £1,740.39

This same principle will apply where the household income includes the income of a spouse, civil partner or partner. It will also apply if more than one member of the household is an eligible student and a split contribution has been calculated. In a split contribution case the same procedure outlined in example E above should be followed but the "assessed household contribution" will be that proportion of the contribution which has been allocated to the student.

## SUSPENSIONS

### CIRCUMSTANCES WHEN A STUDENT MAY SUSPEND THEIR STUDIES

7. Some full-time students may have to interrupt their studies for a variety of reasons. These may include for example, illness, pregnancy, caring responsibilities, financial difficulties, bereavement or premature termination of a work placement. In some of these cases, when the student is ready to resume their studies, their institution may not allow them to do so immediately. The institution may often require the student to wait until the beginning of the next academic year, or require the student to resume their studies at some later point in the next academic year, for example at a point comparable to when the student had left the course in the previous academic year.

#### Suspensions – Fees

The following applies to all full-time students (all new system students\* including those beginning in 2016/17). The following paragraphs also apply to students commencing full-time distance learning courses on or after 1<sup>st</sup> September 2012 and part time students who commence a course on or after 1<sup>st</sup> September 2014.

(\*‘New system students’ means those who commenced a Higher education course in 2006/07, 2007/08, 2008/09, 2009/10, 2010/11, 2011/12, 2012/13, 2013/14 2014/15, 2015/16 or 2016/17)

If a student suspends their studies, the HEP must notify SLC as soon as reasonably possible before the next liability date. The following rules apply to tuition fee loan (TFL) and full-time fee grant (FG) payments where a student has suspended study.

A student who suspends their studies during one term and resumes their studies either before the start of the next term or during the next term will be liable for the tuition fee loan/fee grant instalment for both terms.

For example:

**Student F** starts a course on 1 September 2016 at an institution charging tuition fees of £9,000.

Student F’s attendance for the 1<sup>st</sup> term is confirmed and the first instalment of £2,250 (25% of £9,000) is paid as follows:

- TFL 1<sup>st</sup> instalment: £975 (25% of £3,900)
- FG 1<sup>st</sup> instalment: £1,275 (25% of £5,100)

The student suspends their studies on 1 November. The student resumes their studies after the 2<sup>nd</sup> liability point but before the 3<sup>rd</sup> liability point. The 2<sup>nd</sup> instalment of 25% is paid to the HEP in the same way. The 3<sup>rd</sup> payment of 50% will be paid in the same way if the student remains in attendance at the 3<sup>rd</sup> liability point.

A student who suspends their studies during the first term, remains suspended during the whole of the 2<sup>nd</sup> term and resumes their studies during the third term (on or after the 3<sup>rd</sup> liability date) will be liable for the first and third tuition payment instalments but not the second tuition payment instalment. For example:

**Student G** starts a course that is charging a fee of £9,000 on 1 September 2016. The first tuition payment (25% of the £9000 tuition charge for the academic year) is made to the HEP in the following way.

Student G’s attendance for the 1<sup>st</sup> term is confirmed and the first instalment of £2,250 (25% of £9,000) is paid as follows:

- TFL 1<sup>st</sup> instalment: £975 (25% of £3,900)
- FG 1<sup>st</sup> instalment: £1,275 (25% of £5,100)

The student suspends their studies on 1 November. The student resumes their studies after the 3<sup>rd</sup> liability point. The 2<sup>nd</sup> 25% tuition instalment will not be paid to the HEP. However the 3<sup>rd</sup> 50% tuition instalment is paid to the HEP in the following way.

- TFL 3<sup>rd</sup> instalment: £1,950 (50% of £3,900)
- FG 3<sup>rd</sup> instalment: £2,550 (50% of £5,100)

Where a student suspends their studies before a liability point and informs the HEP, but the HEP does not notify SLC of this suspension until after the liability point (giving the effective date of suspension as occurring before the liability point) the payment made should be clawed back from the HEP on receipt of the suspension notification. Please see the example student ‘A’ above on how tuition fee loan and fee grant is apportioned during claw back.

## REASSESSMENTS FOR STUDENTS WHO ARE ABSENT FROM THEIR COURSE

8. Regulations 63(16) and 66(12) relate to a relevant payment period during any part of which a student is absent from the course. Regulation 63(16) provides that no grants for living and other costs shall be payable during that period, unless SFW determines that, taking into account the circumstances of the individual case, part, or indeed all, of the grants otherwise due in respect of that period may be paid. Regulation 66 (12) makes similar provision for loans for living costs.

In the case of full-time undergraduates, regulation 63(18), in the case of grants for living and other costs, and 66(14), in the case of loans for living costs, allow for an automatic disregard of absence for 60 days if the student is ill. Such students are eligible for full support during this period. Institutions may also make payments from other funds during this period.

Regulations 63(16) and 66(12) respectively give SFW the discretion to determine that all or part of the grant or loan support due is payable where the student is absent from the course for reasons other than illness, or where the illness exceeds 60 days. Regulations 63(17) and 66(13) respectively provide that in deciding whether it would be appropriate to pay all or part of the grant or loan support, consideration should be given to:

- the reasons for the student's absence;
- the length of the absence; and
- the financial hardship caused by not paying all or part of the support.

If the student is in prison then no further support should be paid for that time. SFW will have the discretion to determine whether to pay full or partial support, or none at all whilst a student is in prison in an AY. They need to consider what is appropriate having taken all the circumstances into account. SFW should use their discretion where stopping or recovering payments will cause financial hardship to students and prevent them from continuing with their course. In order to determine if a student should receive grants and loans for living costs for periods spent in prison during the AY, SFW need to consider factors such as a student's ability to pay rent and other living expenses to enable them to continue with their course. It is expected that exercising the discretion would be appropriate when a student spends a very short time in prison.

In these circumstances, HEPs also have discretion to make payments from their own discretionary welfare funds, provided that SFW has determined that the student has not abandoned, withdrawn from or been expelled from the course.

## EXTENDING STUDENT SUPPORT TO STUDENTS WHO SUSPEND THEIR STUDIES

9. The lack of financial support has often led to financial hardship and to some students withdrawing from their courses. Clearly, it is not in the public interest for students to withdraw from their courses in these circumstances, given that any expenditure on their tuition fee and living costs support would therefore have effectively been wasted. This is not in the interests of either the student or the taxpayer. It is important that SFW use the discretionary powers available to them to avoid students having to drop out due to financial pressures.

SFW should be aware that their discretionary power to determine that part or all of the student support is payable can be exercised in circumstances other than illness. The list of circumstances in section 7 is not exhaustive. SFW should be particularly sympathetic towards those students who have dependants.

In deciding on the exercise of their discretion, SFW should consider each case on its own merits. SFW must consider the reasons for the absence, the length of the absence and the financial hardship not paying the

support would cause. They should also consider any other relevant circumstances such as the prospect of the student returning to the course. SFW should also take account of how the institution treats the student's absence, particularly if the institution has given the student permission to be absent, and on what terms.

#### MONITORING OF SFW DISCRETION

**10.** Welsh Government officials may occasionally contact SFW for information on the number of students notified as being absent or suspended from their course, the number of determinations made, and the circumstances in which such determinations are made. It is good practice, therefore, that SFW maintain a record of such determinations.

#### STUDENTS WITHOUT FINANCIAL SUPPORT

**11.** Although Jobseeker's Allowance (JSA) / Universal Credit (UC) may be available to students who are waiting to resume their studies following a period of suspension due to illness or caring duties, there are other students who do not qualify for JSA/UC and may be left without any source of financial support. These may include:

- students waiting to rejoin their course after the expiry of one year since suspension;
- sick students waiting 28 weeks to receive Income Support; and
- students deemed unavailable for work and not entitled to JSA/UC because they are doing significant amounts of study in preparation for their return to their course.

#### BENEFIT PROVISION FOR STUDENTS WHO HAVE SUSPENDED THEIR STUDIES

**12.** Full-time students who have suspended their studies due to illness or caring responsibilities and who are required to wait until their institution allows them to rejoin their course may claim JSA and Housing/Council Tax Benefit or UC from when they recover from illness or the caring duties end, until the day before they rejoin their course, but not exceeding one year.

JSA is not payable to students who are entitled to a student loan. However, JSA can be paid subject to the student satisfying the normal criteria for receipt of that benefit. JSA is payable up until the day before the student rejoins their course but not exceeding one year.

Students who have suspended their studies may not be eligible for payments from their HEP's hardship (or equivalent) fund while in receipt of JSA. Students should contact their HEP for information and advice.

#### STUDENTS WHO REMAIN ILL

**13.** Those students who remain ill for more than a continuous period of 28 weeks become eligible at that stage to receive Income Support and Housing Benefit, provided that they have submitted satisfactory evidence to Jobcentre Plus and their local authority.

#### PROCEDURES FOR SUSPENDING STUDY

**14.** Although SFW has the discretion to determine continuation of student support, HEPs and students themselves have an important role in this process. It is essential that there is prompt interaction between the student and the institution, and that institutions promptly notify SFW when students temporarily suspend, or indeed withdraw from their courses. This will enable SFW to make the decision efficiently.

Students should, in the first instance and at the earliest opportunity, contact their institution. The suspension process should involve the student receiving support and advice from a range of staff at the institution, particularly course tutors, welfare and financial advisers. Institutions should consider the reasons for

suspension and reach an agreement on the best course of action for the student, either withdrawal or suspension. The student and the HEP should agree the likely period of absence and then arrange to keep the position under review. The student should then ask the institution to complete the agreed 'Notice of Student Suspending Study' form, confirming that they are suspending their studies, giving the reasons for suspending and providing an agreed date of return.

It is the responsibility of institutions to notify the SFW as soon as it is agreed that the student will suspend study. The student should also be advised to approach SFW, requesting that they be assessed for continued support if required. Whenever possible a joint approach to SFW from the institution (supporting the case to extend student support) and the student is recommended. The process would enable SFW to make a timelier and better informed decision on whether to continue student support, and it would also reduce the possibility of confusion arising over whether a student has withdrawn from the course or has suspended their studies.

## STUDENTS SUSPENDING THEIR STUDIES AND RETURNING LATER IN THE SAME TERM

### Grants and loans for living costs

**15.** In accordance with regulations 63(16) and 66(12) no grants or loans for living costs will be payable during the period in which the absence falls, unless SFW decides that, in view of the circumstances underlining the absence, payment should be made either in full or in part. If the period of absence falls across two periods, then whether or not the student should receive support during either of those two periods will depend upon the extent of the absence in each period. If the absence covers more than half of one period, then the student might not receive support at all for that period. Again, SFW have the discretion to decide whether or not it would be appropriate to pay full or only partial support or none at all, in respect of either of those two periods. If a student spends any time in prison they are ineligible for any support whilst the student is in prison (whether on remand or otherwise) save that SFW have the discretion to determine whether to pay full or partial support, or none at all whilst a student is in prison in an AY. They need to consider what is appropriate in all the circumstances. SFW should consider using their discretion where stopping or recovering payments will cause financial hardship to students and prevent them from continuing with their course. In order to determine if a student should receive grants and loans for living costs for periods spent in prison during the AY, SFW need to consider factors such as a student's difficulty to pay rent and other living costs to enable them to continue with their course. It is expected that exercising the discretion would be appropriate when a student spends a very short time in prison.

Where the student is deemed to be eligible for support for only part of the academic year, the Regulations do not allow the assessed student contribution to be reduced.

## STUDENTS SUSPENDING THEIR STUDIES AND RETURNING LATER IN THE SAME ACADEMIC YEAR

### 16. EXAMPLE 1:

**Student H** is a new system student and begins the third year of the course in September 2016. However, the student suspends attendance in October, having attended for 45 days of the first term and having received payment of the instalment of maintenance loan due in respect of the first period. There are 75 days in the first term.

Student H is eligible for the £6,183 'elsewhere' rate of maintenance loan. As a new system student the household income is below the threshold where a contribution would be applicable.

However, instead of returning to the original course, Student H starts a new course in January 2017, the academic year of which runs from 1<sup>st</sup> January to 31<sup>st</sup> December.

STEP 1: SFW will need to action the case as a transfer.

#### **Original course**

Student H was in attendance on at the start of the first term but suspended before the start of the second term, he will not return to the original course. Therefore 25% of the fee is payable in respect of the original course.

SFW decides that **Student H** is eligible for maintenance loan support in respect of the 45 days during which the student attended the original course, and reassesses the loan support for the first quarter as £1,224.23.

SFW notifies the SLC of the revised entitlement for the original course.

#### **New course**

**Student H** starts the new course in January. As the academic year of the new course runs from January to December the student's maintenance loan entitlement for the first academic year of the new course will still be payable in three instalments, the first becoming due in the quarter beginning on 1<sup>st</sup> January. SFW should reassess as follows:

Student H is eligible for the £6,183 'elsewhere' rate of maintenance loan, with no household contribution applicable.

SFW would calculate maintenance loan entitlement as normal.

SLC will adjust payment accordingly, taking into account any overpayments from a previous assessment.

### **TRANSFERS – FEES – FULL-TIME**

**17.** Where a student transfers course and/or HEP after the start of the academic year, to a course with a different tuition charge, the total amount of tuition which can be paid out in the academic year will never exceed the highest tuition charge which the student has been subject to in that academic year.

Where students transfer courses between HEPs, it will be up to the HEPs to agree between them how to apportion the tuition fee for that term (but subject to the annual tuition fee that applied at the start of that term and the maximum tuition fee loan/fee grant instalment paid for that term). Any change in the annual tuition fee for the new course will only be applied at the start of the next term; the amount already paid for the term in which the student transfers will not be adjusted.

Where a student transfers course and HEP mid academic year, the HEP to which they transfer will only receive a percentage of the maximum tuition charge for that course. This will depend on when the student transfers. i.e if the student transfers after the start of term 1, the new HEP will only receive 75% of the tuition charge for the second course in the form of a loan/grant. If the student transfers after the start of term 2 the new HEP will only receive 50% of the tuition charge for the second course in the form of a loan/grant. If the student transfers after the start of term 3, the new HEP will not receive any further payment for tuition until the start of the following academic year.

Please see below for examples (fee loan and fee grant will be paid proportionally for 2012 students):

**Student I** is **continuing** on a course in that commenced in September 2011, for which the tuition charge is £3,465. Student I requests a tuition fee loan of £3,465. Student I's attendance for the 1<sup>st</sup> term is confirmed and the first instalment of **£866.25** (25% of £3,465) is paid.

Student I transfers during the 1<sup>st</sup> term to a new course at a different HEP, which also has an annual tuition charge of £3,465. The new HEP can charge 75% of the full academic year fee, i.e. £2,598.75 payable in a ratio of 33% / 67%. The new HEP cannot charge any further fee for the 1<sup>st</sup> term.

Student I's attendance is confirmed by the new HEP for the 2<sup>nd</sup> term and the second instalment of **£857.59** (33% of £2,598.75) is paid.

Student I's attendance is confirmed for the 3<sup>rd</sup> term and the third instalment of **£1,741.16** (67% of £2,598.75) is paid.

Total tuition support paid £3,465 (£866.25 to HEP 1 and £2,598.75 to HEP 2).

**Student J** commences a course in September 2014, for which the tuition fee is £9,000. Student J requests a tuition fee loan of £3,900 and is awarded a Fee Grant of £5,100. Student J's attendance for the 1<sup>st</sup> term is confirmed and the first instalment of **£2,250** (25% of £9,000) is paid as follows:

TFL 1<sup>st</sup> instalment: £975 (25% of £3,900)

FG 1<sup>st</sup> instalment: £1,275 (25% of £5,100)

Student J transfers during the 1<sup>st</sup> term to a new course at a different HEP, which has an annual tuition charge of £4,000. The new HEP can charge 75% of the full academic year fee, i.e. £3,000, payable in a ratio of 33% / 67%. The new HEP cannot charge any further fees for the 1<sup>st</sup> term.

The new fee of £3,000 comprises £2,925 TFL (75% of £3,900), with the difference of £75 paid in Fee Grant.

Student J's attendance is confirmed by the new HEP for the 2<sup>nd</sup> term and the second instalment of £990 (33% of £3,000) is paid as follows:

TFL 2<sup>nd</sup> instalment: £965.25 (33% of £2,925)

FG 2<sup>nd</sup> instalment: £24.75 (33% of £75)

Student J's attendance is confirmed for the 3<sup>rd</sup> term and the third instalment of £2,010 (67% of £3,000) is paid as follows:

TFL 3<sup>rd</sup> instalment: £1,959.75 (67% of £2,925, i.e. the remainder of TFL up to £3,900)

FG 3<sup>rd</sup> instalment: £50.25 (67% of £75, i.e. the balance of the 3<sup>rd</sup> instalment)

Total tuition support paid to HEP 1: **£2,250** (TFL: £975, FG: £1,275). Total paid to HEP 2: **£3,000** (TFL: £2925, FG: £75)

**Student K** commences a course in September 2016, for which the tuition fee is £6,000. Student L requests a tuition fee loan of £3,900 and is awarded a Fee Grant of £2,100. Student K's attendance for the 1<sup>st</sup> term is confirmed and the 1<sup>st</sup> instalment of **£1,500** (25% of £6,000) is paid as follows:

TFL: 1<sup>st</sup> instalment: £975 (25% of £3,900)

FG: 1<sup>st</sup> instalment: £525 (25% of £2,100)

Student K's attendance for the 2<sup>nd</sup> term is confirmed and the 2<sup>nd</sup> instalment of **£1,500** (25% of £6,000) is paid as follows:

TFL: 2<sup>nd</sup> instalment: £975 (25% of £3,900)

FG: 2<sup>nd</sup> instalment: £525 (25% of £2,100)

**Student K** transfers after the 2<sup>nd</sup> liability point (i.e. during the 2<sup>nd</sup> term) to a new course at a different HEP for which the full academic year fee is £6,000. The HEP can charge 50% of the full academic year fee, i.e. £3,000.

The new HEP cannot charge any further fee for the 2<sup>nd</sup> term.

Student K's attendance is confirmed by the new HEP for the 3<sup>rd</sup> term and the third instalment of £3,000 is paid as follows.

TFL: 3<sup>rd</sup> instalment £1,950 (50% of £3,900, i.e. the remainder of TFL entitlement)

FG: 3<sup>rd</sup> instalment £1,050 (balance of third instalment)

Total tuition support paid **£6,000** (TFL: £3,900, FG: £2,100)

**Student L** is continuing on a course in 2015/16 that commenced in September 2012, for which the tuition fee is £4,000. Student L requests a tuition fee loan of £3,900 and is awarded a Fee Grant of £100. Student L's attendance for the 1<sup>st</sup> term is confirmed and the 1<sup>st</sup> instalment of **£1,000** (25% of £4,000) is paid as follows:

TFL: 1<sup>st</sup> instalment: £975 (25% of £3,900)

FG: 1<sup>st</sup> instalment: £25 (25% of £100)

Student L's attendance for the 2<sup>nd</sup> term is confirmed and the 2<sup>nd</sup> instalment of **£1,000** (25% of £4,000) is paid as follows:

TFL: 2<sup>nd</sup> instalment: £975 (25% of £3,900)

FG: 2<sup>nd</sup> instalment: £25 (25% of £100)

Student L transfers after the 2<sup>nd</sup> liability point (i.e. during the 2<sup>nd</sup> term) to a new course at a different HEP for which the full academic year fee is £9,000. The HEP can charge 50% of the full academic year fee, i.e. £4,500.

The new HEP cannot charge any further fee for the 2<sup>nd</sup> term.

Student L's attendance is confirmed by the new HEP for the 3<sup>rd</sup> term and the third instalment of **£4,500** is paid as follows.

TFL: 3<sup>rd</sup> instalment £1,950 (50% of £3,900, i.e. the remainder of TFL entitlement)

FG: 3<sup>rd</sup> instalment £2,550 (balance of third instalment)

Total tuition support paid **£6,500** (TFL: £3,900, FG: £2,600)

**Student M** commences a course in September 2016, for which the tuition fee is £6,000. Student M requests a tuition fee loan of £3,810 and is awarded a Fee Grant of £2,190. Student M's attendance for the 1<sup>st</sup> term is confirmed and the 1<sup>st</sup> instalment of **£1,500** (25% of £6,000) is paid as follows:



TFL: 1<sup>st</sup> instalment: £975 (25% of £3,900)

FG: 1<sup>st</sup> instalment: £525 (25% of £2,100)

Student M's attendance for the 2<sup>nd</sup> term is confirmed and the 2<sup>nd</sup> instalment of **£1,500** (25% of £6,000) is paid as follows:

TFL: 2<sup>nd</sup> instalment: £975 (25% of £3,900)

FG: 2<sup>nd</sup> instalment: £525 (25% of £2,100)

Student M's attendance for the 3<sup>rd</sup> term is confirmed and the 3<sup>rd</sup> instalment of £3,000 (50% of £6,000) is paid as follows:

TFL: 3<sup>rd</sup> instalment £1,950 (50% of £3,900)

FG: 3<sup>rd</sup> instalment £1,050 (50% of £2,100)

Student M transfers after the 3<sup>rd</sup> liability point (i.e. during the 3<sup>rd</sup> term) to a new course at a different HEP for which the full academic year fee is £6,000.

The new HEP cannot charge any more fees for the 3<sup>rd</sup> term of this academic year.

Total tuition support paid **£6,000** (TFL: £3,900, FG: £2,100)

#### TRANSFERS AND WITHDRAWAL TO COURSES WITH A LATER ACADEMIC YEAR START DATE (INC COMPRESSED YEARS).

**18.** Students who transfer to a course with a later academic years start date (Inc compressed first year courses) will be entitled to the remainder of the support in respect of the academic year of the course from which the student has transferred (In line with the guidance above).

Students who withdraw from a course and go on to commence a course with a later academic years start date (including compressed first year courses) will be entitled to full year support for the new course.

For example:

##### Transfers

**Student A** commences a course in September 2016 and transfers to a course that starts in January 2 which lasts a full academic year. Only the support remaining in relation to the course the student transferred is payable (Regulation 8(3)).

**Student B** commences a course in October and transfers to a February start 'compressed year' course. Again, only the support remaining in relation to the course the student transferred is payable (Regulation 8(3)).

This means that only two terms worth of support for the second course is payable.

##### Withdrawals

**Student C** commences a course in September and withdraws shortly afterwards in October. Student C starts a subsequent course in the following January that lasts the full academic year. This should be treated as a new period of study, so full support for the whole academic year is payable.

**Student D** commences a course in September and withdraws shortly afterwards in October. Student D starts a 'compressed year' of a new course in the following January, that last the full AY. This should be treated as a new period of study so full support for the whole academic year is payable.

## TRANSFERS – FEES – PART-TIME

**19.** Where a student transfers course after the first liability point and before the second liability point in an academic year, payments will differ from the usual 25% / 50% ratio that would normally be used for the second and third instalments. For the course that the student has transferred to, a tuition fee loan of 75% of the full academic year fee charge will be available, split in a proportion of 33% / 67%. (Note that this applies even where the full academic year fee for the second course is the same as the full academic year fee for the first course). Using a 33% / 67% split for the second and third instalments, this gives a 25% / 24.75% / 50.25% tuition fee loan weighting split over the course of the academic year, i.e.:

- 25% of the full AY fee charged at the first liability point
- 24.75% of the full AY fee charged at the second liability point
- 50.25% of the full AY fee charged at the third liability point

e.g. **Student A** starts a part-time course at HEP A on 1 September. HEP A confirms the student's liability for term 1 and confirms the tuition fee for the academic year to be £2,500. Student X requests the maximum part time tuition fee loan of £2,500. The first instalment of tuition fee loan is paid to HEP A following the 1st liability point:

HEP A: 1st instalment £625 (25% of £2,500)

The student submits a transfer to HEP B during term 1. HEP B confirms the fee for the new course to be £1,968.75 (75% of the new full academic year fee of £2,625). The student has requested the maximum part time tuition fee loan available.

Payments are made as follows:

HEP B: 2nd instalment 33% of £1,968.75 = £649.69 (paid following 2<sup>nd</sup> liability date)

HEP B: 3rd instalment 67% of £1,968.75 = £1,319.06 (paid following 3<sup>rd</sup> liability date)

Total fee paid to HEP A: £625. Total fee paid to HEP B: £1,968.75

Total fee paid: £2,593.75

Where a student transfers course after the second liability point and before the third liability point, the second HEP can charge 50% of the full academic year fee (paid in one instalment following the third liability point).

## OVERPAYMENTS

**20.** In order to provide the maximum amount of flexibility, the Regulations allow for an overpayment of any **grant for living and other costs** to be recovered from any other grant that is payable to the student under regulations made under section 22 of the Teaching and Higher Education Act 1998 (regulation 67(9)). Furthermore, recovery is possible whether the student stays on the same course or changes course, irrespective of whether the course is full-time, part-time or postgraduate. The position on fee support is different as this is paid directly to institutions, and overpayments would be recovered directly from the institution concerned (regulation 67(1)).

The Regulations allow for an overpayment of **loan for living costs** to be recovered from any further loan for **living costs which is payable to** the student (regulation 67(11)). Where part or all of an overpayment of a loan for living costs is outstanding when the student leaves or completes his course, the method of recovery will depend on the circumstances in which the overpayment occurred.

## OVERPAYMENTS OF GRANTS FOR LIVING AND OTHER COSTS

**21.** Regulation 63(19) applies where the SLC has already paid out grants for living and other costs and then SFW reassesses the amount due.

If the amount of grant to be paid has increased, the SLC should process the reassessment through the single system as soon as possible. The student's instalments of grant for the year will be increased to reflect the increased entitlement to support.

If the reassessment results in a reduction in entitlement to grant, the amount overpaid will be normally recovered in full from the next instalment(s) of that grant or any other grants which remain to be paid within the current academic year.

The student will receive a payment schedule letter detailing the amounts to be recovered.

If there is still an amount outstanding after any remaining instalments of grant due in the current academic year have been reduced to zero, then that amount is to be recovered in accordance with regulation 67.

Regulation 67(9)(a) provides for an overpayment of grant for living and other costs to be subtracted from 'any kind of grant payable to the student from time to time pursuant to regulations made under section 22 of the Teaching and Higher Education Act 1998'. In other words, the overpayment may be recovered from a grant payable in respect of a later academic year of the current course, or in respect of a later course (irrespective of whether the later course is full-time, part-time or postgraduate).

Alternatively, under regulation 67(9) (b) SFW may recover an overpayment of a grant for living and other costs by taking such other action as is available. For example, where the student is no longer attending the course, the SLC may seek to recover the overpayment directly from the student, for example by initiating proceedings in the county court.

SFW is obliged by regulation 67(3) to recover overpayments of grants for living and other costs unless they consider that it is not appropriate to do so. They may, however, exercise discretion as to how and when to go about this.

### **Disabled Students' Allowances paid to third parties**

DSAs are generally paid direct to the suppliers of equipment or other support. It is an option for SFW to recover an overpayment of grants for living or other costs from DSA monies earmarked to pay a supplier.

For example, a student is assessed to be eligible for DSAs and equipment worth £3,500 is ordered from a supplier. It subsequently comes to light that there is an overpayment of grants for living and other costs of £1,000 outstanding from a previous course.

SFW has the option to recover the overpayment from the DSA monies earmarked to pay the supplier. This will mean, of course, that the student's remaining DSA is not enough to pay the supplier in full. The question then arises as to who is liable to pay the balance. Whether SFW is liable will depend on the facts of the particular case, and before seeking to recover an overpayment from DSA money earmarked to a supplier SFW should satisfy itself that it will not be liable to pay the supplier.

### **Equipment supplied before the student starts the course / delivered after the student has left the course**

A DSA needs assessment may be provided before a student has started their course to ensure that any equipment or other support that they need can be arranged and delivered for the beginning of term. In some cases it may be appropriate to supply DSA equipment early as well, for example where training in the use of the equipment is necessary before the student starts their course. However, if the student subsequently does not start the course, this may constitute an overpayment (see regulation 67(4) in the case of a full-time student, regulation 114(5) in the case of a part-time student or regulation 124(4) in the case of a postgraduate student).

Similarly, a student may start their course, then abandon it and then receive DSA payments or equipment after they have abandoned the course (possibly because SFW had not been notified that the student had left the course). This may constitute an overpayment (see Regulations 67(5)-(7) in the case of a full-time student, Regulations 114(7) - (10) in the case of a part-time student or Regulations 124(6)-(9) in the case of a postgraduate student).

SFW will be able to accept the return of the equipment, a monetary repayment or a combination of both. For example, where the student has received two items of equipment through the DSA, the value of the items is equal to the amount of the overpayment and it is possible to return one item to the supplier and secure a full refund but not possible to return the other item, the amount of the overpayment can be reduced by the amount refunded and paid to the SLC with the student still having to make up the difference if the remaining amount of the overpayment cannot be recovered from any other grant for living and other costs.

### **OVERPAYMENTS OF LOAN FOR LIVING COSTS OR EXTRA WEEKS LOAN**

**22.** Where a loan for living costs or extra weeks' loan has already been paid and SFW then reassesses the amount due and the amount of loan to be paid for living costs or extra weeks' loan has **increased**, SFW should process the reassessment through the single system as soon as possible. The student's instalments of loan for the year will be increased to reflect the increased entitlement to support.

Regulation 66(15) applies where a loan for living costs or extra weeks' loan has already been paid and SFW then reassesses the amount due.

If the reassessment results in a **reduction** in entitlement to loan for living costs or extra weeks loan, the amount overpaid will be recovered in full from the next instalment(s) of loan for living costs or extra weeks loan which remain to be paid within the current academic year.

If there still remains an amount outstanding, then it is to be recovered in accordance with Regulation 67.

The student will receive a payment schedule letter detailing the amounts to be recovered.

Regulation 67(10) provides that SFW may recover an overpayment of loan for living costs if:

- a. The overpayment is a result of a failure of the student to provide promptly information which might affect the student's eligibility for a loan, or the amount of loan for which the student is eligible; or
- b. Any information which the student has provided is inaccurate in a material particular;
- c. The student has failed to provide information which SFW considers to be material in the context of the recovery of the loan.

The method of recovery in these circumstances is either subtracting the amount of the overpayment from any loan for living costs payable to the student under regulations made under section 22 of the Teaching and Higher Education Act 1998 or such other action as is available.

Where the reason for the overpayment is not one listed in regulation 67, SFW may subtract the amount of the overpayment from any loan for living costs payable to the student under regulations made under section 22 of the Teaching and Higher Education Act 1998.

These methods for recovering an overpayment can be carried out before the income contingent repayment procedure begins whether the income contingent repayment procedure has commenced or not.

Where SFW decides to exercise these powers they must advise the SLC of the amount to be recovered by performing a reassessment. This will ensure that any overdue amount will be requested as soon as possible from the customer and that the appropriate recovery methods can commence.

### **Overpayments made as the result of an internal error**

The Regulations do not specifically cover circumstances where a miscalculation by the assessor results in a student receiving payment of a higher amount than the student is entitled to. However, regulation 67(2) provides that an eligible student must, if required by the Welsh Ministers repay any amount paid to the student under Part 5 or Part 6 of the Regulations which for whatever reason exceeds the amount of support to which the student is entitled under Part 5 or Part 6. And regulation 67(3) provides that the Welsh Ministers must recover an overpayment of any grant for living and other costs unless the Welsh Ministers considers it is not appropriate to do so.

The view of the Welsh Ministers, therefore, is that SFW should always carry out the re-assessment even when the overpayment has resulted from an internal error. SFW should advise SLC of the circumstance that caused the overpayment to arise to allow the SLC to negotiate the most appropriate method of recovery where the student is unable to make repayment in full. SLC will negotiate the recovery of the overpaid amount on a case by case basis. This is carried out by SLC in line with current guidelines to recover payments to which students are not entitled.

**ANNEX 1****REGULATION REFERENCE CHANGES BASED ON 2016 AMENDMENTS**

2015 Main Regulations	Amendment Regulations
Regulation 2 (Interpretation) paragraph 1 “End-on year” ;“Universal healthcare bursary”	Regulation 3  (a) (b)
Regulation 10 (Time limits) paragraph (2)(e)	Regulation 4
Regulation 12 (Requirement to enter into a contract for a loan)	Regulation 5
Regulation 28 (Grants for dependants – childcare grant) Paragraph 2 , Paragraph 3	Regulation 6  (1) (2)
Regulation 37 (Maintenance grant – new system eligible students who are not new cohort students)	Regulation 7
Regulation 67 (Overpayments)	Regulation 8
Regulation 85 (Overpayments)	Regulation 9
Regulation 88 (Designated part-time courses)	Regulation 10
Regulation 97 (Part-time childcare grant) Paragraph (2) Paragraph (3)	Regulation 11  (1)  (2)
Regulation 100 (Part-time grants for dependants – interpretation)	Regulation 12

Paragraph 1 Paragraph 5 Paragraph 6	(a), (b) and (c)(d)(e)
Regulation 114 (Overpayments)	Regulation 13
Regulation 124 (Overpayments)	Regulation 14
Please refer to the Schedule in the Amending Regulations	<p>Regulation 15 (Schedule)</p> <p>The Schedule to these Regulations has effect to substitute the figure in the third column of the table for the figure in the second column where it appears in the regulation of the 2015 Regulations set out in the first column.</p>