Advanced Learner Loans Fees Policy 2022/23

1. Overview

1.1 Further education learners who are aged 19 or over and enrolling on designated Level 3 or higher courses may not qualify for ESFA funding, if they already hold a Level 3 qualification or above. If this is the case, you will, in most cases, be able to apply for an Advanced Learner Loan up to a maximum value as set by the ESFA to contribute towards the total cost of your chosen qualification as agreed and set in your Learning and Funding Information Letter.

1.2 Thrive Skills Limited's approach to setting and collecting course fees and associated charges is reviewed on an annual basis and approved by the board.

1.3 This document is intended to act as a single reference source for course and associated fees, payment arrangements, financial support, and rules for Advanced Learning Loans for the 2022/23 year to ensure a consistent and transparent approach of clear guidance on fees and charges. The content of this policy should be used as a main source of guidance for learners, parents, employers, delivery staff, learner support staff, and enrolment staff.

1.4 Advanced Learner Loans are available to learners aged 19 or above and are provided by the Student Loans Company (SLC). The SLC is responsible for assessing a student's eligibility for a loan.

1.5 The availability of an Advanced Learner Loan does not remove any legal or other entitlement that you may have to full funding for your first FULL level 3 qualification as set out by the Education and Skills Funding Agency (ESFA).

2. Information for Learners aged 19 and over

2.1 Further education learners who are aged 19 or older on the day they start their course are eligible for full funding from the Education and Skills Funding Agency (ESFA) providing they meet the following eligibility criteria:

- If they do not already hold a Full Level 3 or higher equivalent qualification, and
- Their chosen qualification is designated for Full Funding by the ESFA

2.2 If a learner believes they meet the eligibility criteria set out in 2.1 above, they must discuss this with us prior to taking out an Advanced Learner Loan.

2.3 Learners fully funded by the ESFA will be exempt from course tuition fees and examination/registration fees; however, they may still be charged exam re-sit fees, materials, and/or trip/educational visit fees at our discretion, depending on circumstances arising.

3. Information for learners: Advanced Learning Loans

3.1 The loan value will cover the combined cost of tuition only. Examination/registration fees, examination re-sits, materials, and visits/trips can incur an additional fee if applicable. The loan facility will only be available for the courses/qualification approved for this funding by the ESFA.

3.2 The learner will need to receive a Learning and Funding Information letter from Thrive Skills Limited in advance of enrolment, confirming course eligibility and details, prior to applying for your loan.

3.3 Course fees for Advanced Learning Loan learners are for the entire duration of their course and not per academic year.

3.4 Learners can access up to a maximum of 4 loans, which they can take out either one after the other or at the same time.

3.5 Loan amounts are capped at maximum funding rates, as set by the ESFA on the Find a Learning Aim (FALA) website.

3.6 Learners can take out a loan for the full cost of the course fees agreed with Thrive Skills Limited or can take a loan for part of the fee and pay the remainder themselves.

3.7 Course fees charged by Thrive Skills Limited can exceed the maximum loan rate set by the ESFA, and in such circumstances, the learner will be liable for the value above the maximum, payable directly to Thrive Skills Limited.

3.8 Learners will be informed prior to their enrolment of their fee obligations to Thrive Skills Limited.

3.9 Repayment of the loan amount only starts once the learner has completed their learning and earns over £27,295 per year (before tax and deductions) and is repaid through the HMRC tax system.

3.10 Learners can make additional voluntary repayments if they wish to pay off their loan more quickly.

3.11 Outstanding loan balances will be written off after 30 years.

3.12 If a learner withdraws from their qualification after 14 days from the learning start date, they will be liable for the repayment of their loan, up to and including the month of their last day of attendance.

3.13 If the learner completes the learning without achieving the qualification, they will still be liable for the repayment of the loan in full.

4. Thrive Skills Limited - Fees and Charges Disclaimer

4.1 Thrive Skills Limited reserves the right to change or amend, at any time, any of the course details including content, dates, times, venues, resources, fees payable, remissions available, and terms or conditions. Thrive Skills Limited also reserves the right to close or not to commence with any previously published course at short notice.

4.2 In the event that the SLC declines a loan application after learning has commenced, the learner will become liable for the agreed course fee, either in part or full dependent upon the learning undertaken up to the point of the loan being declined.

4.3 In the event that the learner provides false or misleading information relating to their prior qualifications and achievement to Thrive Skills Limited at the point of us assessing the eligibility for funding, the learner will become liable for the course fee, either in part or full dependent upon the learning undertaken up to the point that it becomes clear that the learner is ineligible for full funding from the ESFA.

4.4 Where a learner fails to achieve the required attendance on the program and their attendance cannot be accurately recorded on the Student Loans Company (SLC) Portal to activate the loan payment, Thrive Skills Limited reserves the right to recover the fee due for that particular month. In these cases, in addition to the fee recovered, an administration charge may also be made.

4.5 If a learner withdraws from their qualification after 14 days from the learning start date, they will be liable for the repayment of any fee obligations to Thrive Skills Limited, up to and including the month of their last day of attendance.

4.6 If the learner completes the learning without achieving the qualification, they will still be liable for any fee obligations due to Thrive Skills Limited in full.

5. Financial Assistance / Support for Learners

5.1 Financial assistance information is correct at the time of printing, and all staff should check with the MIS Team for the most up-to-date information on financial assistance and support for learners.

5.2 Thrive Skills Limited may be able to provide assistance to learners suffering financial difficulties or hardship. This does not provide a grant to live on but can help with costs such as travel to classes, books, and equipment. Eligibility criteria apply in most cases. This capability is subject to the funds being made available to Thrive Skills Limited from ESFA.

5.3 For learners aged 19+ starting on an Advanced Learning Loans, bursaries may be available to support costs associated with being in education. Learners requiring support should complete the Learner Support Application Form. This capability is subject to the funds being made available to Thrive Skills Limited from ESFA.

5.4 Learners aged 20 or over at the start of their course may be entitled to financial assistance with childcare. This scheme supports payments towards childcare with a registered and Ofsted approved child-minder or nursery setting. Learners requiring support should complete the Learner Support Application Form. This capability is subject to the funds being made available to Thrive Skills Limited from ESFA.

5.5 Learners in receipt of any state benefit have a responsibility to inform the Department for Work and Pensions about any financial support funding they receive as the learner support payment may affect the eligibility for some state benefits.

5.6 For learners requiring Additional Learning Support (ALS), funds may be available within Thrive Skills Limited to ensure additional support can be provided by qualified staff. Specific eligibility rules apply for ALS, so learners requiring additional learning support should be referred to the IAG Manager for further information. This capability is subject to the funds being made available to Thrive Skills Limited from ESFA.

6. Examination / Registration Fees

6.1 Examination and registration fees for the first exam/test at all levels are included within the funding provided by the Advanced Learning Loan.

6.2 All learners will be entitled to one free re-sit for each qualification/learning aim they are studying towards. Subsequent examination re-sit fees will be applied to all learners at the Awarding Organisation rate at the time of exam entry. All re-sit fees (where applicable) will be payable to Thrive Skills Limited prior to the examination entry.

6.3 All learners who do not show for a booked examination without a valid reason and evidence to support their reason, regardless of if this is their first attempt or not, will be charged the examination fee at the Awarding Organisation rate at the time of entry. Thrive Skills Limited also reserves the right to charge a learner for any additional costs incurred by Thrive Skills Limited in the 'no show' for a booked exam.

7. Payment Methods

7.1 Where learner’s fees are to be met by a student loan, proof of loan approval or at least a proof of a loan application should be produced by the learner. Learners without any loan evidence may be enrolled on a course at Thrive Skills Limited’s discretion on a Pending Fees status. It is the learner’s responsibility to ensure their student loan application is successful and completed. Should a learner fail to secure a loan, Thrive Skills Limited will request payment by other means.

7.2 SLC pays the agreed course fees (Loan Amount) directly to Thrive Skills Limited in equal installments. The money does not go to the learner.

7.3 The method of repayment for any fee obligations due to Thrive Skills Limited will be agreed with the learner prior to enrollment.

7.4 Some or all of the course fees may still be payable if a learner withdraws from the course, and therefore, payment must continue to be made regardless of the learner withdrawing from the course.

8. Non-Payment of Fees

8.1 Non-payment of fees or failure to agree acceptable terms of payment may result in one or more of the following:

- Examination entries not being processed
- Physical access to the course being denied until fees are settled

8.2 Non-attendance on the course is not a valid reason for non-payment of course fees, and payment/instalments may be required for non-attended lessons unless absence is due to unforeseen serious medical reasons for which supporting evidence must be submitted.

8.3 Learners with outstanding fees due to Thrive Skills Limited (debts) will not be permitted to enrol onto a new learning programme until the debt has been paid in full.

8.4 Thrive Skills Limited will use appropriate debt recovery procedures where learners breach the terms of their payment arrangement and will pass on all additional costs incurred in this process in the increase of the overall outstanding debt value.

8.5 Where fees and instalments are not paid, and every avenue to financially support learners in the payment of their fees has been exhausted, Thrive Skills Limited reserves the right to permanently exclude learners from their course.

8.6 Learners whose instalment payments are returned unpaid by the bank will incur an administration fee of £10 in addition to their unpaid fee instalment.

8.7 Thrive Skills Limited reserves the right to re-present failed direct debit instalments in accordance with the Direct Debit scheme rules.

8.8 If fee instalments continue not to be paid by their due date, then the full outstanding balance becomes payable immediately.

9. Refunds

9.1 Course fees are refundable where the course is cancelled by Thrive Skills Limited prior to or after commencement due to low enrolment volumes. Thrive Skills Limited reserves the right to cancel courses where enrolment numbers fail to meet the required level.

9.2 Course fees are refundable where a learner can demonstrate that their withdrawal from the course has resulted from the failure of Thrive Skills Limited to deliver what could have been reasonably expected. This would only be applicable where a written complaint has been upheld by Thrive Skills Limited, and any refund would be proportional to the learning undertaken to date and not include examination/registration fees incurred by Thrive Skills Limited.

9.3 Course fees are refundable at the discretion of Thrive Skills Limited, and where the learner can demonstrate that extenuating circumstances exist to prevent them from continuing with their course, the Management Team may authorize a refund or credit note for the items mentioned below:

- Exam and miscellaneous fee refunds will be made if Thrive Skills Limited has not expended them at the date of withdrawal.
- Proportionate amount of the tuition fee applicable to the remaining classes of the course which the learner will be unable to attend. Where credit notes are issued, they can only be utilized by the named learner.

9.4 No refunds will be made in the event of a learner withdrawing from the course for personal reasons. All outstanding fees become due immediately upon withdrawal from a course.

9.5 In all cases, a £25 administration charge will be made for the processing of all refunds.

9.6 Learners can appeal in writing to Toni Postans, toni.postans@thrive-skills.com

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