

Change of Circumstances (Including Overpayments)

Higher Education Student Finance in Wales

Academic Year 23/24 – Version 2.0

Summary

This section provides details of the rules governing financial entitlement assessments for the tuition fee and maintenance support package for students where a change of circumstance has taken place, namely a transfer, withdrawal or suspension.

Disclaimer

This guidance is designed to assist with the interpretation of the Student Support 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 regards to the contents and the Regulations remain the legal basis of the student support arrangements for the academic year (AY) 23/24. In the event of anomalies between this guidance and the Regulations, the Regulations prevail. Please note that the Regulations are subject to amendment.

This guidance is for Student Finance Wales (SFW) students only.

Regulation References

Since AY 18/19 there have been two sets of Regulations governing undergraduate student support in Wales. As these Regulations often have mirroring provisions, the regulation references throughout this guidance chapter are followed by either “(2017)” or “(2018)” to denote which set of Student Support Regulations is being referred to. “(2017)” denotes the The Education (Student Support) (Wales) Regulations 2017 (SI 2017/47) as amended and “(2018)” denotes the The Education (Student Support) (Wales) Regulations 2018 (SI 2018/191) as amended.

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Abbreviations

Abbreviation	Full
ADG	Adult Dependants' Grant
AY	Academic Year
CCG	Childcare Grant
CPR	Compelling Personal Reasons
DSA	Disabled Students' Allowance
FG	Fee Grant
FT	Full-time
HE	Higher Education
JSA	Jobseeker's Allowance
PG	Postgraduate
PLA	Parents' Learning Allowance
PT	Part-time
SFW	Student Finance Wales
SLC	Student Loans Company
SSG	Special Support Grant
TG	Travel Grant
TFL	Tuition Fee Loan
UG	Undergraduate
UC	Universal Credit
WGLG	Welsh Government Learning Grant

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1. Introduction

This chapter provides policy guidance to Student Finance Wales (SFW) on rules governing 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 Education (Student Support) (Wales) Regulations 2017 (as amended) or The Education (Student Support) (Wales) Regulations 2018 (as amended).

For information on changes of circumstance for postgraduate students, please see the 'AY 23/24 PG Masters' guidance or the 'AY 23/24 PG Doctoral' guidance.

This chapter provides guidance on 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

Since academic year (AY) 18/19 there have been two sets of Regulations governing student support in Wales:

- The Education (Student Support)(Wales) Regulations 2017 (SI 2017/47) as amended
- The Education (Student Support)(Wales) Regulations 2018 (SI 2018/191) as amended

As these Regulations often have mirroring provisions, the regulation references throughout this guidance are followed by either "(2017)" or "(2018)" to denote which set of Student Support Regulations the regulation is in reference to. The policy rules governing withdrawals, suspensions, resumptions, transfers and overpayments are similar for 2018 cohort and pre-2018 cohort students, however, any differences will be noted within the sections below. Further examples for pre-2018 cohort students can be found in the 'AY 17/18 Change of Circumstances' guidance chapter.

The following policy guidance can be found in the 'AY 23/24 Assessing Eligibility' guidance chapter:

- previous study, including termination of eligibility and SFW discretion
- transfers between courses

2. Definitions

Unless stated below these definitions are not defined in the Regulations, however, for the purposes of guidance they should be applied in the following circumstances.

Abandonment: Abandonment occurs where an eligible student has left their course in the current academic year or does not return to a later academic year (of a designated course and does not notify their HE provider or Student Loans Company (SLC). Abandonment is considered a termination of a student’s period of eligibility. If they return to study in the future, they will be considered a new student.

Academic Year: The academic year is defined in the Regulations as the period of twelve months beginning on 1 January, 1 April, 1 July or 1 September of the calendar year in which the academic year of the course in question begins, according to whether that academic year begins on or after 1 January and before 1 April, on or after 1 April and before 1 July, on or after 1 July and before 1 August or on or after 1 August and on or before 31 December, respectively:

Start date of AY for the purposes of the Regulations	Period within which AY begins
1 September	On or after 1 August but before 1 January
1 January	On or after 1 January but before 1 April
1 April	On or after 1 April but before 1 July
1 July	On or after 1 July but before 1 August

For the purposes of the Regulations, courses commencing on or after 1 August 2023 and on or before 31 July 2024 are considered to commence in AY 23/24, and students on these courses are assessed accordingly.

Attendance: Attendance on a course means active and ongoing engagement with the activities and learning opportunities made available by the HE provider within the course duration, including, but not limited to, scheduled learning and teaching activities.

Effective date: The effective date of a change of circumstance is the date on which the student’s status with the HE provider changes.

Payment period: The payment period is the period of time in respect of which student support is paid as long as the student remains an eligible student.

Resumption: Resumption occurs when an eligible student resumes attendance on a designated course they have previously suspended from, with the approval of their HE provider. A student can resume study at any time after they have suspended, i.e. within the same academic year or in a later academic year.

Suspension: A suspension occurs where an eligible student, with the agreement of their HE provider, ceases to attend a designated course, with the intention of returning to the same course at a later date (normally within the same academic year or within one academic year of ceasing to attend the course, although this could be longer). The student remains an eligible student during the period of the agreed absence for suspension purposes.

Transfer: A transfer occurs where an eligible student ceases to attend one designated course and starts to attend another designated course (or ceases to attend one designated part-time (PT) course and starts to attend another designated PT course), either at the same HE provider, or a different HE provider. In order to be considered a transfer, the student must agree the transfer to another course with the HE provider of the initial designated course and communicate the transfer to SLC.

Withdrawal: A withdrawal occurs where an eligible student, with the agreement of their HE provider, ceases study on a designated course with no intention of returning. A withdrawal is considered a termination of a student's period of eligibility. If they wish to return to study in the future, they will be considered a new student for the purposes of assessment of student support.

3. Withdrawals

There are separate provisions in The Education (Student Support) (Wales) Regulations 2017 (as amended) and The Education (Student Support) (Wales) Regulations 2018 (as amended) that govern payment of fee support and living costs support where a student has withdrawn from the course. These are summarised below.

Fees – Full-time (FT) pre-2018 cohort students

The following paragraphs apply to all FT pre-2018 cohort students*, and also to students commencing FT distance learning courses on or after 1 September 2012.

*'Pre-2018 cohort students' means those who commenced a higher education (HE) course between AY 06/07 and AY 17/18 inclusive.

There is a statutory requirement on HE providers to notify the Welsh Government (in practice, SFW) of all cases of withdrawals, suspensions and transfers at the first opportunity.

Tuition support is normally paid to HE providers in three instalments. The first payment is made early in the academic year with subsequent payments made shortly after the start of each term. The student's liability for the fee extends at each liability date, with the student becoming liable for the full amount if in attendance at the third and last liability date. This means that HE providers will have to confirm attendance to the SLC at each of the three liability dates to receive payment of each instalment. This will affect withdrawals, suspensions and transfers for all 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 (TFL) or fee grant (FG) will be made unless the HE provider confirms that the student is in attendance. If the student withdraws before the course starts or never actually enrolls, they are not entitled to a TFL or a FG. Only 25% of the TFL and/or FG 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 HE providers 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 HE provider also has discretion to reduce the student's liability if the HE provider decides this is appropriate (for example, due to compelling personal reasons (CPR)).

Pre-2018 cohort students who commence their course on or after 1 September 2012 can apply for the following in AY 23/24:

- a TFL of up to £4,785 and FG of up to £4,215 (studying at a Welsh HE provider), or
- a TFL up to £5,035 and FG of up to £4,215 (studying at a HE provider elsewhere in the UK).

Pre-2018 cohort students studying at a private provider can apply for a TFL up to £6,165.

Where a student withdraws during the academic year and the HE provider reduces the fee charged to less than the amount already paid, SLC will claw back the difference, split proportionally between TFL and FG. For example:

Florence commences a designated FT course at a publicly-funded Welsh HE provider, for which the tuition fee is £8,000. Florence requests the maximum TFL of £4,785 and is awarded a FG of £3,215.

Florence's attendance for the first term is confirmed and the first instalment of £2,000 (25% of £8,000) is paid as follows:

- TFL 1st instalment: £1,196.25 (25% of £4,785)
- FG 1st instalment: £803.75 (25% of £3,215)

Florence withdraws from the course before the start of the second term. The HE provider reduces Florence's fee liability to £500. SLC will claw back £1,500 of the fee funding that has been paid.

The clawback amount will be split in the proportions that the last term's payment was made in: 59.81% TFL $((1,196.25 / 2,000) \times 100)$ and 40.19% FG $((803.75 / 2,000) \times 100)$.

- Claw back of TFL = $(59.81/100) \times £1,500 = £897.15$

- Claw back of FG = $(40.19/100) \times £1,500 = £602.85$

The fee amount that Florence remains liable for is £500 (£299.10 TFL and £200.90 FG).

Fees – Full-time (FT) post-2018 cohort students

Eligible students starting a designated higher education course can apply for a TFL to cover the full tuition fee amount charged, where the fee is capped. No fee grant is available.

Tuition support is paid to HE providers in three instalments. The first payment is made early in the academic year with subsequent payments made shortly after the start of each term. The student's liability for the fee extends at each liability date, with the student becoming liable for the full amount if in attendance at the third and last liability date. HE providers will therefore have to confirm attendance to SLC at each of the three liability dates to receive payment of each instalment.

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

Arthur commences a designated FT course at a publicly-funded Welsh HE provider in September 2023, for which the tuition fee is £9,000. Arthur requests the maximum TFL of £9,000.

Arthur's attendance for the first term is confirmed and the first instalment of £2,250 (25% of £9,000) is paid as follows:

- TFL 1st instalment: £2,250 (25% of £9,000)

Arthur withdraws from the course before the start of the second term. The HE provider reduces Arthur's fee liability to £1,000. SLC will claw back £1,250 of the fee that has been paid.

Arthur's new liability or outstanding TFL is now £1,000.

Fees – Part-time (PT)

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 HE provider confirms attendance. Students are not liable for any TFL until attendance has been confirmed.

PTTFL will be paid to the HE provider in three instalments, the first following confirmation from the HE provider that the student has attended/ undertaken the course for two weeks, and the second and third following receipt of confirmation of attendance in respect of the second and third terms. The three liability points are set as follows:

- the date two weeks after the first day of the first term of the academic year
- the first day of the second term of the academic year
- the first day of the third term of the academic year

No further payments of PTTFL should be released after confirmation of withdrawal is received. If a PTTFL payment is released for a term in which the student did not attend, the payment will be clawed back from the HE provider. (This should not happen, given that a confirmation of attendance is required for each term of the course.)

The three instalments of PTTFL per academic year will be paid in proportions of 25%/ 25%/ 50%.

Please note: PT course grant (for continuing PT students who started before 1 September 2018) and PTFG (for continuing PT students who started before 1 September 2014) are paid in single instalments for the academic year. Entitlement to PT grants following a change of circumstances is assessed as detailed in the 'AY 23/24 Part-Time Students Support Wales' guidance.

Grants and loans for living costs (general)

Please see the 'AY 23/24 Assessing Financial Entitlement Wales' guidance for details on the grants and loans for living costs available.

A 'payment period' is defined 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 (regulations 63(b) (2017) and 95(9) (2018)).

Where a student withdraws part-way through a payment period, the Regulations provide 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 (regulations 58(13) and (14) (2017) and 95(4) (2018)).

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 (regulations 58(10) (2017) and 95(7) (2018)). This covers cases where the student has withdrawn from, abandoned, or been

expelled from their course and cases where the student's eligibility has been terminated because they have shown by their conduct that they are unfit to receive support or they have failed to provide requested information or 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.

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 HE provider has sent an attendance confirmation, unless an exception applies (regulations 61(4) (2017) and 87(1) (2018)). An exception applies if SFW determines that, owing to exceptional circumstances, it would be appropriate to make a payment without receiving an attendance confirmation (regulations 61(5) (2017) and 87 (2018)). For example, it may be appropriate to release a first payment instalment without receiving confirmation of attendance if the student is spending the academic year studying abroad and needs to travel on a date earlier than the date their term would ordinarily start at their own HE provider.

No loans for living costs are payable in respect of any payment period beginning after an eligible student's period of eligibility terminates (regulations 61(3) (2017) and 95(1) (2018)).

Where a FT student has been in prison (whether on remand or sentenced) for part of the academic year, maintenance support (loan and grant) is available on a pro-rated daily basis for the time where the student was not in prison. No support will be paid in respect of time spent in prison, unless SFW considers it appropriate in all the circumstances (regulations 58(7) and 61(9) (2017) and 93 (2018)). SFW has the discretion 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 that 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 that no maintenance or supplementary support is available for eligible prisoner students commencing a course on or after 1 September 2012. The only support available to these students is in respect of fees. Please see the 'AY 23/24 Assessing Eligibility Wales' guidance chapter for full details on eligibility for this category of student.

Grants for living costs

Adult Dependants' Grant (ADG) and Parents' Learning Allowance (PLA) are payable in respect of 365 days of the academic year.

Welsh Government Learning Grant (WGLG) and Special Support Grant (SSG) for eligible FT students are payable as follows:

- 2018 cohort students: in respect of terms attended and of days of attendance within each term, as these grants are paid in line with the student's Maintenance Loan as part of the 2018 living costs support package. More details of this are provided in the following section.
- Pre-2018 cohort students: in respect of 365 days of the academic year. 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.

SFW has 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 (regulations 58 (13) and (14) (2017) and 95 (2018)). Otherwise, all payments should cease from the date of withdrawal from the course or imprisonment (see above). Any overpayments should be recovered from students for any time that they spend in prison.

Example:

Margot starts a HE course in AY 23/24; the AY start date is 1 September.
Margot's PLA entitlement for a full year, after income assessment, is £900.
Margot leaves their course on 27 October.

SFW determines that PLA should not be paid beyond the date of withdrawal.
Therefore the number of days for reassessment purposes is 57 (1 September – 27 October). Margot's revised entitlement is calculated as follows:

$$(57/365) \times £900 = £141$$

Disabled Students' Allowance (DSA), Childcare Grant (CCG) and Travel Grant (TG) are based on a student's actual requirements and incurred costs. Where the student withdraws part-way through a payment period, SFW has the discretion to extend the student's eligibility in respect of grants for living and other costs to the end of the payment period (regulations 58(13) and (14) (2017) and 95 (2018)). However, the very nature of the DSA, 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 that no DSA (including DSA for postgraduate (PG) courses) is available to 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 – Pre-2018 cohort students

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 total assessed loan amount was properly calculated. SLC's assessment system will calculate the student's revised entitlement on the basis of 33% of the total assessed loan where the student leaves the course at the end of the first term, 66% at the end of the second term and 100% if the student completed the third term. 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.

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

Isaac commences AY 23/24 on an HE course that they started on 1 September 2017. There are 75 days in the first term. Isaac is eligible for the full 'elsewhere' rate of loan (£8,108).

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

Isaac is only eligible for support for the number of days that the student was undertaking the course. Isaac's revised entitlement is as follows:

Maximum loan:	£8,108 (full 'elsewhere' rate)
Number of days attended in term:	33
Number of days in term:	75
Number of terms in AY:	3

$$\begin{aligned} \text{£}8,108 \div 3 &= \text{£}2,702.67 \\ (33/75) \times 2,702.67 &= \text{£}1,189.17 \end{aligned}$$

Loans for living costs and Welsh Government Learning Grant – post-2018 cohort students

As with the pre-2018 cohort loan for living costs, where a student withdraws at the end of term there is no requirement for their finance to be reassessed. The student's entitlement will be calculated at 33%, 66% or 100% accordingly.

All payments should cease from the withdrawal date and support will be reassessed to this date.

The revised entitlement of loan for living costs and WGLG should be calculated using the method outlined in the following worked example:

Iris commences an HE course, the first academic year of which starts on 1 September 2023. There are 80 days in the first term. Iris is eligible for the full 'home' rate of loan and WGLG (£9,950). As their household income is below the lower income threshold of £18,370, this is split into £3,065 of loan and £6,885 of WGLG.

Iris receives the instalment of support payable in respect of the first payment period. Iris leaves the course on 7 November 2023 (having attended for 45 days) and does not return.

Iris is only eligible for support for the number of days undertaken on the course. Revised entitlement is as follows:

Maximum loan:	£3,065
Number of days attended in term:	45
Number of days in term:	80
Number of terms in AY:	3

$$\begin{aligned} \text{£}3,065 \div 3 \text{ terms} &= \text{£}1,021.67 \\ (45/80) \times \text{£}1,021.67 &= \text{£}574.69 \end{aligned}$$

Maximum WGLG:	£6,885
Number of days attended in term:	45
Number of days in term:	80
Number of terms in AY:	3

$$\begin{aligned} \text{£}6,885 \div 3 \text{ terms} &= \text{£}2,295 \\ (45/80) \times \text{£}2,295 &= \text{£}1,290.94 \end{aligned}$$

Reassessment of a student's loan entitlement resulting in an underpayment

When a student withdraws from a course it is possible that they are entitled to a higher amount of loan, or loan and WGLG, than they have so far claimed because their original assessment, which was provisional, has now been finalised. Where an eligible student has applied for support of less than the maximum amount to which they are 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 amount of support available (regulations 53(3) (2017) and 60 (2018)).

2018 cohort example:

Esme begins a course in October 2023, having been assessed as entitled to £11,720 for the year (the maximum 'elsewhere rate' available for loan and WGLG), payable in three instalments of 33%, 33% and 34%. Their household income for the initial assessment is £25,000 and their support is split into WGLG of £6,947 and loan of £4,773 as a result.

Esme receives an initial payment of £3,867.60 (33% of £11,720) split as follows:

- £2,292.51 of WGLG (33% of £6,947) and
- £1,575.09 of loan (33% of £4,773).

Esme withdraws from the course at the end of term one. Following a reassessment based on a household income of £30,000, Esme receives a revised support notification from SFW, showing entitlement for the period up to withdrawal as £3,867.60 (33% of £11,720). This is now split into £2,005.74 WGLG (33% of £6,078) and £1,861.86 loan (33% of £5,642) due to the increase in income.

As Esme only received £1,575.09 of loan in October, they may apply for the remaining £286.77 (1,861.86 – 1,575.09) of loan provided that they apply no later than one month before the end of the academic year, or one month after the date on which Esme receives the revised support notification, whichever is later.

As Esme received £2,292.51 of WGLG for a period they were only entitled to £2,005.74, they will have an overpayment of WGLG totalling £286.77.

Pre-2018 cohort example:

Jasper begins AY 23/24 having been assessed as entitled to £6,081 for the year (the 75% non-income assessed element of the £8,108 'elsewhere rate'), payable in three instalments of 33%, 33% and 34% (£2,006.73, £2,006.73 and £2,067.54).

Jasper then withdraws from the course at the end of the first term of the same academic year. Jasper has provided evidence confirming their household income, and receives a revised support notification from SFW, showing their entitlement for the period up to withdrawal as £2,675.64.

As Jasper only received £2006.73 in September, they may apply for the remaining £668.91, provided they apply no 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

Where FT students have attended their course in an academic year 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.

2018 cohort example:

Harper's course has a duration of 33 weeks in AY 23/24 and household income is £18,000.

Original assessment:

- Student entitlement: £11,720 ('elsewhere' rate) of which £3,620 is loan.
- Extra weeks' loan: £423 (3 extra weeks at £141 per week)
- Total loan for year: £4,043

Harper withdraws at the end of the first quarter, therefore:

- Loan received in first quarter: £1,334.19 (33% of £4,043)
- Loan due on reassessment: £1,194.60 (33% of £3,620*)
(*loan entitlement with extra weeks removed).

It should be noted that where a student withdraws from their course and has been in attendance for longer than 30 weeks and 3 days, and is in receipt of extra weeks loan, their support should be reassessed and pro-rated for the period they were in attendance on their course.

4. Suspensions

Circumstances when a student may suspend their studies

Students may have to interrupt their studies for a variety of reasons. These may include (but are not limited to) 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 HE provider may not allow them to do so immediately. The HE provider 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 (at a point comparable to when the student had left the course in the previous academic year).

Suspensions - Fees

The following applies to:

- all FT students (including those who start a FT distance learning course on or after 1 September 2012), and
- PT students who start a course on or after 1 September 2014.

If a student suspends their studies, the HE provider must notify SLC as soon as reasonably possible before the next liability date. The following rules apply to TFL and FT 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 TFL/ FG instalment for both terms.

Pre-2018 cohort example:

Quinn started a FT course on 1 September 2017 at an HE provider charging tuition fees of £9,000.

Quinn's attendance for the first term of AY 23/24 is confirmed and the first instalment of £2,250 (25% of £9,000) is paid as follows:

- TFL first instalment: £1,196.25 (25% of £4,785)
- FG first instalment: £1,053.75 (25% of £4,215)

Quinn suspends their studies on 1 November and resumes study on 15 March (after the second liability point but before the third liability point). The 2nd instalment of 25% is paid to the HE provider in the same way. The third payment of 50% will be paid in the same way if Quinn remains in attendance at the third liability point.

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

Post-2018 cohort example:

Olive starts a course on 1 September 2021. The fee charged in AY 23/24 is £9,250. Following confirmation of attendance, the first tuition payment of £2,312.50 (25% of £9,250) is made to the HE provider as follows:

- TFL first instalment: £2,312.50 (25% of £9,250)

Olive suspends their studies on 1 November and resumes their studies after the third liability point (15 April). The second 25% tuition instalment will not be paid to the HE provider. However, the third 50% tuition instalment is paid to the HE provider as follows:

- TFL third instalment: £4,625 (50% of £9,250)

Where a student suspends their studies before a liability point and informs the HE provider, but the HE provider 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 HE provider on receipt of the suspension notification. Please see the “Florence” example under heading ‘Fees – Full-time (FT) pre-2018 cohort students’ **Error! Reference source not found.** on how TFL/ FG is apportioned during claw back.

Reassessments for students who are absent from their course

Regulations 58(16) and 61(12) (2017) and 94 (2018) relate to a relevant payment period during any part of which a student is absent from the course. 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/ all of the grants otherwise due in respect of that period may be paid. Regulations 61(12) (2017) and 85 (2018) make similar provision for loans for living costs.

The Regulations allow for an automatic disregard of an absence of up to 60 days where the student is ill, both in the case of grants for living and other costs (regulations 58(18) (2017) and 94 (2018)), and loans for living costs (regulations 61(14) 2017 and 94 (2018)). Such students are eligible for full support during this period. HE providers may also make payments from other funds during this period.

SFW have 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 58(16) and 61(12) (2017) and 94 (2018)). Regulations 58(17) and 61(13) (2017) and 94 (2018) 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, no further support should be paid for that period. 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 academic year. SFW 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 academic year, SFW needs 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, HE providers 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

The lack of financial support where a student has suspended their studies has often led to financial hardship and to some students withdrawing from their courses. SFW may use the discretionary powers available to them to determine that part or all of the student support is payable and thus avoid students having to drop out due to financial pressures. These discretionary powers can be exercised in circumstances other than illness. The list of circumstances is not exhaustive. SFW should be particularly sympathetic towards those students who have dependants.

In deciding on the exercise of their discretion, SFW will consider each case on its own merits, taking account of the reasons for the absence, the length of the absence, the financial hardship not paying the support would cause and any other relevant circumstances such as the prospect of the student returning to the course. SFW should also take account of how the HE provider treats the student's absence, particularly if the HE provider has given the student permission to be absent, and if so on what terms.

Students without financial support

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,
- students who are ill waiting 28 weeks to receive Employment and Support Allowance, 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 the course.

Benefit provision for students who have suspended their studies

FT students who have suspended their studies due to illness or caring responsibilities and who are required to wait until their HE provider allows them to re-join their course may claim JSA and/or UC. These benefits can be claimed from when the student recovers from their illness or their 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 re-joins their course but not exceeding one year.

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

Students who remain ill

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

Procedures for suspending study

Although SFW has the discretion to determine continuation of student support, HE providers and students themselves have an important role in this process. It is essential that there is prompt interaction between the student and the HE provider, and that HE providers promptly notify SFW when students suspend from or 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 HE provider. The suspension process should involve the student receiving support and advice from a range of staff at the HE provider, particularly course tutors, welfare and financial advisers. HE providers 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 HE provider should agree the likely period of absence and then arrange to keep the position under review.

It is the responsibility of HE providers to notify SFW as soon as it is agreed that the student will suspend their studies. 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 HE provider (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

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 (regulations 58(16) and 61(12) (2017) and 94 (2018)). 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 has 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). SFW has the discretion to determine whether to pay full or partial support, or none at all whilst a student is in prison in an academic year. SFW 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 academic year, SFW needs to consider factors such as a student's ability 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

2018 cohort example:

Ethan is a new system student and begins the second year of the course in September 2023. Ethan 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 and payment of WGLG. There are 75 days in the first term.

Ethan is eligible for the £11,720 'elsewhere' rate of combined maintenance loan and WGLG. As a 2018 cohort student with a household income of £35,000, entitlement is £5,208 of WGLG and £6,512 of loan.

Instead of returning to the original course, Ethan starts a new course in January 2023, the AY of which runs from 1 January to 31 December. SFW will need to action the case as a transfer.

Original course:

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

Ethan is eligible for maintenance loan support in respect of 45 days of the 75 day first term of the original course:

Maintenance loan: 33% of £6,512 = £2,148.96
 $(45/75) \times £2,148.96 = £1,289.38$

WGLG: 33% of £5,208 = £1,718.64
 $(45/75) \times £1,718.64 = £1,031.18$

New course:

Ethan starts the new course in January. As the academic year of the new course runs from January to December, Ethan's maintenance loan entitlement for the first academic year of the new course will be payable in three instalments, the first

becoming due in the quarter beginning on 1 January. Ethan is eligible for the £11,720 'elsewhere' rate of combined maintenance loan and grant.

SFW would calculate maintenance loan and WGLG entitlement as normal. Any overpayments will be deducted from future payments due.

5. Transfers – Fees – FT

Where a student transfers course and/or HE provider 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 HE providers, it will be for the HE providers 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 TFL/ FG (pre-2018 Cohort) or TFL only (2018 Cohort) payable 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 HE provider mid-academic year, the HE provider 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. If the student transfers after the start of term 1, the new HE provider will only receive 75% of the tuition charge for the second course. If the student transfers after the start of term 2 the new HE provider will only receive 50% of the tuition charge for the second course. If the student transfers after the start of term 3, the new HE provider will not receive any further payment for tuition until the start of the following academic year.

Post-2018 cohort examples:

Orla starts a course in September 2023, for which the tuition charge is £9,000. Orla requests a TFL of £9,000. Their attendance for the first term is confirmed and the first instalment of £2,250 (25% of £9,000) is paid to the HE provider.

Orla transfers during the first term to a new course at a different HE provider, which also has an annual tuition charge of £9,000. The new HE provider can charge 75% of the full academic year fee - £6,750 payable in a ratio of 33% in term two and 67% in term three. The new HE provider cannot charge any further fee for the first term.

Orla's attendance is confirmed by the new HE provider for the second term and the second instalment of £2,227.50 (33% of £6,750) is paid.

Orla's attendance is confirmed for the third term and the third instalment of £4,522.50 (67% of £6,750) is paid.

Total tuition support paid is £9,000 (£2,250 to HE provider 1 and £6,750 to HE provider 2).

Samuel starts a course in October 2023, for which the tuition fee is £9,000. Samuel requests a TFL of £9,000. Their attendance for the first term is confirmed and the first instalment of £2,250 (25% of £9,000) is paid to the HE provider.

Samuel transfers during the first term to a new course at a different HE provider, which has an annual tuition charge of £6,000. The new HE provider can charge 75% of the full academic year fee - £4,500, payable in a ratio of 33% in term 2 and 67% in term 3. The new HE provider cannot charge any further fees for the first term.

Samuel's attendance is confirmed by the new HE provider for the second term and the second instalment of £1,485 (33% of £4,500) is paid.

Samuel's attendance is confirmed for the 3rd term and the third instalment of £3,015 (67% of £4,500) is paid.

Total tuition support paid £6,750 (£2,250 to HE provider 1 and £4,500 to HE provider 2).

Nesrine starts a course in September 2023, for which the tuition fee is £6,000. Nesrine requests a TFL of £6,000. Nesrine's attendance for the first term is confirmed and the first instalment of £1,500 (25% of £6,000) is paid to the HE provider.

Nesrine's attendance for the second term is confirmed and the second instalment of £1,500 (25% of £6,000) is paid to the HE provider.

Nesrine transfers after the second liability point (during the second term) to a new course at a different HE provider for which the full academic year fee is £6,000. The HE provider can charge 50% of the full academic year fee (£3,000). The new HE provider cannot charge any further fee for the second term.

Nesrine's attendance is confirmed by the new HE provider for the third term and the third instalment of £3,000 is paid.

Total tuition support paid is £6,000 (£3,000 to HE provider 1 and £3,000 to HE provider 2).

Pre-2018 cohort examples:

Oscar is continuing on a course in AY 23/24 that started in September 2017, for which the tuition fee is £9,250. Oscar requests a TFL of £5,035 and is awarded a FG of £4,215. Oscar's attendance for the first term is confirmed and the first instalment of £2,312.50 (25% of £9,250) is paid as follows:

TFL: First instalment: £1,258.75 (25% of £5,035)

FG: First instalment: £1,053.75 (25% of £4,215)

Oscar's attendance for the second term is confirmed and the second instalment of £2,312.50 (25% of £9,250) is paid as follows:

TFL: Second instalment: £1,258.75 (25% of £5,035)

FG: Second instalment: £1,053.75 (25% of £4,215)

Oscar transfers after the second liability point (during the second term) to a new course at a different HE provider for which the full academic year fee is £9,000. The HE provider can charge 50% of the full AY fee, £4,500.

The new HE provider cannot charge any further fee for the second term.

Oscar's attendance is confirmed by the new HE provider for the third term and the third instalment of £4,500 is paid as follows.

TFL: Third instalment £2,517.50 (50% of £5,035, the remainder of TFL entitlement)

FG: Third instalment £1,982.50 (remainder of £4,500 after TFL of £2,517.50 deducted)

Total tuition support paid is £9,125 (TFL: £5,035, FG: £4,090)

Lara is continuing a course in AY 23/24 who had commenced their course in September 2017, for which the tuition fee is £6,000. Lara requests a TFL of £5,035 and is awarded a FG of £965. Lara's attendance for the first term is confirmed and the first instalment of £1,500 (25% of £6,000) is paid as follows:

TFL: First instalment: £1,258.75 (25% of £5,035)

FG: First instalment: £241.25 (25% of £965)

Lara's attendance for the second term is confirmed and the second instalment of £1,500 (25% of £6,000) is paid as follows:

TFL: Second instalment: £1,258.75 (25% of £5,035)

FG: Second instalment: £241.25 (25% of £965)

Lara's attendance for the third term is confirmed and the third instalment of £3,000 (50% of £6,000) is paid as follows:

TFL: Third instalment £2,517.50 (50% of £5,035)

FG: Third instalment £482.50 (50% of £965)

Lara transfers after the third liability point (during the third term) to a new course at a different HE provider for which the full academic year fee is £6,000.

The new HE provider cannot charge any more fees for the third term of this academic year.

Total tuition support paid £6,000 (TFL: 5,035, FG: £965)

Transfers and withdrawal to courses with a later academic year start date (including compressed years)

Students who transfer to a course with a later academic year start date (including 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 start a course with a later academic year start date (including compressed first year courses) will be entitled to full-year support for the new course.

For example:

Transfers

Janet starts a course in September and transfers to a course that starts in January which lasts a full academic year. Only the support remaining in relation to the course Janet transferred from is payable (regulations 8(3), (2017) and 29 and 30 (2018)).

Douglas starts a course in October and transfers to a February start 'compressed year' course. Again, only the support remaining in relation to the course Douglas transferred from is payable (regulations 8(3) (2017) and 29 and 30 (2018)).

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

Withdrawals

Dennis starts a course in September and withdraws in October. Dennis 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.

Bronwyn starts a course in September and withdraws in October. Bronwyn starts a 'compressed year' of a new 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.

6. Transfers – Fees – PT

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 TFL 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% TFL weighting split over the course of the academic year, that is:

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

For example:

Leo starts a PT course at HE provider A on 1 September 2023. HE provider A confirms Leo's liability for term one and confirms the tuition fee for the academic year to be

£2,625. Leo requests the maximum PT TFL of £2,625. The first instalment of TFL is paid to HE provider A following the first liability point:

HE Provider A: First instalment £656.25 (25% of £2,625)

Leo submits a transfer to HE provider B during term one. HE provider B confirms the fee for the new course to be £1,968.75 (75% of the maximum full academic year fee of £2,625 that can be charged by a Welsh HE Provider in academic year 23/24). The student has requested the maximum PT TFL available.

Payments are made as follows:

HE provider B: Second instalment 33% of £1,968.75 = £649.69 (paid following second liability date)

HE provider B: Third instalment 67% of £1,968.75 = £1,319.06 (paid following third liability date)

Total tuition support paid £2,625 (TFL to HE Provider A: £656.25, TFL to HE Provider B: £1,968.75)

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

7. Part-year repeats

Where the student has not completed/passed all the required modules or placements to progress to the next year of the course, the Higher Education Provider (HEP) may allow the student to repeat any missed/failed modules or placements. This may not always require a repeat of the full academic year, but more commonly a repetition of specific terms and/or part terms.

Funding is prorated for any periods of repeat study based on the time spent in attendance at the student's HEP. A course extension can cover scenarios where a student requires more study time to complete any missed modules or placements, this may be due to academic or personal reasons. SFW do not need to ascertain with the HEP which scenario the extension falls under, as both (or a combination) can be funded.

Course extension within the same AY:

If the end date of the course is extended because the student requires additional time to complete the academic year, the student can apply to receive support for any additional weeks spent in attendance within the current academic year by awarding extra weeks loan.

Any (additional) extra weeks loan for time spent in attendance over 30 weeks and 3 days in an AY is available at a fixed amount per extra week/part week, up to 45 weeks of study – please note if the student is attending for 45 weeks and over, they will be paid as if they are studying for the full 52 weeks (a maximum of 22 additional weeks support).

In order to assess for any additional extra weeks support within the current academic year, SFW would require the following:

- Confirmation from the university confirming the extended course end date within the current academic year
- Confirmation the student is engaged with the course and accessing the university services i.e. they are not an external student

For more information refer to the [Student Information Service user guide](#)

Example:

John is studying the final academic year of their course which was scheduled to end on 14 June 2024. John's HEP submits a CoC confirming that the course has been extended to the 23 August 2024 and they will be engaged with the course up to this point. As John has applied for means tested support and is required to undertake the course for a period exceeding 30 weeks and 3 days in an academic year, they can be considered for extra weeks support.

Based on the term dates below, John would have been entitled to and awarded two extra weeks of support:

Term One - 26/09/2023 – 16/12/2023

Term Two - 08/01/2024 – 29/03/2024

Term Three - 15/04/2024 – 14/06/2024

As the course end date has been extended to 23 August 2024, the extra weeks loan will be calculated based on the new course end date of 23 August 2024. John is now entitled to 12 extra weeks of support.

Please note that students are not entitled to receive extra weeks loan for any period which falls outside of the relevant academic year of study.

Final year course extensions and Childcare Grant (CCG).

Where the end date of the final year of a course is extended for a student and they are eligible for CCG, they can receive CCG for the extended period within the current academic year. CCG support is calculated and payable over the entire academic year (365 days), rather than the term lengths.

Example:

Jamie's final year of their course is scheduled to end on 16 June 2024. As they are a final year student, CCG is not payable between the end of the course and the end of the academic year (17/06/2024 to 31/08/2024). However, Jamie receives a course extension until the 25 August 2024.

As Jamie has received a course extension, they can now apply for CCG up to 25 August 2024.

If the course extension goes into the following AY, it will not be possible for a student to receive CCG for any weeks that are part of the next AY, as part of the current academic year's funding.

See Section 10 Administration of the Grants for Dependents guidance, for information on what the student will be required to do to claim for costs in the extended period.

Course extension into the new AY:

Where the end date of the course is extended which results in the student returning in the next academic year, their maintenance entitlement will be prorated for any period they are in attendance at their HEP. In order to prorate the entitlement, we would require confirmation from the HEP for the period(s) of study the student will be in attendance for, the student will also need to complete an application form for the relevant academic year. This is because SFW are unable to extend funding past the end of the previous academic year.

For 2018 cohort students, both the maintenance loan and the grant are calculated based on the term dates. Therefore, if the student is repeating a full term, then the full entitlement for that term should be paid. However, if the student is repeating a full term and part of another term, they should have the full-term entitlement paid and the days from the partial term pro-rated.

Example:

Evie started a course in September 2022 and is repeating all of term one and part of term two of the course (non-final year) in AY 23/24. They will be in attendance from 23/09/2023 – 22/01/2024. While studying they will be living in the parental home and has a household income below £18,370. Evie will be entitled to the maximum maintenance funding of £9,950 which consists of £6,885 in grant and £3,065 in loan.

As Evie will be studying the entirety of term one, they are entitled to receive the full amount of maintenance funding for that term. The maintenance funding for term two will be prorated based on the time spent in attendance, and there will be no entitlement for term three. The total number of days in term two is 75 (08/01/2024 – 22/03/2024) and Evie will only be in attendance for 15 days of term two (until 22/01/2024). Their entitlement would be calculated as follows:

First term living costs entitlement:

Grant (33% of £6,885) = £2,272

Loan (33% of £3,065) = £1,011

Second term living costs entitlement:

Grant (15/75) * £2,272 = £454

Loan (15/75) * £1,011 = £202

Total entitlement for the part-year repeat in AY 23/24 = £2,726 grant and £1,213 loan.

Any entitlement to extra weeks loan will be removed where the student has attended their course for 30 weeks and 3 days or less.

8. Overpayments

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

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 62(9) (2017) or 89 and 90 (2018). Furthermore, recovery is possible whether the student stays on the same course or changes course, irrespective of whether the course is FT UG, PT UG or PG. The position on fee support is different as this is paid directly to HE providers, and overpayments would be recovered directly from the HE provider concerned (regulations 62(1) (2017) and 89 (2018)).

The Regulations allow for an overpayment of loan for living costs to be recovered from any further loan which is payable to the student (regulations 62(11) (2017) and 89 and 91 (2018)).

Overpayments of grants for living and other costs

Regulations 2 (2017) and 90 (2018) apply 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. 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 of that grant or any other grants which remain to be paid within the current academic year.

Regulations 62(9)(a) (2017) and 90 (2018) provide for an overpayment of grant for living and other costs to be subtracted from any grant payable to the eligible student from time to time under the relevant Regulations. 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 FT UG, PT UG or PG).

Alternatively, SFW may recover an overpayment of a grant for living and other costs by taking such other action as is available (regulations 62(9)(b) (2017) and 90 (2018)).

SFW is obliged to recover overpayments of grants for living and other costs unless they consider that it is not appropriate to do so (regulations 62(3) (2017) and 90 (2018)). They may exercise discretion as to how and when to go about this.

Disabled Students' Allowance paid to third parties

DSA is 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 DSA 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 regulations 62(4) (2017) and 89 (2018) in the case of a PT student, regulations 109(5) (2017) and Schedule 4 (2018) in the case of a PG 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 62(5) and (7), (2017) and 90 (2018) in the case of a FT student, regulations 109(7)(10) (2017) and 90 (2018) in the case of a PT student, or regulations 119(6)(9) (2017) and Schedule 4 Paragraph 22 (2018) in the case of a PG 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 maintenance loan or extra weeks loan

Where a maintenance loan or extra weeks loan has already been paid, the student is reassessed and the entitlement to maintenance loan or extra weeks loan has increased, the student's future loan instalments for the year will be increased to reflect the increased entitlement to support.

Regulations 61(15) (2017) and 91 (2018) apply where a maintenance loan 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 maintenance loan or extra weeks loan, the amount overpaid will be recovered in full from the next instalment(s) of maintenance loan 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 regulations 62 (2017) and 89 and 91 (2018).

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

Regulations 62(10) (2017) and 91 (2018) provide that any overpayment of a loan for living costs in respect of any academic year may be recovered by the Welsh Ministers:

- a) by subtracting the overpayment from the amount of any loan payable to the eligible student from time to time under these Regulations or any other regulations made by the Welsh Ministers under section 22 of the 1998 Act;
- (b) by requiring the eligible student to repay the overpayment in accordance with regulations made under section 22 of the 1998 Act;
- (c) by any other method available to them

Where an overpayment of loan is not attributable to one of those reasons, the Welsh Ministers can only recover the overpayment by subtracting the overpayment from the amount of any future loan payable to the student. The provision provides that where an overpayment of loan for living costs has been made, the Welsh Ministers have the option of adding the overpayment to the loan balance to be repaid in line with standard income contingency repayments. This is regardless of whether the overpayment has been made due to student error or a SFW error.

These methods for recovering an overpayment can be carried out before or after the income contingent repayment procedure begins. 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 during the assessment results in a student receiving payment of a higher amount than the student is

entitled to. However, regulations 62(2) (2017) and 89 (2018) provide that an eligible student must, if required by the Welsh Ministers, repay any amount paid to the student which for whatever reason exceeds the amount of support to which the student is entitled. The Welsh Ministers must recover an overpayment of any grant for living and other costs unless they consider it is not appropriate to do so (regulation 62(3) (2017) and 90 (2018)).

The view of the Welsh Ministers, is that SFW should advise SLC in a reasonable and timely manner of the circumstances that caused the overpayment to arise. Where this is as a result of an internal error, SLC must advise Welsh Government in a reasonable and timely manner to consider the circumstances of the overpaid amount on a case by case basis. This will be carried out by SLC in line with current guidelines, and where agreed, SLC will recover payments to which students are not entitled. Where an internal error is identified the student is entitled to follow the SLC appeals and/or complaints process; however advising student's about the appeals/complaints process should not be delayed where SLC have also submitted advice to the Welsh Government about the internal error.

8. Annex A – Updates Log

Date	Updates
03/04/2023	Version 0.1- Initial rollover changes
24/04/2023	Version 0.2 – Updates following stakeholder review
25/04/2023	Version 1.0 – Stakeholder sign off and sent for publishing
17/11/2023	Version 2.0 – Document updated to include section 7 on part-year repeats

9. Annex B

ENQUIRIES

If you have any queries on this guidance, please contact:

Higher Education Division

Welsh Government

E-mail: studentfinancedivision@gov.wales
