

# cylid myfyrwyr cymru

## student finance wales

### Student Signature Form – 2020/21



Customer Reference Number

Forename(s)

Surname

#### Terms and conditions

These terms and conditions (“terms”) and applicable legislation apply to all of the student finance available to students for the academic year 2020/21.

I understand that I must read the specific terms about the student finance products available because they will affect me if I apply for them at any time in this academic year.

#### Loan Contract

1. I confirm I have read and understood these terms and A Guide to Terms and Conditions available at [www.studentfinancewales.co.uk/terms-and-conditions](http://www.studentfinancewales.co.uk/terms-and-conditions)
2. I confirm that to the best of my knowledge and belief, the information I have provided is true and complete. If it is not, I understand that I may not receive student finance, any support I have had may be withdrawn and I could be prosecuted.
3. I understand that student finance is provided to me by the Welsh Ministers (the “Lender”) which includes any persons acting on their behalf and any replacement(s) under section 23(4) of the Teaching and Higher Education Act 1998 as amended or replaced from time to time (the “Act”).
4. I understand these terms, the Act and the regulations made under section 22 of the Act will apply to any student finance provided to me by the Lender.
5. I understand that “student finance” in these terms means financial support by way of grant(s) and/or loan(s) made by the Lender under the regulations.
6. I understand that the Student Loans Company Limited (“SLC”) carries out certain functions on behalf of the Lender.

#### My Obligations

7. I understand that if I have:
  - (i) reached the age of 18 years; and
  - (ii) have entered into agreement(s) for a loan under section 22 of the Act before I reached the age of 18 years,

I am agreeing to “ratify” any and all such student loans by signing these terms. This means that I confirm I entered into agreement(s) with the Lender and agree to the terms of any such previous agreement(s). If I have reached the age of 18 and refuse to “ratify” any previous agreement(s), I understand that I will not be eligible to get any further student finance under the regulations.

8. I agree to give SLC any information they need in support of this application for student finance and/or to seek repayment.
9. I agree to tell SLC immediately if my circumstances change in any way that might affect my entitlement to student finance. I understand that if I do not do this I may not get any further payments and I may have to repay the student finance I have already received. I agree that from the date I submit my student finance application until my loan(s), together with all and any interest, penalties and charges which apply, is fully repaid I must tell SLC about any changes in my personal details (including my National Insurance number) and contact details I have provided.
10. I agree that if I get an overpayment of student finance, I need to repay this in full and that any overpayment may be taken from any future entitlement to student finance.
11. I agree that I will repay the Lender any loan(s), together with all and any interest, penalties and charges which apply. I understand that this repayment will be due by me to the Lender as a debt. If I breach any of the terms of my loan, I agree to pay any charges and penalties which apply under the Act and the regulations. I understand that I will repay my loan(s) through the United Kingdom (“UK”) tax system and/or I may repay SLC directly. If I live abroad, I will repay my loan(s) to SLC directly.
12. I agree that any loan(s) made to me in accordance with the regulations once my application is accepted by the Lender is a/are contract(s) between me and the Lender. I understand that I am liable for my loan(s) and will be charged interest from the first payment of the loan advance by the Lender.
13. I agree to tell SLC if I leave the UK to live outside the UK or if for any other reason I am outside the UK tax system for more than three months.

#### Legal Action and Applicable Law

14. In the event of any legal action, I agree that the laws of England and Wales will apply and that the courts of that part of the UK will hear any legal action. If my address is outside the UK the laws of the part of the UK where my education provider is situated will apply and the courts of that part of the UK will hear any legal action. I agree that the Lender has the right to take legal action against me in any other court with jurisdiction.



## **Sharing Information**

15. If I am in breach of these terms and/or the regulations I agree that the Lender may share information held about me and my account with third parties, including the government or a government agency of another country, who may help to locate me and/or help take action to recover any payments I owe.
16. I confirm where I have provided any personal information about any other person in my student finance application, I have done so with their consent.
17. I understand that SLC will process my personal data in line with the Privacy Notice available at [www.studentfinancewales.co.uk/privacy-notice](http://www.studentfinancewales.co.uk/privacy-notice) which may be updated from time to time.

## **Disabled Students' Allowances ("DSAs")**

This section applies if I apply for DSAs this academic year.

18. I understand that any equipment I receive through DSAs must be used for my course of study and that I am responsible for paying any repair costs.
19. I understand that if I consent to SLC sourcing my equipment and support, SLC can pay the suppliers of any approved equipment and support directly.
20. I understand that with my consent, SLC can make payment to the needs assessment centre on my behalf.
21. I understand that with my consent, SLC can make a direct payment on my behalf to third parties providing any other approved service or support to me.
22. If I do not agree to SLC paying the suppliers of equipment, support or other services on my behalf, I understand that I will be responsible for meeting the costs of any approved equipment, support or other services out of my DSAs allowance. SLC reserves the right to request evidence of receipt of equipment, support or other services in relation to my DSAs.

## **Childcare Grant ("CCG")**

This section applies if I apply for CCG this academic year.

23. I understand that if I do not provide the evidence of childcare costs within the timescales set, I may lose my entitlement. If my childcare costs are different from the estimates I have provided, further payments of my CCG may increase or decrease accordingly. If no further CCG payments are due to be paid to me, I may be liable to repay any difference.
24. I understand that if I do not take up my childcare, or if I change to a childcare provider who is not registered or approved, I will have to pay back any overpayment.
25. I confirm that neither I nor my husband, wife, civil partner or cohabiting partner have chosen to receive support for childcare from:
  - (i) the childcare element of Working Tax Credit;
  - (ii) the childcare element of Universal Credit;
  - (iii) Tax-Free Childcare; and/or
  - (iv) the NHS Bursary Childcare Allowance;and I agree to tell SLC immediately if I or my husband, wife, civil partner or cohabiting partner does receive this support. I understand that SLC may share my personal data with HMRC to check whether I get childcare support.

Your full name  
(in BLOCK CAPITALS)

Your signature

X

Date      Day      Month      Year