



Education & Skills
Funding Agency

**This document has
been withdrawn as it is
out of date.**

Advanced learner loans funding rules: 2021 to 2022

For the 2021 to 2022 funding year (1 August 2021 to 31 July 2022)

This document sets out the funding rules that apply to all providers of education and training who hold a loans agreement/contract.

Version 3 – February 2022

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Introduction and purpose of the document

1. This document sets out the advanced learner loans (loans) funding and performance management rules for the 2021 to 2022 funding year (1 August 2021 to 31 July 2022). These rules apply to all providers of education and training who hold a loans agreement/contract with the Secretary of State for Education acting through the Education and Skills Funding Agency (ESFA). This loans agreement/contract allows providers to receive loans payments from the Student Loans Company (SLC) on behalf of learners and loans bursary payments from the ESFA.
2. These rules do not apply to adult education budget (AEB) funding, apprenticeships or to education and training services funded by the European Social Fund (ESF). These rules are [available on GOV.UK](#).
3. These rules reflect the provisions of the [Further Education Loans Regulations 2012](#). The regulations take precedence over the funding rules.
4. This document forms part of the terms and conditions of funding and you must read it in conjunction with your loans agreement/contract. You must operate within the terms and conditions of the loans agreement/contract, these rules and the individualised learner record ([ILR specification](#)). If you do not, you are in breach of your loans agreement/contract with us.
5. ESFA reserve the right to make changes to these rules.

How this document can help you

6. This document contains the rules relevant to provision funded through loans and the loans bursary. Some of the rules are accompanied by a shaded box explaining the context.
7. We have included a [glossary](#) to explain technical terms.

Understanding the terminology

8. The term 'we' refers to ESFA.
9. When we refer to 'you' or 'providers', this includes colleges, higher education institutions, training organisations, local authorities and employers who receive funding through a loans agreement/contract, to deliver education and training. We will use the generic term 'you' or 'provider' unless the requirements only apply to a specific provider type.
10. We publish an Education and Skills Contract/agreement which will include a loans facility for eligible loans providers. This facility enables providers to offer loan-funded provision to individuals, and to receive payments from the SLC on behalf of individuals.

11. We use the terms 'individual' and 'learner' to cover all those who fund their education or training with a loan, and where appropriate who receive support through the loans bursary fund.

12. We use the term 'provision' and 'qualifications' to refer to all qualifications designated for loans, which will either be a qualification from the Ofqual regulated qualifications framework (RQF) or an Access to Higher Education Diploma recognised and regulated by the Quality Assurance Agency (QAA).

Contact us

13. You can contact us through our [enquiry form](#).

Advanced learner loans

Learner eligibility

Advanced learner loans provide a source of fees and support to help people aged 19 and over undertake general and technical qualifications at levels 3, 4, 5 and 6.

By taking out a loan, a learner is taking direct responsibility and financial liability for their learning. In return you are obliged, as part of your agreement with the learner, to deliver high-quality learning and support to enable the learner to successfully achieve their desired outcome.

It is important that learners receive all the key information about what the loan is for and are signposted to sources of further information to help them decide if they wish to apply for a loan. It is also imperative that they have information in the [learning and funding information letter](#) about the qualification, your fee and actual loan amount for their qualification.

Loans are not means tested.

14. Loans are available to eligible learners who are:
 - 14.1. aged 19 or older on the first day of starting their designated loans qualification
 - 14.2. studying with a provider situated in England, with a provider in receipt of a loan agreement from us (see paragraphs [27](#) to [28](#))
 - 14.3. studying one or more designated loans qualifications at levels 3, 4, 5, or 6 (see paragraphs [40](#) to [42](#))
15. On receipt of a learner's loan application, SLC is responsible for assessing whether a learner is eligible.
16. More [information on learner eligibility](#) is contained in [Part 2 of Schedule 1 of the Further Education Loans Regulations 2012](#) which sets out the categories of eligibility to qualify for an advanced learner loan. In the event of uncertainty over a particular category of eligibility, the regulations take precedence over these rules.
17. There are additional eligibility criteria for offenders. See [annex 2](#) paragraphs [1.1](#) to [1.5](#) for more information.
18. For 19 to 23 year olds undertaking level 3 qualifications:
 - 18.1. You must check a learner's legal entitlement to full funding and record that you have done this in the learner file before they make their loan application (see paragraphs [119](#) to [128](#)). If they have not exercised their legal entitlement to full funding for a first full level 3, you must make them aware of this entitlement.
 - 18.2. If they have not exercised their AEB entitlement to full funding for a first full level 3 as part of their legal entitlement or the National Skills Fund level 3

adult offer you must make them aware of their entitlement. As of 1 April please note the National Skills Fund level 3 Adult Offer details below.

- 18.3. If you have an AEB funding agreement you must not offer a loan-funded place to a learner who is able to undertake their chosen qualification with you by accessing an entitlement listed in paragraph [18.2](#). Should this situation occur you must perform a fee charged change of circumstance through SLC's learner provider portal and reduce their fee liability to zero.
- 18.4. SLC will recover the overpayment from you from future loans payments. If you have insufficient loan payments SLC will ask you to repay any overpayment directly.
- 18.5. If you only hold a loans agreement/contract and are unable to offer an AEB fully-funded place, and a learner wishes to exercise their entitlement, you must signpost the learner to the National Careers Service to obtain information about alternative providers.
- 18.6. If a learner chooses to apply for a loan rather than exercising their entitlement either where they have access to AEB funding with you (as under [18.3](#)) or, if not, at an alternative provider (paragraph [18.5](#)) you must make them aware that this may mean that they give up their right to exercise their entitlement to AEB funding in future and evidence this in their learner file.
- 18.7. Where a learner has achieved a level 3 qualification, that was at the time they started or is still classed as a full level 3, they can enrol on any subsequent level 3 qualification, and apply for a loan or pay for their own learning.
- 18.8. Please contact qualifications.ESFA@education.gov.uk if you need advice on a previous qualification's designation.

The National Skills Fund level 3 adult offer

19. The National Skills Fund level 3 adult offer (also known as the free courses for jobs offer) is available to support adults aged 24 and above without an existing full level 3 or equivalent qualification. This offer is also available to adults aged 19 to 23 alongside the 19 to 23 legal entitlement offer. From 1 April 2022 the National Skills Fund Level 3 Adult offer will be expanded to include all adults who meet the definition of 'low wage' or 'unemployed' outlined in the [AEB funding and performance rules 2021 to 2022](#) who already have a full level 3 or higher achieved prior to 1 April 2021 or who have achieved a short qualification after 1 April 2021. Full details of the offer can be found in the [National Skills Fund guidance](#).

20. For adults aged 19 and above undertaking level 3 qualifications:

20.1. You must check a learner's eligibility to full funding under the National Skills Fund level 3 adult offer and record that you have done this in the learner file before they make their loan application (see paragraphs [119](#) to [128](#)). The criteria can be found in the [AEB funding and performance rules 2021 to 2022](#).

20.2. If they have not exercised their eligibility to full funding under the National Skills level 3 offer for a full level 3 you must make them aware of this offer.

21. If you have an AEB funding agreement you must not offer a loan funded place to a learner who is able to undertake their chosen qualification with you by accessing the National Skills Fund level 3 adult offer listed in paragraph [20](#). Should this situation occur, you must perform a fee-charged change of circumstance through SLC's learner provider portal and reduce their fee liability to zero.

22. SLC will recover the overpayment from you from future loans payments. If you have insufficient loan payments, SLC will ask you to repay any overpayment directly.

23. If you only hold a loans agreement/contract and are unable to offer a National Skills Fund level 3 adult offer place, and a learner wishes to exercise their eligibility to the offer, you must signpost the learner to the National Careers Service to obtain information about alternative providers.

24. If a learner chooses to apply for a loan rather than exercising their eligibility to the National Skills Fund level 3 adult offer, either where they have access to funding with you (as under paragraph [21](#)) or, if not, at an alternative provider (paragraph [23](#)) you must make them aware that this may mean that they give up their right to exercise their eligibility to National Skills Fund funding in future and evidence this in their learner file.

25. Where a learner has achieved a level 3 qualification, that was at the time they started or is still classed as a full level 3, they can enrol on any subsequent level 3 qualification and apply for a loan or pay for their own learning. From 1 April 2022 learners may also be eligible for funding for additional level 3 qualifications through the National Skills Fund level 3 adult offer and you should check their eligibility as detailed in paragraph [19](#).

26. Please contact qualifications.ESFA@education.gov.uk if you need advice on a previous qualification's designation.

Provider eligibility

27. You can only make offers of loan funded learning and receive loan payments from SLC on behalf of learners if we have given you a loans agreement/contract, and a learner has applied for a loan which has been approved by the SLC.

28. You must not pay, or engage a broker, or any third party, to recruit learners who are considering funding their provision with a loan, on your behalf.

29. You must directly deliver provision to learners who are funding their provision with a loan.

30. You must not subcontract loans provision. The definition of sub-contractor is given in the [glossary](#).

Merger of organisations

31. If your organisation plans to merge with another provider holding a loans agreement/contract you must:

31.1. inform your ESFA territorial team contact as early as possible to discuss the loan agreement/contract

31.2. inform SLC as early as possible, who will then advise you how this will impact your loan payments

Delivery location

32. You must not deliver any loans-funded provision outside England.

Loan amounts and financial contributions

33. You must advise all learners of your fees and charging policy in advance of their decision to apply for a loan.

34. We do not expect that you need to charge more than the maximum loan amount as shown on [find a learning aim service and in the ESFA list of qualifications for public funding document](#). For information about how the maximum amount of the loan is set, please refer to [Advanced learner loans: maximum loan amounts for advanced learner loans amounts for designated qualifications 2021 to 2022](#).

35. A learner can only apply for a loan to cover the tuition fee element of their provision, including all costs and charges for items without which they cannot complete their qualification.

36. You can:
- 36.1. pass on professional bodies' membership fees to the learner and charge these as a requirement of enrolling, if this is needed to achieve the qualification
 - 36.2. ask a learner to pay directly for extra activities not essential to the learning, such as trips and visits
37. You cannot:
- 37.1. make it a condition that a learner takes up the optional extra provision to complete or achieve their qualification
 - 37.2. charge a learner if they need a [Disclosure and Barring Service](#) (DBS) check to participate in learning. If the learning is associated with the learner's employment, their employer is responsible for carrying out and paying for this check
 - 38.3. increase the loan fee after the qualification has been completed
38. A learner will only be eligible to apply for a loan that is either equal to (or less than) the lesser of:
- 38.1. the maximum loan amount in the learning aims section of the [find a learning aim service](#) for the qualification(s) they are undertaking
 - 38.2. your fee, as shown in the learning and funding information letter issued by you to potential learners before they apply for a loan and provided to SLC as part of the learner's loan application (see paragraph [63](#) for further details)
39. The minimum loan value a learner can apply for is £300.

Qualifications designated for loans

40. The Secretary of State for Education, acting through the ESFA, is responsible for designating the qualifications eligible to be funded through a loan. The criteria set out in the [qualification funding approval manual](#) include the following:
- 40.1. A levels and AS levels
 - 40.2. Access to higher education (HE) diplomas
 - 40.3. general and technical qualifications at levels 3, 4, 5 and 6
41. The full list of designated qualifications is in the learning aims section of the [ESFA list of qualifications approved for public funding](#) and the [find a learning aim service](#).
42. You must check [the ESFA list of qualifications](#) and the [find a learning aim service](#) that the qualification is valid for new starts on the date that the learner is due to start. You are also responsible for checking with the awarding body that the qualification is available.

43. You must have direct centre approval and, where appropriate, direct qualification approval from the appropriate awarding organisation for the regulated qualifications you are offering. These qualifications must be designated for loans and you must deliver them in line with the qualification specification and guidance set out by the awarding organisation.
44. Loans cannot be used to fund only components of qualifications or to achieve a qualification on a unit by unit basis.
45. You must provide accurate unique learner number (ULN) information to awarding organisations and ensure all information you use to register learners for qualifications is correct. More information about the [Learning Records Service](#) is available.
46. Where a learner takes out a loan for an Access to HE diploma, completes it and progresses to and completes a Student Finance England fundable HE course designated under the [Education \(Student Support\) Regulations 2011](#) at level 4, 5 or 6, the outstanding balance of the loan for the Access to HE diploma will be written off.

Number of loans allowed

47. The standard entitlement is that learners can access up to 4 loans, which they can take out either one after the other or at the same time. You are responsible for considering the ability of a learner who states an intention to apply for multiple loans for concurrent study.
48. Learners will need to apply for a loan for each qualification.
49. Within this entitlement a learner may apply for:
 - 49.1. no more than one loan to complete an Access to HE diploma
 - 49.2. up to 8 loans to undertake up to a maximum of 4 full A levels; this will be treated as one single loan entitlement (see paragraphs [50](#) to [52](#))
 - 49.3. general and technical qualifications at levels 3, 4, 5 and 6. A learner can study a full A level by either enrolling on an A level or enrolling on an AS level qualification and then progressing to an A level qualification.
50. Where a learner intends to study towards, and sit:
 - 50.1. only an A level exam, they can apply for up to 4 loans for 4 individual A levels. They can make these applications at the same time or one after the other
 - 50.2. an AS level exam, not followed by an A level exam, they can apply for up to 4 loans for 4 AS levels
 - 50.3. an AS level exam, followed by an A level exam they can apply for up to 4 loans for 4 AS levels and up to 4 loans for the corresponding A levels. In this scenario the total fee for the AS level and A level must not exceed the maximum loan amount for the A level. Providers must reduce the fee

charged to the learner for the A level(s) to take account of the prior study of AS levels.

51. If a learner enrolls on a combination of A levels and AS levels, they will be able to apply for loans to undertake up to 4 full A levels, subject to the overall limits for each learning aim type, outlined above.

52. You can access further information, including illustrative examples on recording A and AS levels in our [ILR provider support manual 2021 to 2022](#).

Recognition of prior learning

53. A learner could have prior learning that has been previously accredited by an awarding organisation or could be formally recognised and count towards a qualification. If this is the case, you must:

- 53.1. reduce the fee charged to the learner for the qualification by the percentage of learning and assessment that the learner does not need
- 53.2. check if the individual's learning and/or achievement was undertaken within the last 5 years, if not you must assess whether the learning is still valid and relevant
- 53.3. ensure prior attainment is in the personal learning record (PLR) and query any contradictory information with the learner
- 53.4. follow the policies and procedures set by the awarding organisation for the delivery and assessment of the qualification
- 53.5. not require a learner to take out a loan if their prior learning meets the full requirements of the awarding organisation to achieve the qualification or where a learner only resits a qualification assessment or examination, and no extra learning takes place

Extended Diploma

Whilst in learning

54. Where a learner undertakes a subsidiary diploma and progresses to an extended diploma at the same level, the progression can be considered as a single loan and the loan amount amended through the change of circumstance (change of learning aim) process within the maximum loan amount available for the extended diploma (see paragraphs [73](#) to [77](#)):

- 54.1. the change must be reported while the learner is still in learning on the subsidiary diploma
- 54.2. you must issue another learning and funding information letter (see paragraph [79](#))

- 54.3. a change of circumstances request through the above process must be made to cover the additional fee for the extended diploma, where the learner intends to fund that with a loan

After completing learning

55. Where a learner has previously undertaken a subsidiary diploma funded with a loan and wishes to undertake an extended diploma at the same level and in the same subject at a later date, they can apply for another loan within their overall entitlement to 4 loans. In this scenario, providers must reduce the fee charged to the learner for the extended diploma to take account of the prior study of the subsidiary diploma.

Learner Journey

56. There are 5 key stages in the learner journey that must be followed:

- 56.1. [Stage 1](#) – Issuing the Learning and Funding Information Letter.
- 56.2. [Stage 2](#) – The Learner Application.
- 56.3. [Stage 3](#) – The Initial Liability Point.
- 56.4. [Stage 4](#) – In Learning.
- 56.5. [Stage 5](#) – Completion and Achievement.

Stage 1

Learning and funding information letter

57. Before offering a loans funded place to a learner you must:

- 57.1. assess the learner's needs and aptitude for a designated loans qualification
- 57.2. use the learning provider portal to check there is sufficient funding within your loan agreement to cover the learner's loan payments due for the qualification within the funding year

58. You must issue a learning and funding information letter to all potential learners to whom you have offered a learning place and who may seek a loan for their fees. The letter must provide the learner with the information they need:

- 58.1. to decide whether to apply for a loan
- 58.2. to complete their loan application if they wish to do so

59. You must use the [standard template](#) for the letter and include:

- 59.1. the standard text as set out in the template letter
- 59.2. the UK provider reference number (UKPRN)

- 59.3. the learning aim reference number
 - 59.4. the title of the designated loans qualification
 - 59.5. the learner start date and planned end date
 - 59.6. the address, including postcode, to confirm where the loans provision will take place
 - 59.7. the fee charged to the learner
60. The maximum loan amount available for the qualification as published on the learning aims section of the [find a learning aim service](#) and in the [ESFA list of qualifications for public funding document](#). You must not complete a loan application online or in paper form on behalf of a learner or influence a learner's decision to apply for a loan.
61. You must retain a copy of the completed learning and funding information letter for each learner in the learner file (see paragraph [126](#) and, if applicable, a copy of an updated learning and funding information letter when there is a change to a learner's qualification or fees.
62. There is a separate learning and funding information letter and loan application process for learners in custody, see [annex 2](#), paragraphs [2](#) to [4](#).

Stage 2

Learner application

SLC will assess a learner's loan application against the eligibility criteria and if approved, and the learner attends the learning, they will make scheduled loan payments to you on behalf of the learner.

SLC will give you access to their [learning provider portal](#) (an interactive web-based service that will act as the main channel of communication between you and SLC). You will be able to see the status of a learner's loan application using the portal.

63. You must provide SLC with the information they need to administer loans in line with [SLCs service standards](#). The information provided to SLC must match the information you report in the ILR when the learner commences their learning. We will monitor the data reported in the ILR and the data held by SLC and take action where we find discrepancies.
64. When a learner's loan application has been approved and they have started their learning (see paragraph [66](#)) you must confirm the learner's attendance to SLC through the learning provider portal at the appropriate time, including initially after 14 days on course and at the quarterly attendance confirmation points thereafter (see paragraph [72](#)).

65. The start date is when activity directly related to the qualification has begun. This would not include enrolment, induction, prior assessment, diagnostic testing or similar activity.

66. The planned duration of the qualification must be reported accurately to SLC and in the ILR. If the planned duration is found to have been reported incorrectly to SLC, you must notify SLC so they can correct the payment profile. You must not change the planned end date you report in the ILR simply because the learner goes beyond it.

Stage 3

Initial liability point

67. You can only confirm a learner has started their learning after 2 weeks (14 days) of attendance and you must only report the advanced learner loans indicator in the ILR once the learner has been approved for a loan.

68. Learners become liable for their loan 2 weeks after their start date; this is referred to as the 'initial liability point' and will either be:

68.1. two weeks from the qualification start date, as shown on the loan application form or

68.2. two weeks after the learner started their learning if they started at a later date than the one given on the loan application form (in this case you must inform SLC about the change to the start date through the learning provider portal before you confirm the learner's attendance - please refer to [SLCs learning provider portal user guide](#)). You must accurately record the learner's unique learner number (ULN) in the learning provider portal before you can confirm their attendance

69. You must ensure you register the learner with the awarding organisation within the timescales set by the awarding organisation.

70. If a learner leaves their qualification before the initial liability point, or if a learner has never attended, you must confirm this to SLC using the learning provider portal. You must not claim any funding from the SLC.

71. You must not report the advanced learner loans indicator in the ILR or claim the loans bursary fund for any support costs if the learner did not pass the liability point.

Stage 4

In learning

72. When a learner has passed the initial liability point, you must confirm their attendance to the SLC using the learning provider portal, on a quarterly basis on 1 November, 1 February, 1 May and 1 August.

If a learner's circumstances change

73. If a learner's details or circumstances change, or you identify the information is incorrect on the SLC portal, you must tell the SLC as soon as you are aware and before all scheduled payments made by the SLC on behalf of the learner are made.

74. This will reduce the risk of inconsistencies between the SLC portal and the ILR and the risk of a learner becoming legally responsible for a loan for a qualification they are no longer studying.

75. You must ensure that learners are aware that they have a responsibility to keep the SLC informed of any changes to their circumstances. We will monitor loans data to ensure that funding does not continue to be provided for learners who are reported in the ILR as withdrawing from their qualification.

76. The following reasons may result in a learner's details or circumstances changing from the information they supplied in their initial application:

76.1. a change in personal details which are recorded to identify a learner

76.2. a change in provider

76.3. a change of learning aim

76.4. a change of loan amount or the fee you charge (see paragraph [78](#))

76.5. cancellation of an application

76.6. withdrawal from the qualification

76.7. taking a break from learning or suspending or resuming learning

77. Only a learner can make a request to SLC to change their personal details or to request an increase in their loan amount.

78. If the qualification or fees change, you must provide the learner with another learning and funding information letter in advance of the change being implemented.

79. There must be no fee increase after the course end date.

80. You can find detailed information and guidance on managing changes of circumstance on SLC's [learning provider services website](#).

81. Further information about managing changes of circumstances for learners in custody is given in [annex 2](#).

Breaks in learning

82. You must record the date a learner takes a break in learning and the date they restart their learning in the ILR. Further guidance on recording breaks can be found in the [ILR provider support manual 2021 to 2022](#).

83. You must have evidence that the learner agrees to return and continue with the same learning aim; otherwise, you must report the learner as withdrawn. When the

learner returns to learning, you must re-plan and extend the remaining delivery as required.

84. You must not use a break in learning for short-term absences, such as holidays or short-term illness.

Learner transfers

85. If a learner changes provider during their learning, you must inform the SLC through the learning provider portal and the learner must be marked as a withdrawal from your organisation. You must also make sure that you update this information on the ILR.

86. Where late notification of withdrawal results in an overpayment, the SLC will recover this overpayment from your future loan payments. If you have insufficient future loan payments, the SLC will ask you to repay any overpayment.

87. Learners transferring with an intention to continue their qualification and access further loans support will be required to apply for an additional loan.

88. If a learner transfers to your organisation, you must ensure that a new learning and funding information letter is issued to them, including a fee which takes account of any prior learning or attainment not necessary to be repeated or charged for.

Retrospective applications and changes

89. A learner can apply for a loan retrospectively after the initial liability point but it must be while they are still undertaking the qualification. If the loan is approved by the SLC and the learner has already paid fees to you, then you must refund the full amount to the learner to avoid double funding.

90. A change of circumstances can also be raised retrospectively, if necessary. You must ensure that this is submitted by the learner while the qualification is being undertaken.

Stage 5

Completion and achievement

91. When a learner has completed and achieved their designated loans qualification you must follow your awarding organisation's procedures for claiming the relevant certificate and ensure this is given or forwarded to the learner. You must evidence in the learner file that you have done this.

Advanced learner loans bursary fund

We provide a loans bursary fund to help vulnerable and disadvantaged loan funded learners to overcome costs associated with study which may prevent them from taking part in or continuing in learning.

The loans bursary fund provides the following:

- **learner support** funding for financial hardship, childcare and residential support
- **learning support** activity for 'in-learning' support, such as support for teaching assistants or reasonable adjustments under the [Equality Act 2010](#). Details of support for those learners in custody or released on temporary license can be found in [annex 2](#)
- **area cost uplift** is available to eligible providers and reflects the cost of delivering provision in some parts of the country

92. In using your loans bursary funding, you must:
- 92.1. use your loans bursary fund only for learners who have a loan approved by SLC and who have a need which has been assessed by you
 - 92.2. prioritise vulnerable groups and disadvantaged learners
 - 92.3. ensure you keep sufficient funding to provide the learning support we refer to in paragraphs [96](#) to [98](#)
 - 92.4. consider using either AEB or loans bursary to support specific provision funded by either AEB or advanced learner loans where a learner is on 2 courses at the same time
 - 92.5. make it clear to learners if they are in receipt of any state benefits it is their responsibility to inform the Department for Work and Pensions (DWP) about any learner support they receive from you, as the learner support payment may impact those benefits
 - 92.6. have recorded criteria for how you will administer and distribute your funds, these must reflect the principles of equality and diversity and be available to learners and us on request
93. You may claim loans bursary fund if learning continues past the planned end date and the learner still needs support to complete their course.
94. If you are funded through a grant for your AEB provision, you can claim up to 5% of your loans bursary expenditure for learner support on administration costs.
95. You must not use your loans bursary funding:
- 95.1. to cover costs and charges for items without which a learner could not complete their course. These must be charged only in the course fee

- 95.2. to transfer funding between your loans bursary and your AEB
- 95.3. for a learner carrying out a higher education course or learning aims fully funded from other sources including other SLC finance
- 95.4. to pay weekly attendance allowances, achievement and attendance bonuses including any up-front incentive cash payment
- 95.5. for learner support for learners in custody or released on temporary licence

Learner support

96. Learner support is available to provide financial support for learners with a specific financial hardship preventing them from taking part or continuing in learning. Before you award support to a learner, you must identify their needs within the following 'categories':

- 96.1. hardship funding – general financial support for vulnerable and financially disadvantaged learners to support participation
- 96.2. 20+ childcare funding – for learners aged 20 or older on the first day of learning who are at risk of not starting or continuing learning because of childcare costs
- 96.3. residential access funding – to support ESFA funded loans learners (where they need to live away from home)

Learner support: hardship

97. You can support learners based on their financial needs and local circumstances. Types of support include:

- 97.1. course related costs, including course trips, books and equipment (where these costs are not required to be part of the fee)
- 97.2. transport costs for getting to and from a course
- 97.3. professional membership fees and any fees or charges due to external bodies related to the course
- 97.4. exceptional support with domestic emergencies and emergency accommodation provided by others, or by providing items, services or cash direct to the learner. This can be in the form of a grant or repayable loan provided by you for course related costs

Learner support: childcare for learners aged 20+

98. You can only use loans bursary funding to pay for childcare with a childminder, provider or childminder agency who is registered with Ofsted.

99. You must not use loans bursary funding to:
- 99.1. fund informal childcare, such as that provided by a relative
 - 99.2. set up childcare places or to make a financial contribution to the costs of a crèche
 - 99.3. fund childcare for learners aged under 20 years of age on the first day of learning; instead you must direct them to the ESFA's [‘care to learn’ programme](#)
 - 99.4. top up childcare payments for learners aged under 20 years receiving funding from ‘care to learn’

Learner support: residential support

100. You can use the loans bursary to provide residential funding to support learners who receive specialist provision which involves a residential element or to support learners who cannot access provision locally. The fund can help learners in private accommodation or in accommodation you own or manage.

101. You must:

- 101.1. set out the criteria and procedures for considering and agreeing applications for residential support from your loans bursary funds
- 101.2. give priority to learners who need accommodation and only pay for travel costs in exceptional circumstances

Learning support

102. Learning support is available to meet the cost of putting in place a reasonable adjustment, as set out in the [Equality Act 2010](#), for learners who have an identified learning difficulty or disability, to achieve their learning goal.

103. Learning support must not be used to deal with everyday difficulties that are not directly associated with a learner’s learning on their programme.

104. You must:

- 104.1. carry out a thorough assessment to identify the support the learner needs
- 104.2. agree with the learner and record the outcome of your assessment in the learner file; ensuring all evidence of the assessment of the needs, as well as of planned and actual delivery is included

Exceptional learning support claims above £19,000

105. Learners who need significant levels of support to start or continue learning which they are funding with a loan can get access to exceptional learning support (ELS) if their learning support costs more than £19,000.

106. Learners aged 19 to 24 requiring significant levels of support would normally be expected to have an education, health and care (EHC) plan provided by their local authority and therefore would access funding from their local authority.

Area costs

107. If a learner funded through a loan attracts area cost uplift funding, this will be calculated automatically based on information recorded by you in the ILR about where the learning takes place (as reported in the 'delivery location postcode' field).

108. The total area cost uplift is equally spread across the planned length of the learning aim recorded on the ILR.

109. Only learners who have an approved loan funded by SLC are eligible for area costs uplift funding. If a learner did not take up a loan or did not pass the initial liability point you must ensure you remove the advanced learner loans indicator from the ILR.

110. We detail area cost uplifts by region in [annex 1](#).

Loans bursary funding rates

Contract funded providers

111. If you are funded for your AEB provision through a contract, or only hold a loans agreement/contract and loans bursary fund agreement/contract with ESFA, you can claim loans bursary funding at 3 different monthly rates:

111.1. rate 1 (£50) – low-cost learner support, not including childcare and residential

111.2. rate 2 (£150) – learning support recognising the learner could have learner support needs as well

111.3. rate 3 (£250) – residential or childcare support recognising the learner could have other learning support or learner support needs as well

112. You can only claim one rate for each learner each month, but you can claim a different rate each month to reflect the needs of the learner being supported.

Grant funded providers

113. If you are grant funded for your AEB provision and hold a loan agreement/contract and bursary fund agreement/contract you must only claim rate 2 (£150) for learners needing learning support. You must claim the actual cash value for learner support (hardship, childcare and residential).

All providers

114. If you plan to deliver loan funded designated qualification in less than one month and the learner is receiving learning support, you must claim the full value of the learning support through the earnings adjustment statement (EAS).

115. We expect the total you claim using the fixed rates, to cover the costs of supporting that learner. If the cost of providing support to a learner goes above the total earned from the fixed monthly rate, you can claim the excess through the EAS. You must have evidence to support the excess claim.

Providing evidence: advanced learner loans and loans bursary fund

116. You must hold evidence to assure us that you have delivered education and training which learners have chosen to fund through loans, in line with our loan agreement/contract and bursary fund agreement/contract and these funding rules. Most evidence will occur naturally from your normal business process.

117. You must hold evidence that supports the data held by the SLC and ensure that both the SLC and data reported in the ILR to reflect that evidence are consistent.

Learner file

118. You must have a learner file for each learner who chooses to fund their education and training with a loan.

119. The learner file must contain evidence to support the loans payments you receive on behalf of a learner from the SLC, or loans bursary funds you have received from us, and must be available to us if we need it.

120. You and the learner must confirm the information in the learner file is correct and, therefore, the information you have reported to the SLC through the learning provider portal and to us in the ILR is correct.

121. You must ensure that the actual end date recorded on the ILR reflects the last date there is evidence in the learner file.

122. You must ensure that the planned end date in the ILR reflects the duration agreed with the learner at the start of the learning and which was reported to the SLC at the time of application.

123. If the time spent in learning is short, the level of evidence in the learner file would reflect this.

124. Where you hold information centrally, you only need to refer to the source.

125. You must keep a copy of the learning and funding information letter issued by you to the learner, and a copy of any updated learning and funding information letters, if applicable, in the learner file.

126. The learner file must confirm the following:

126.1. all information reported to us in the ILR and the EAS, and to the SLC through the learning provider portal, and if it applies, the supporting evidence of the data you report

126.2. a description of how you will deliver the learning and skills and how the learner will achieve this

126.3. the fee you are charging, including details of any learner or employer contribution, and information on prior learning that affects the learning or the fee

- 126.4. support needs identified including how you will meet these needs and the evidence of that
- 126.5. all records and evidence of achievement of the designated loans qualification. This must be available within 3 months of you reporting it in the ILR
- 127. You must hold evidence:
 - 127.1. that the learner exists
 - 127.2. to confirm the address, including the postcode, where provision is being delivered
 - 127.3. that the learning activity which the learner is funding with a loan is taking place or has taken place
 - 127.4. that the achievement of the qualification achieved following the designated loan qualification is certified (that is, a certificate has been issued by an awarding organisation or held in the PLR)
 - 127.5. of why other funding has been claimed, such as learning support and learner support through the loans bursary fund

Confirmation and signatures

- 128. The learner must confirm the information is correct when it is collected. You must have evidence of this, which can include electronic formats.
- 129. We accept electronic evidence, including digital signatures, but you must have wider internal systems and processes in place to assure us that learners exist and are undertaking the designated qualification their loans are funding.
- 130. You must keep effective and reliable evidence. You are responsible for making the evidence you hold easily available to us when we need it.

Self-declarations by learners

- 131. All learner self-declarations must confirm the learner's details and describe what the learner is confirming.
- 132. If a learner self-declares prior attainment, you must check this in the PLR and challenge any contradictory information with the learner. The PLR will not necessarily override the learner's self-declaration.

Recording data on the ILR

133. You must accurately complete all ILR fields for loans-funded learners and make ILR returns as required in the ILR specification and the provider support manual. Where your data does not support the funding you have received from SLC or claimed from the loans bursary, we will take action to get this corrected and could recover funds or require you to make repayments to the SLC.

134. You must make sure that data recorded on the ILR matches the information that you have reported to the SLC on the learning provider portal. We will monitor the consistency of data and will ask you to make corrections if we are not satisfied that the information reported to us or the SLC is correct.

135. You must not report a learner as being loans funded and/or claim loans bursary funding if they do not yet have an approved loan with the SLC.

Performance management

Forward planning and robust control of your loans facility is essential to ensure the loans programme is effectively managed and responsive to learners.

We will support growth of high quality provision that offers learners clear routes into and through employment and supports progression to higher level skills.

We will take formal action if your performance is poor and/or you do not fulfil the requirements set out in these rules and your agreement /contract with us.

Advanced learner loan facility

136. This section sets out the principles by which we will manage your performance in the 2021 to 2022 funding year.

137. We will use our approach to funding to make sure learning provision is of a high quality. We will use your track record to assess your ability to deliver education and training to the required standard. We will not increase your allocation through our performance-management process and may reduce or remove your allocation if one or more of the following is true:

137.1. your Ofsted grade is inadequate

137.2. you are in formal intervention for minimum standards or inspection

137.3. you have been issued with a notice for financial management and control

137.4. you have been issued with a notice to improve, additional conditions of funding or additional contractual obligations in relation to minimum quality standards for 19+ education and training

137.5. you have significantly under delivered against your contract value in previous years

137.6. you are subject to an investigation for breach of contract and/or failed audit

138. As part of our financial assurance work, we will continue to monitor compliance with the funding rules. We will contact you where we identify you have submitted data that does not meet our funding rules and ILR requirements. We will require you to correct inaccurate ILR and EAS data.

139. You will receive payments from the SLC based on information you provide through their learning provider portal about the learners who pay for their learning with you in part or in full with a loan.

140. You must operate within your loan agreement/contract. The SLC will stop accepting new loan applications for your organisation if the value of your approved,

attended and paid loans exceeds your loans agreement/contract. You may also be required to repay any funds you have been paid in excess of your agreement/contract.

141. You must ensure you meet the cost of learners that span multiple funding years from your loans facility agreement/contract.

142. We will use information from the SLC on your loans commitments within the funding year (accounting for approved, attended and paid loans) to monitor your performance.

143. We will take account of your performance in 2020 to 2021 and 2021 to 2022 when setting your facility for 2022 to 2023.

144. We reserve the right to increase or decrease the number of performance management reviews we operate.

145. We will monitor your facility throughout the year and reserve the right to make changes to your allocation due to policy changes in year.

Advanced learner loan bursary

146. You must only use your loan bursary allocation to support learners funded through a loan.

147. We will take account of your performance in the funding years 2020 to 2021 and 2021 to 2022 when setting your bursary allocation for 2022 to 2023.

Grant funded providers

148. If you are grant funded for your AEB provision you will receive your loan bursary funding allocation in three stages (that is, you will receive three 'profile' payments).

- 50% in August 2021
- 25% in January 2022
- 25% in April 2022

149. You must provide the following three funding claims, giving details of the amount of loan bursary funding you have used:

- the mid-year funding claim, including a forecast of your spending for the rest of the year
- the year-end forecast claim, including a forecast of your spending for the rest of the year
- the final funding claim

150. You must make your funding claims in line with the [funding claims](#) 2021 to 2022 guide. We will publish this in autumn 2021 on GOV.UK and it will contain more information on the claim process, evidence we need and audit.

151. Using your mid-year funding claim (February) we will compare the amount of loan bursary funding you have used with your loan bursary allocation and reconcile your

bursary allocation. We may adjust your payment in April 2022 to reduce reconciliation following [the final funding claim](#).

152. At the end of the year, we will compare the amount of loan bursary funding you have used with your loan bursary allocation. We will not make an automatic payment for any delivery above your contract value.

153. You must pay back all loan bursary funding you have not spent. We will confirm the value of funding you must pay back in your reconciliation statement. The reconciliation statement will be shared with you via Manage Your Education and Skills Funding (MYESF).

154. We will use information from the latest validated ILR and EAS data you provide to review your actual spend on learner support, learning support and the area cost uplift for learners funded through a loan.

155. If you have not completed your ILR data correctly, we may reduce your loan bursary allocation.

Providers funded through a contract

156. We will pay you each month for eligible learners up to your loan bursary value for the funding year. We will not make an automatic payment for any delivery above your contract value. We will calculate the value of funding using the latest validated ILR and EAS data you provide.

157. We will monitor your earnings against your bursary allocation and may adjust your allocation in line with your earnings. We will contact you if we need to amend your loan bursary allocation.

Reviewing your performance

158. We will review your performance at 2 set points throughout the year.

- October 2021: first review point for increases, reductions and new requests
- January 2022: second review point for increases, reductions and new requests

159. The review point timetable is set out in [annex 3](#).

160. To ensure consistency, at the review points, we will reduce your facility if your performance against the standard national profile (see [annex 4](#)) is outside the tolerance. The tolerance levels we will apply are set out in [annex 3](#). We will also review your bursary allocation at the same point.

161. The reduction we make will reflect some or all of the value that has not been utilised outside of the tolerance. This means we will reduce your loan facility (or bursary allocation) for the remainder of the year by the same percentage we reduce your year to date loan facility (or bursary allocation) by. We will not change this approach unless we consider there are exceptional circumstances.

162. We will apply the reduction unless:

- your historic delivery pattern is significantly different to the standard national profile
- you demonstrate that you were impacted by data issues that were outside of your control
- the amount you are below profile is less than £25,000

163. If you do not require your full loan facility or bursary allocation you can request for it to be reduced (or removed) at the review points.

Increases to your loans facility or loan bursary allocation

164. At each review point, we will distribute additional increases through a formulaic calculation based on performance (not through a provider bidding/business case approach). We will assess the value of your approved, attended and paid loans for the 2021 to 2022 funding year when awarding facility increases. The increases will be based on your year-to-date performance, the tolerances in [annex 3](#), maximum growth limits in paragraphs [167](#) to [169](#) and affordability.

165. We may increase your loan facility if funds are available and you meet the following criteria:

166.1. You have delivered and met the criteria for increases against the standard national profile at the review points ([annex 3](#))

166.2. The value of increase is in line with the limits set out in paragraphs [167](#) to [169](#)

166.3. You have a good track record (see paragraph [138](#)) including the accuracy of ILR returns in the past (where applicable)

166. 4. You are not in formal intervention with the ESFA and not under additional conditions of funding or additional contractual obligations

166.5. We have agreed you have an exceptional case if you do not meet the criteria at paragraphs [166.1](#) to [166.4](#) and want to be assessed for growth. You will need to raise your case with your territorial team lead and complete the exceptional case template before the review point if you want to be considered and do not meet the above criteria. If your case is accepted your increase will be subject to the standard formulaic calculation.

166. If at 1 August 2021, you have a 2021 to 2022 loan facility of up to £100,000, a maximum growth limit of £50,000 will apply for the entire funding year.

167. If at 1 August 2021 you have a 2021 to 2022 loan facility greater than £100,000, a maximum growth limit of £1,500,000 or 50% of your 2021 to 2022 loan facility value as at 1 August 2021 (whichever is lower), will apply for the entire funding year.

168. The maximum amount of growth you can receive at a single review point is £750,000.

169. Your growth will be limited to £250,000 for the entire funding year, regardless of your loan facility value if:

- your overall Ofsted grade is requires improvement
- you have not yet had an Ofsted inspection
- You have not yet had your qualification achievement rates assessed against our minimum quality standards

170. We will assess your loan bursary delivery for the 2021 to 2022 funding year when awarding bursary increases. We will review the size of your loan facility when considering a bursary increase. We would not expect your bursary allocation to exceed more than 20% of your loan facility. This does not include possible area cost uplifts.

171. If you are applying for a loan bursary for the first time, the minimum amount you can request is £500. Your bursary allocation should be proportionate to the size of your loan facility.

172. We will calculate the amount of additional funding offered to providers who meet the criteria set out in paragraph [165](#) using a nationally consistent methodology.

173. It is important that you make timely and accurate data returns at the review points, as this will help us to ensure your allocation is set at the correct level.

174. If we offer you an increase and you do not have the capacity to deliver the additional funding, you can decline the additional funding or reduce the amount. We will assume you can deliver the additional funding and issue a contract variation unless you let your territorial team lead know otherwise.

175. Should you fail to gain the amount of growth required to fulfil demand, you must signpost any learners who have not yet had their loans applications approved to alternative providers or refer them to the National Careers Service.

Requesting a loan facility and/or bursary for the first time

176. At each review point, you can request an advanced learner loan facility and bursary (if required) for the first time by using the [advanced learner loan facility: first time facility request form 2021 to 2022](#). You must provide information on the form about your loans delivery model, quality assurance arrangements and the qualifications and sector subject areas that you propose to offer. You must also give details of any innovative approaches and describe how the provision will enhance learner choice.

177. You must send your advanced learner loan facility: first time request form 2021 to 2022 by the deadlines in [annex 3](#). We will not accept any forms that you send after the deadline or to a different agency entry point, for example email. More information will be available when the request form is published.

178. We will issue a new loan facility and, if requested, loan bursary allocation, following an assessment of the information you provide on the advanced learner loan facility: first time facility request form 2021 to 2022 if you meet our criteria for awarding a facility for the first time.

179. The maximum loan facility you can apply for is £50,000 for the entire 2021 to 2022 funding year.

180. The minimum loan bursary you can apply for is £500. Your bursary allocation should be proportionate to the size of your loan facility.

181. We will assess your request in line with the timetable published at [annex 3](#) following the process set out in [annex 6](#).

Our criteria for increasing your facility and/or bursary and awarding a facility for the first time

	Increase	First time facility
You meet the threshold for facility growth	✓	
You have a good track record (see paragraph 139)	✓	✓
You can evidence there is demand from employers and learners		✓
You are not in formal intervention with the ESFA and not under additional conditions of funding or additional contractual obligations	✓	✓
We are confident that awarding you an increase to your loan facility/ a new loan facility is a good use of public funds	✓	✓
The SLC confirm you are compliant with its service standards for managing learner attendance, withdrawals and changes of circumstances through the learning provider portal	✓	
You are making timely and accurate ILR returns and our monitoring shows you are recording the ILR appropriately compared to SLC records	✓	
You currently hold an adult education budget or apprenticeship funding agreement/contract, and have held it since at least the 2019 to 2020 funding year		✓
You have been inspected by Ofsted and received an overall grade of good or outstanding		✓

Annex 1: area cost uplifts by region

London A 1.20	London B 1.12
Camden	Barking and Dagenham
City of London	Bexley
Greenwich	Havering
Islington	Redbridge
Kensington and Chelsea	Barnet
Lambeth	Enfield
Southwark	Waltham Forest
Westminster	Bromley
Wandsworth	Croydon
Hackney	Kingston upon Thames
Tower Hamlets	Merton
Lewisham	Richmond upon Thames
Newham	Sutton
Haringey	Brent
Hammersmith and Fulham	Ealing
	Harrow
	Hounslow
	Hillingdon

Bedfordshire and Hertfordshire non-fringe 1.03		
Central Bedfordshire	North Hertfordshire	Stevenage
Bedford	Luton	

Berkshire, Surrey and West Sussex fringe 1.12		
Bracknell Forest	Runnymede	Reigate and Banstead
Crawley	Slough	Tandridge
Elmbridge	Spelthorne	Waverley
Epsom and Ewell	Surrey Heath	Windsor and Maidenhead
Guildford	Woking	Mole Valley

Berkshire non-fringe 1.12		
Reading	Wokingham	West Berkshire

Buckinghamshire non-fringe 1.07		
Aylesbury Vale	Milton Keynes	Wycombe

Hampshire and Isle of Wight 1.02		
Basingstoke and Deane	Hart	Rushmoor
East Hampshire	Havant	Southampton
Eastleigh	Isle of Wight	Test Valley
Fareham	New Forest	Winchester
Gosport	Portsmouth	

Cambridgeshire 1.02		
Cambridge	Huntingdonshire	South Cambridgeshire
East Cambridgeshire	Peterborough	Fenland

Hertfordshire and Buckinghamshire Fringe 1.10		
Broxbourne	South Buckinghamshire	Watford
Chiltern	St Albans	Welwyn Hatfield
Dacorum	Three Rivers	East Hertfordshire
Hertsmere		

Kent and Essex Fringe 1.06		
Basildon	Harlow	Thurrock
Brentwood	Sevenoaks	Dartford
Epping Forest		

Oxfordshire 1.07		
Cherwell	Vale of White Horse	West Oxfordshire
Oxford	South Oxfordshire	

West Sussex Non-fringe 1.01		
Adur	Arun	Worthing
Chichester	Horsham	Mid-Sussex

Annex 2: Advanced learner loans for learners in custody

Learner eligibility

1. In addition to the learner eligibility criteria set out in paragraphs [14.1](#) to [14.3](#) offenders must also:
 - 1.1. have the right to stay in the UK after completing their sentence.
 - 1.2. Not be subject to a deportation order.
 - 1.3. be serving a sentence of imprisonment in England.
 - 1.4. have the approval of their prison governor director or other appropriate authority to study the designated loans qualification the loan will fund.
 - 1.5. be within 6 years of their release date.

Learning and funding information letter and loan application

2. There is a separate learning and funding information letter for learners in custody.
3. Learners in custody must make loan applications on the [standard paper-based loan application form](#) which you can download from GOV.UK. The application must be accompanied by an SLC prisoner application proforma (available from the Learning and Skills Manager within the prison) or a letter from the prison governor or director (or their representative).
4. The proforma or governor's letter must confirm information such as the learner in custody's release date and permission for the learner in custody to study. If the learner does not have the required evidence of their identity (such as a passport or birth certificate), the proforma or the governor's letter must also confirm the learner in custody's identity.

If a learner's circumstances change: learner in custody

5. Undertaking learning in custody is likely to lead to more frequent changes in circumstances. You must inform the SLC when a learner in custody's circumstances change (for example, if they are released from prison, transfer to another prison or change or withdraw from the qualification their loan is funding).

If an existing learner is sent to prison

6. If an individual undertaking a designated loans qualification is sent to prison, they may be able to continue their studies while they are in custody. The individual will have to meet the eligibility criteria for learner in custody as set out in paragraph [1.1](#) to [1.5](#), including the prison governor's confirmation that the qualification is appropriate.

Changes in circumstances that affect eligibility for a loan

7. When the prison governor or other appropriate authority decides a learner in custody eligibility for a loan has changed (for example, if a further conviction makes the qualification inappropriate), or the offender's release date is extended beyond the maximum time period:

- 7.1. the learner in custody must be withdrawn from their qualification.
- 7.2. the prison governor or their representative must inform you.
- 7.3. you must tell the SLC through the learning provider portal.

8. The learner in custody will still be liable for repaying loan payments made before the withdrawal

Transfers between prisons

Guidance to prison governors advises them to avoid transferring learners in custody in loan-funded learning where possible. This section describes what happens when this is not possible.

9. There are times when a learner in custody will be transferred between prisons in England. If the same provider operates in both prisons, the transfer will be treated as a 'change to personal details' change of circumstance. The learner in custody must inform the SLC about the change.

10. If the prisons have different providers:

- 10.1. the transfer will be treated as a withdrawal from the qualification, using the process for those with compelling personal reasons.
- 10.2. you must inform the SLC about the withdrawal, through the learning provider portal.
- 10.3. the learner in custody must make a new loan application if the provider in the prison the learner in custody is transferred to can offer a comparable qualification.

11. The prison governor or other appropriate authority at the receiving prison must give permission for the learner in custody to study the qualification (see paragraph [4](#)).

12. The provider in the prison the learner in custody is transferred to must take account of the learner in custody's prior attainment when setting the fee for the rest of the qualification.

13. The 2 providers must work together to provide continuity of delivery of the learner in custody's qualification.

14. If there is no comparable qualification offered by the provider in the receiving prison, the learner in custody must withdraw from the qualification their loan is funding

and remains liable for loan payments made in respect of attendance on the qualification at the original prison.

15. The learner in custody may subsequently (for example on release) be able to apply for a further loan (under compelling personal circumstances) to complete the original qualification.

16. If a learner in custody with a loan transfers from an English prison to a prison in Wales, they must leave their loan-funded qualification, using the process for those with compelling personal reasons.

17. Before the transfer, the prison governor or their representative must inform you, and you must inform the SLC through the learning provider portal. If there is a comparable qualification available in the prison in Wales, the learner in custody may be able to complete the remainder of the qualification (education remains publicly funded in Wales).

18. The learner in custody will still be liable for repaying loan payments made to the provider in England up to the point they leave their qualification.

19. If a learner in custody who has already started a designated loans qualification at a prison in Wales transfers to an English prison, they may need to apply for a loan if they want to continue the qualification. The provider should take account of the prior learning when setting the fees for delivery of the remainder of the qualification.

The period leading up to an offender being released, and the release itself

20. A learner in custody may be released on temporary licence to commence a designated loans qualification with a provider with a loans agreement from us. The intention is likely to be that this learning will continue post-release.

21. The learner in custody must still meet the additional eligibility criteria set out in paragraph [1.1](#) to [1.5](#).

22. The loan application must be made in the same way as those from offenders in custody and accompanied by an SLC prisoner application proforma, or a letter from the prison governor (or their representative) to confirm the information, such as the learner in custody's release date and their permission for the learner in custody to study, see paragraph [3](#).

23. Where a learner in custody who started a loan-funded qualification in custody is released on temporary licence they may be able to continue their studies with a provider with a loans agreement from us. If this involves a change of provider:

- 23.1. the learner in custody must withdraw from their loan-funded qualification in custody, using the process for those with compelling personal reasons and apply for another loan for their study with the new provider

- 23.2. the prison governor or their representative must inform the provider about the withdrawal
 - 23.3. the provider must then inform the SLC through the learning provider portal
 - 23.4. the new provider must take account of the learning the learner in custody completed in custody when setting the fee for the delivery of the remainder of the qualification
24. A learner in custody who started a loan-funded qualification towards the end of their sentence, may be able to continue their studies with an eligible provider who has a loans agreement from us on release. If this involves changing provider:
- 24.1. the learner in custody must withdraw from the qualification, using the process for those with compelling personal reasons, and apply for another loan with their new provider
 - 24.2. the prison governor or their representative must tell the provider about the withdrawal and the provider must tell the SLC about the withdrawal using the learning provider portal
 - 24.3. the new provider must take account of the learning the learner in custody completed in custody when setting the fee for the delivery of the remainder of the qualification

Advanced learner loans bursary fund: learning support

25. The loans bursary fund provides learning support activity for 'in-learning' support such as support for teaching assistants or reasonable adjustments under the [Equality Act 2010](#). This includes learning support for learners in custody or released on temporary licence.

Annex 3 review points

Table 1. Advanced learner loan performance-management review points, tolerances and minimum thresholds

	October Review Point (increases and reductions)	January Review Point (increases and reductions)
In scope for changes (increases calculated by ESFA, there will be no growth form)	For periods 1 to 12 Advanced learner loan facility Advanced learner loan bursary	For periods 1 to 12 Advanced learner loan facility Advanced learner loan bursary
Criteria for increases	Value of approved, attended and paid loans is at least 75% of your total facility	Value of approved, attended and paid loans is at least 90% of your total facility
Tolerance for under delivery against profile to date	10% of cumulative profile to October ¹	5% of cumulative profile to January ¹
Lower threshold for loan facility value adjustments	£25,000 ¹	£25,000 ¹
Exception case form available from territorial team leads	1 October 2021	5 January 2022
First time request form published on GOV.UK	1 October 2021	5 January 2022
Requests for exception cases to be received by	8 October 2021 ¹	14 January 2022 ¹
Requests for first time facilities to be received by	15 October 2021	21 January 2022
Latest delivery information taken from the SLC	15 October 2021 ¹	14 January 2022 ¹
Providers told the outcome of Review Point and/or request for new loans facility	Week commencing 8 November 2021	Week commencing 7 February 2022

¹ Not applicable to new loan facilities

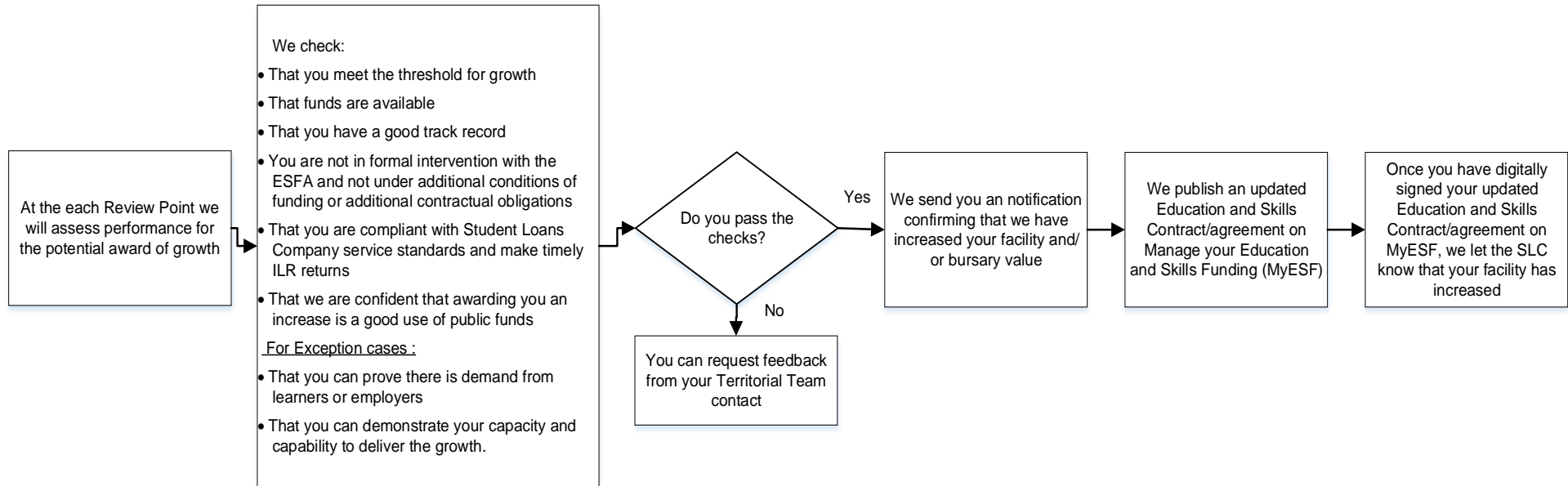
Annex 4 – Standard national profiles

The following tables refer to P1 to P12. These represent the funding year periods where P1 is August and P12 is July.

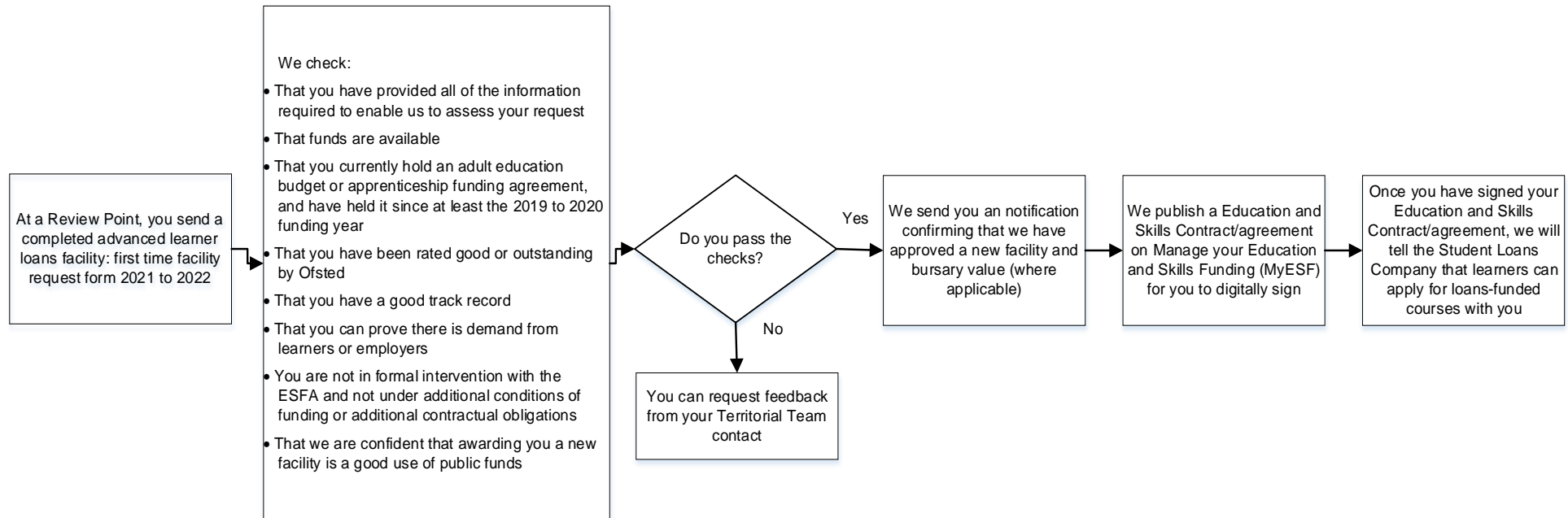
Table 1. Advanced learner loan facility standard national profile

	P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12
Advanced learner loan facility monthly profile	0.77%	8.60%	8.96%	8.93%	8.99%	9.22%	8.81%	8.89%	9.29%	9.18%	9.22%	9.14%
Advanced learner loan facility cumulative profile	0.77%	9.37%	18.33%	27.26%	36.25%	45.47%	54.28%	63.17%	72.46%	81.64%	90.86%	100.00%

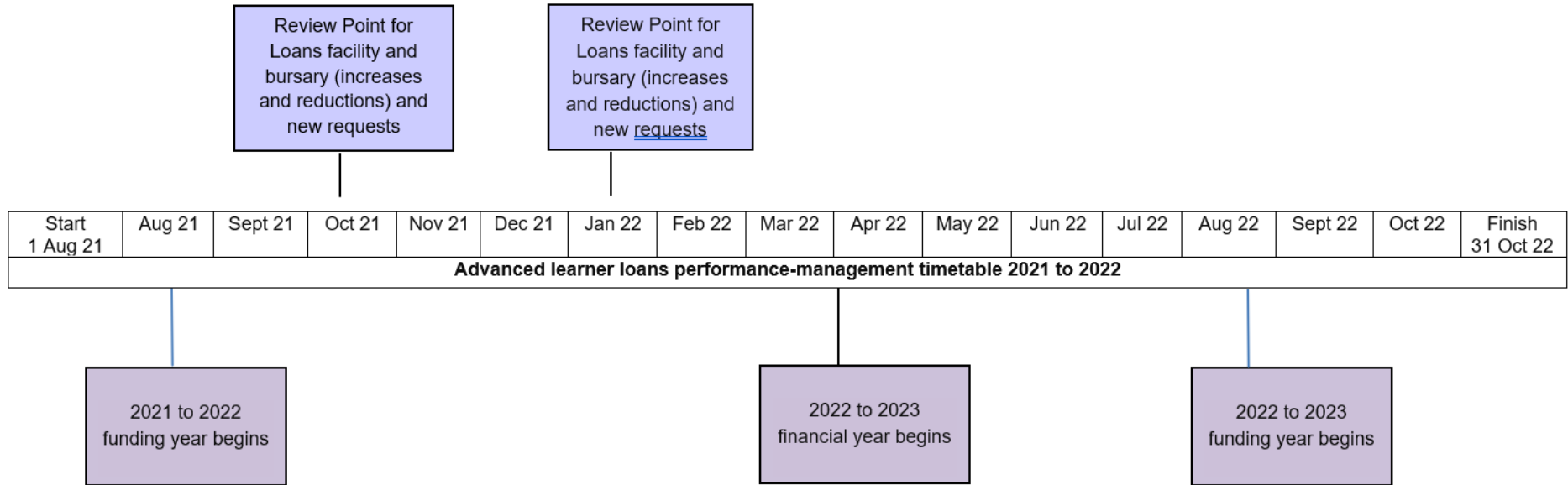
Annex 5 – Process for awarding an increase to an advanced learner loan facility and loan bursary



Annex 6 – Process for requesting an advanced learner loan facility and loan bursary for the first time



Annex 7 – Advanced learner loan performance-management timeline



Glossary

Term	Description
20+ childcare	Within the loans bursary fund, a category of support to assist learners aged over the age of 20 who are at risk of not starting learning or of leaving learning due to issues in obtaining childcare.
Area cost uplift	Area cost uplift if paid to eligible providers from the loans bursary fund and reflects the higher cost of delivering provision in some parts of the country.
Break in learning	When a learner is not continuing with their learning but has told you beforehand that they intend to resume their learning aim in the future.
Care to learn	A Department for Education (DfE) scheme to assist young parents under the age of 20 with their childcare costs that may form a barrier to them continuing in education.
Components of regulated qualifications	A defined subset of a qualification, which could be a unit.
Direct costs of learning	Any costs for items without which it would be impossible for the learner to complete their qualification. This can include the costs of registration, examination or any other activities or materials without which the learner cannot achieve their programme of study.
Distance learning	Learning delivered away from the learner's main place of employment or place of learning.
Earnings adjustment statement (EAS)	The form providers need to fill in to claim loans bursary funding that cannot be claimed through the ILR.
Education health and care (EHC) plan	An EHC plan replaces statements of special educational needs and learning difficulty assessments for children and young people with special educational needs. The local authority has the legal duty to 'secure' the educational provision specified in the EHC plan that is to ensure the provision is delivered.
Exceptional Learning Support	Learning support when the needs of the learner are over £19,000 in a single year.
Find a Learning Aim Reference Service (FaLA)	Use to search for all learning aims, components of qualifications along with their validity and funding details.
Full level 3	The following qualifications are designated full at level 3: <ul style="list-style-type: none"> • a General Certificate of Education at the advanced level (A level) in 2 subjects, or

Term	Description
	<ul style="list-style-type: none"> • a General Certificate of Education at the advanced subsidiary (AS) level in 4 subjects, or • a Quality Assurance Agency Access to higher education (HE) Diploma at level 3, or a tech level; or applied general qualification at level 3 which meets the requirements for 2018 and 2019 16 to 19 performance tables
Grant funded providers	Providers with a financial memorandum or conditions of funding (grant).
Guided learning	<p>As defined by Ofqual: ‘the activity of the learner in being taught or instructed by - otherwise participating in education or training under the immediate guidance or supervision of - a lecturer, supervisor, tutor or other appropriate provider of education or training.’</p> <p>For these purposes the activity of ‘participating in education and training’ shall be treated as including the activity of being assessed if the assessment takes place under the immediate guidance or supervision of a lecturer, supervisor, tutor or other appropriate provider of education or training. You can find more information in the Ofqual Handbook.</p>
Hardship	Within the loans bursary fund learner support, a category of support to assist vulnerable and disadvantaged learners to remove barriers to education and training.
Individualised learner record (ILR)	The primary data collection we request from learning providers for further education and work-based learning in England. The data is used widely, most notably by the government, to monitor policy implementation and the performance of the sector. It is also used by organisations that allocate funding for further education.
Information advice and guidance (IAG)	Services available to learners to enable them to consider further learning opportunities, progression and career choices.
Initial Liability Point	When a learner undertakes a qualification funded with an advanced learner loan, the point at which a provider can confirm that the learner has started learning, and the point at which the learner becomes liable for their loan.
Learner file	<p>A collection of documents and information brought together to form a single point of reference relating to the learning that is taking.</p> <p>This provides the evidence to prove that the learner, for whom loans payments have been made by the SLC, exists and is undertaking the learning aim that the loan is funding.</p>

Term	Description
Learning aim reference number	The unique 8-digit code used to identify a specific learning aim.
Learning Provider Portal	A service managed by the SLC for providers to obtain and input information for loans-funded learners.
Loans Bursary Fund	A fund to provide learner and learning support-type assistance to learners who are funding their learning through an advanced learner loan. It also provides area-cost uplifts to eligible providers.
Loans agreement/contract	ESFA issues loans facilities agreements to eligible providers. This facility agreement enables providers to offer loan-funded provision to individuals, and to receive payments from the SLC on behalf of individuals.
The National Skills Fund level 3 adult offer	A targeted level 3 adult offer available to support adults without an existing full level 3 or equivalent introduced 1 April 2021, and from 1 April 2022 expanded to include all adults who meet the definition of 'low wage' or 'unemployed' outlined in the AEB funding and performance rules 2021 to 2022, who already have a full level 3 or higher achieved prior to 1 April 2021 or who have achieved a short qualification after 1 April 2021.
Performance management	ESFA issues loans facilities agreements to eligible providers. This facility agreement enables providers to offer loan-funded provision to individuals, and to receive payments from the SLC on behalf of individuals.
Personal Learning Record (PLR)	A database which allows individual learners access to their past and current achievement records. These can be shared with schools, colleges, further education training providers, universities or employers.
Learning planned date	The date entered onto the ILR when the learner is expected to complete their learning.
Recognition of prior learning (RPL)	An assessment method that considers whether a learner can demonstrate that they can meet the outcomes for a qualification or a component of a qualification through knowledge, understanding or skills they already have and so do not need to undertake a course of learning for that component or qualification.
Residential support	Within the loans bursary fund, a category of learner support to help learners receiving specialist provision which involves a residential element, or to support learners who cannot receive provision locally.
Stateless person	Individuals and eligible family member of persons who have been granted leave to remain as a stateless person by the UK Home Office because they are stateless and have no right to

Term	Description
	residence in their country of former habitual residence or any other country.
Self-certification	A process where the learner is able to confirm something through their own signature.
Start of learning	The date on which learning begins. We do not consider enrolment, induction, diagnostic assessment or prior assessment to be part of learning.
Subcontractor	Any delivery to a learner's programme of learning by a third party. It does not matter if this is by a third party recruited to deliver on site (travel to teach), online learning or whether it is described as a service. If that delivery contributes in any way to the learner's programme of study and is delivered by someone or an organisation not directly under the control of the lead provider then we consider that to be subcontracted delivery.
UK Provider Reference Number (UKPRN)	A number given to all providers by the UK Register of Learning Providers to enable them to be easily identified.
Unique Learner Number (ULN)	A 10-digit number used to match a learner's achievement to their PLR.

Summary of main changes since advanced learner loans funding rules version 2 2021 to 2022

26. We have highlighted the main changes in the table below.
27. Please note this is not an exhaustive list of all the changes. You must refer to the main documents for the definitive rules which apply to all providers of education and training holding a loans facility agreement and loans bursary fund agreement with the Secretary of State for Education acting through ESFA.
28. If you have a specific query on the funding rules, please use the [enquiry form](#) or speak to your provider management manager or adviser.

Section	Paragraph number	Change
The National Skills Fund level 3 adult offer	19 to 25	Expansion of the eligibility criteria from 1 April the offer will include all individuals who meet the definition of 'low wage' or 'unemployed' outlined in the adult education budget (AEB) funding and performance rules 2021 to 2022 who already have a full level 3 or above achieved prior to 1 April 2021 or who have achieved a short qualification after 1 April 2021.



Education & Skills
Funding Agency

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