Disclaimer
This policy document and guidelines contain information that is current at the time of publication and may be changed based on any changes to the policies and requirements of the Fijian Government. Visit www.tslb.com.fj for updates and further information. Where your legal rights are involved/ concerned, do not rely on this document. Instead, review the law yourself or consult your Attorney.
A. OVERVIEW OF THE SCHEME

1.0 INTENT STATEMENT

1.1 The intent of this policy document is to provide information to the students and the members of the public on the procedure for applying and receiving the Tertiary Education Loans Scheme and to serve as a guide for facilitators of the process.

1.2 It is very much hoped that this policy will serve as a framework from which reflective assessment and innovative thinking will emerge and informed decisions made by the applicants and recipients of the Tertiary Education Loans Scheme.

1.3 The policy statement, principles and guidelines captured in this document are neither prescriptive nor exhaustive and serves to provide guidance for achieving compliant, efficient and effective administration of the Tertiary Education Loans Scheme that is integrated with the strategic and operational activities of the Board and other policies governing the functions of the Board and staff conduct. This Guide should be used in conjunction with the other policies and guidelines of the Board and the Fijian Government.

2.0 WHAT IS TERTIARY EDUCATION LOANS SCHEME?

2.1 Tertiary Education Loan Scheme ("TELS") is a fund intended to provide financing to Fijian students who have qualified for higher education in approved institutions of higher learning but are unable to support themselves financially.

2.2 The Scheme provides student loans to eligible citizens of Fiji to enable them access higher education at affordable rates and increase equitable access to higher education in the country in line with the Fijian Government’s vision of “Building a Smarter Fiji”.

3.0 CATEGORIES OF LOANS SCHEME

3.1 TELS for New Students

- For all students who have completed Year 13 or equivalent Foundation Studies in year 2011 or thereafter.
- Students with Year 13 Marks of 200 or above or those who have successfully completed equivalent foundation studies qualify for Certificate, Diploma, Advanced
Diploma or Degree Programs at any approved Higher Education Institution in Fiji, provided they get an offer letter from the Institution.

- Students who have completed Year 13 or foundation studies and have marks below 200 or a GPA below 2.0 qualify for TELS for a Certificate or Trade Diploma at any approved Higher Education Institution in Fiji, provided they get an offer letter from the Institution.

3.2 TELS for Existing Tertiary Students

- For all students already enrolled for higher education at one of the approved Higher Education Institution, have shown satisfactory progress (GPA above 2.0) and need tuition funding to complete their studies.
- Students seeking financial assistance after Year 12 of studies must obtain at least one higher education award certificate before being eligible for TELS to upgrade their qualification.

3.3 TELS—Technical College of Fiji

- For all students who:
  - Who are above 15 years of age and have sufficient level of understanding of English and Mathematics and are offered a place at the Technical Colleges of Fiji.

3.4 TELS—Private Sector Employee

- For an employee earning an annual income of not more than $25,000, seeking to attain academic qualification or upgrade existing qualifications at an eligible institution either as a part-time or full-time student.

3.5 TELS—Public Sector Employees

- For an employee working in the public service seeking to attain academic qualification or upgrade existing qualifications at an eligible institution.

3.6 TELS—Accommodation Loan Scheme (ALS)

- For Full Time Students only.
- Students can borrow for:
  - Rent—Maximum of $250/month provided a duly signed and stamped tenancy agreement by Fiji Revenue and Customs Authority (“FRCA”) is submitted or letter of placement at Hostel is submitted.
· Bus fare—Maximum of $15/week if travelling by bus.
· Food—Maximum of $50/week
  o Priority will be given to students from rural and maritime areas and not to students who study closest to their homes where a program of study is available.
  o Students who travel from their homes may borrow to fund their bus fares only.
  o Loans support will be means tested.
  o TSLB reserves the right to review the rates from time to time.
  o To be eligible for ALS, the combined annual income of the student’s family/guardian must be less than FJD$25,000.00 per annum.

3.7 TELS—Pilot Training

  o Only for students who have completed Year 13/ Equivalent Foundation Studies in a year preceding the award year.
  o The number of awards each year is determined by the Board annually.
  o The review of all applications for the pilot training are carried out by Fiji Airways as the Airline would be the main employer of such new pilots.
  o The assessment by Fiji Airways is not only based on academic results or excellence but the individual’s psychological, emotional and physiological characteristics amongst other considerations.
  o The precise nature of the selection is guided by Fiji Airways selection criteria and they have the final say in such matters under the policy guidelines for funding of the pilot training courses.

4.0 QUALIFYING INSTITUTIONS

4.1 The following local Higher Education Institutions qualify for the TELS awards under the Fijian Governments priority areas:

- University of Fiji
- Fiji National University
- The University of the South Pacific
- Corpus Christi Teachers College
- Fulton University College
- Sangam Institute of Nursing
- Centre for Applied Technology Development
- Technical College of Fiji
- Pacific Flying School
- Advanced Aviation Training
5.0 INTEREST RATES

<table>
<thead>
<tr>
<th>Combined Family Income per annum (FJD)</th>
<th>Interest Rate (%)</th>
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</thead>
<tbody>
<tr>
<td>Up to $25,000</td>
<td>0</td>
</tr>
<tr>
<td>$25,000-$50,000</td>
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</tr>
<tr>
<td>Above $100,000</td>
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</tbody>
</table>

B. TERTIARY EDUCATION LOANS SCHEME (TELS) TERMS AND CONDITIONS

1.0 CONFIRMATION

(A) Confirmation of the award is subject to the following conditions being satisfied;

I. Proper completion of Bond Form requirements.
II. Proof that courses or subjects being pursued this year are not repeat courses from the previous years under any Scholarship or Loans Scheme.
III. Offer letter for a place or evidence of registration or pre-enrolment at the chosen approved Higher Education Institution.
IV. The awardee is not a recipient of another scholarship or Loan Scheme, whether partial or full.
V. Open an account with a Bank and submit your account number with evidence to TSLB. All financial assistance except for the tuition fees, book allowances and hostel payments are released to you through your Bank account.

(B) The offer will be automatically cancelled if any or all of the above conditions is/are not met.

(C) If the award is not accepted within the specified date on the offer letter, your provisional offer will become nullified. However, a student is free to re-apply at any time.

(D) If at any point in time, it is discovered that any information(s) submitted on the Bond Form, Application Form, Advisory Form or any other documents submitted is false or misleading, the award will be withdrawn/terminated immediately.
2.0 DURATION

2.1 The TELS award will be for a period equivalent to the minimum program duration of a student’s choice at the respective Higher Education Institution OR as soon as a student completes the programme of studies, the earlier of the two.

2.2 The recipient will have to shoulder the cost at their own expense if the approved studies go beyond the approved period.

2.3 The duration of the award will be advised in a student’s offer letter. Not all award durations are the same.

3.0 CHANGE IN PROGRAM/DEGREE MAJOR (S)/MINOR/INSTITUTION

3.1 Any change in program/major/minor/institution must be approved by the Tertiary Scholarship and Loans Board. Any approved change by the Board shall be completed within the duration not exceeding the duration specified in the bond form from the initial semester of the award under the agreement.

3.2 For any approved change, students will be liable to pay the differences in fees or meet any additional financial needs.

3.3 At the very latest, shifting of course/transferring to another school may be allowed during the first year under TELS.

3.4 A student’s TELS duration will not be extended, even if any requested change in program/major/minor is approved by TSLB.

3.5 Extensions to the loans scheme or any changes to the conditions on the request of the recipient will not be given unless written permission from the guarantor(s) is received.

3.6 If request is approved, the student and the guarantor(s) shall sign the amendatory agreement which shall be made an integral part of recipient’s Loan agreement.

4.0 TELS PRIVILEGES

4.1 During the regular academic terms:
   - Tuition fees only based on the Statement of Account/Bill/Official Receipt payable directly to the Higher Education Institute.
• Full Time Students can borrow for provided the combined family income is less than FJD$25,000.00 per annum:
  • Rent—Maximum of $250/month provided a duly signed and FRCA stamped tenancy agreement is submitted or letter of placement at Hostel is submitted.
  • Bus fare— Maximum of $15/week if travelling by bus.
  • Food—Maximum of $50/week
  o Students who travel from their homes may borrow to fund their bus fares only.
  o Loans support will be means tested.

4.2 During the summer term:

TSLB can avail financial assistance if you are required to enrol as per your curriculum of study for:
  o Tuition Fees Only.

4.0 ENJOYMENT OF ANY OTHER SCHOLARSHIP AWARD

5.1 An award recipient cannot enjoy other government scholarships simultaneous with this Loans Scheme or any other scholarship awards for the same purpose that interferes with the recipient’s contractual obligation under the TELS Award.

6.0 REVIEW OF AWARD

6.1 This Loan Scheme will be reviewed on an academic term to term basis and students will be immediately suspended or have the award terminated if he/she:

I. Fails to meet the required pass, which is 50% above in the first academic term and 75% and above in the subsequent academic terms;
II. Fails to maintain and take full academic load as per the eligibility criteria for the Higher Education Institute for each semester/trimester/penster during the duration of the program under the award;
III. Is academically suspended/terminated by the Higher Education Institute;
IV. Abandons his/her study without the approval of the board;
V. Is deregistered for any reason including disciplinary action instituted by the Higher Education Institute;
VI. Changes programme/majors without the approval of the Tertiary Scholarship and Loans Board;
VII. Provides false and misleading information to the Board with the objective of gaining financial advantage;
VIII. Is required to repeat a semester/years’ work in order to complete his/her programme;
IX. Engages in any conduct during the period of sponsorship that brings disrepute to TSLB or the Fijian Government.

6.2 The cost of any failed units already under the award or any existing award or scholarship re-attempted to enable the student to complete the program will be borne by the students themselves.

6.3 TELS does not support foundation studies.

15.2 Should the award be terminated on the above grounds, amongst others or the student wish to terminate the award agreement, the student will be required to repay the monetary value the Fijian Government has utilised from the commencement date till the termination of the award together with the applicable penalty rate at the time of termination in one single payment or depending on the circumstances of each case on its own merit. The Board’s discretion is unfettered.

7.0 ACADEMIC OBLIGATION AND GRADE DEFICIENCY

7.1 Grantees must fully comply with the pass rate requirements at all times. The required pass rate is 50% and above in the first academic term and 75% and above in the subsequent academic terms.

7.2 TSLB may recommend the continuation of TELS on a case by case basis for a graduating scholar or a scholar who fails to meet the grade requirements but is in good academic standing during the preceding years of his/her Loans Scheme.

7.3 Academic progress will be assessed each academic term, and within one or two weeks of the release of results to TSLB.

7.4 If your performance falls below the required average the procedure detailed below will be followed:

7.5 If you applied for and were granted special consideration (or if other extenuating circumstances apply), and this was approved by TSLB, no action will be taken and you will receive your TELS payment as per usual.

Otherwise:

1. You will be notified in writing by TSLB that your performance is under review and that you are on probation. You will be paid whilst you are on probation.
2. If you meet the required minimum Pass Rate in the term you are on probation, the probation status will be removed in the following term and you will be paid.

3. If you do not meet the required minimum Pass Rate in the term you are on probation, your TELS will be suspended in the following term. You will not receive payment while your TELS is suspended.

4. If you meet the required minimum Pass Rate in the term you are suspended, your TELS will be reinstated in the following term and payments will resume. No retrospective TELS payments will be made for the period of suspension.

5. If you do not meet the required minimum Pass Rate in the term you are suspended, your TELS will be terminated and no further payments will be made.

7.6 A maximum of one probation and one suspension will be considered during the award duration as stated in the offer letter.

7.7 Students whose TELS gets suspended are eligible to get TELS reinstated by undertaking the required units privately in an academic term and meeting the required pass rate provided they are not on academic suspension by the Higher Education Institution.

7.4 In any of the cases above, should you wish to appeal the decision of the Board, you are required to appeal to the Solicitor General’s Office in writing stating clearly the grounds for appeal within 14 days of receipt of this notification.

7.5 An award recipient must enrol in the regular academic load for each semester/term as prescribed in your curriculum/program of study.

7.0 OBLIGATIONS OF GUARANTORS

8.1 Assume the civil liabilities that you may incur under the agreement, as well as civil liabilities which you may incur in favour of other persons.

8.2 Assume the obligation to pay whatever amount you shall be required to refund in the event that the student fails to comply with the bond requirements or if the Loan Scheme is terminated in accordance with the provisions of the Loans Agreement.
8.0 DEFERRING TELS

9.1 TSLB may consider deferment of a student’s TELS(s) if a student’s attendance at the Higher Education Institute is affected for medical reasons, military deployment, national duties or other selected reasons, provided that a student meets certain criteria.

9.2 For a student’s TELS to be deferred, the student must attend at least one full-time year of studies prior to his or her departure and meet the minimum criteria for renewal of his or her TELS during the semester(s) he or she attends prior to leaving.

9.3 Enrolment at another Higher Education Institute of acceptance of another award during the deferment period will result in an automatic cancellation of the Loans Scheme.

9.4 Deferment of studies without prior written approval from TSLB will be deemed as abandonment of studies and will result in an automatic termination of the award by TSLB.

9.5 To request a deferral, a student should submit a letter/deferment of studies application form, prior to the departure requesting the Loans Scheme be held for a specified period of time. The application must include when the student is leaving, when he or she plans to return, and the reason for the deferment request (evidence such as medical certificate etc. must be attached).

9.6 TSLB’s general policy is that the award can be held for up to two academic terms and approval is dependent on the availability of remaining Loans funds.

9.7 No deferment of studies will be allowed for vacation purposes.

9.8 The letter should be submitted to the TSLB Offices located in Suva, Lautoka and Labasa or by email to the respective section heads. Visit www.tslb.com.fj for the contact details.

10  NON-COMPLIANCE CASES

10.1 A non-compliance case refers to a grantee who has not submitted the following required periodic reports to TSLB for two (2) consecutive academic terms or no such records are submitted by the HEI’s due to the grantee not enrolling for the required units:

- Official grades
- Registration form or certificate of enrolment
• Request for leave of absence/Deferment of Studies
• Other pertinent documents

10.2 A non-complying student may be suspended for the period he/she stopped reporting (no more than 2 academic terms). A Non-compliance status beyond two (2) academic terms will result in termination of the award.

10.3 A Non-Compliant student may appeal for the reinstatement of his/her TELS during the suspension period.

10.4 If after evaluation of a student’s academic records, his/her TELS can be reinstated, his/her financial privileges shall resume only effective the semester his/her TELS is reinstated. His/her financial assistance is forfeited during the semesters he/she did not report.

10.5 A student who has stopped studying for more than two academic terms and the award is not reinstated shall be considered to have wilfully abandoned TELS; thus, he/she shall be required to refund the total financial assistance he/she received as a student plus the applicable penalty rate at the time of termination.

11.0 ENROLMENT OF SUBJECT LOAD PER ACADEMIC TERM

11.1 The TELS award requires undergraduate students to enroll in the full subject load of the program of study as per the academic regulation of the Higher Education Institute.

11.2 Students must also remain enrolled in at least the required full academic load. If a student has dropped enrolment below the full load requirement, TELS may be cancelled.

11.3 If a student wishes to reduce his/her enrolment and want to keep the TELS, the student will need to notify TSLB in advance by submitting a written request, with current documentation that supports your request.

11.4 The following requirements must be submitted by the student to TSLB if he/she wishes to withdraw from a unit(s) after the normal withdrawal period (without any penalty by the HEI) of the HEI’s:
• Letter from the Course Coordinator/HEI which clearly highlights the student’s academic progress till the point of planned withdrawal. The letter must include the student’s course work marks/grades.

• Medical Report indicating that the student is not able to continue with the studies if the planned withdrawal is on medical grounds.

• Any additional documents which TSLB may require on a case by case basis.

11.5 If the request to continue with TELS while studying on reduced enrolment load is approved, the student will continue to receive TELS entitlements for a period of not more than the duration on the students offer letter.

11.6 A student’s TELS duration will not be extended, even if continuation of the TELS during reduced enrolment study is approved.

11.7 A study load of less than 50% of the allowable units in an academic term is deemed to be a part-time load and may lead to the termination of the award and/or payment of the allowances on a pro-rata basis.

11.8 If a student wishes to completely withdraw from the HEI or from a unit after payment of tuition and/or allowances for the academic term, TELS will be cancelled from the students account and the student will be required to refund the payments already made by TSLB before any withdrawal is authorised by TSLB.

12 EXTENSION OF THE AWARD

12.1 The Tertiary Scholarship and Loans Board reserves the right to extend or terminate the award if it deems it necessary to do so.

12.2 Recipient’s general conduct on campus, academic performance or any other report that will be received from the Institution will be considered in deciding on the extension or termination of the award.

12.3 Any approved extension of the award will be for tuition only and no allowances will be paid.
13  BOND

13.1 Award recipients are required to sign and undertake to repay the Fijian Government for the total expenses paid by the Board for the duration of the studies plus the appropriate interest rates. The following should be carefully noted.

I. The bond documents (2 sets) must be completed and guaranteed by two working persons residing in Fiji (minimum income of FJD10,000 per annum) and who should be in the position to repay the sum of money should the student fail to comply with the terms of the award. In case the recipient cannot find a guarantor, he/she needs to provide a statutory declaration to put himself/herself as the guarantor.

II. It is important that guarantors fully understand their responsibilities and obligations towards the agreement.

III. A third person must witness the signature. The award recipient and the guarantor should not witness each other’s signature.

13.2 Award recipient’s tuition and/or allowances will not be paid until TSLB receives the bond agreement, duly and satisfactorily completed.

14.0 PERIODIC REPORTS DURING THE DURATION OF STUDIES

14.1 It will be the responsibility of the student to provide TSLB certified copy/official copy of the:

1. Registration form – submitted within two weeks at the beginning of the new academic term if not submitted by the HEI’s.

2. Report of grades (in all the subjects enrolled in) – submitted at the end of the academic term if not submitted by the HEI’s.

3. Advisory Forms – include any plan for travel/s abroad; changes, if any, in field of study, school, home address, civil status, legal guardian, comments which may be relevant to your study, and such reports that may be required from time to time.

4. Program Audit Certificate- at the end of each academic year, before the 30th of December for each academic year.

15.0 TERMINATION OF TELS

15.1 TSLB reserves the right to terminate your TELS if you
1. Fail to maintain the pass rate requirements; or

2. Fail to comply with any of the terms and conditions of the TELS Agreement.

15.3 Upon the termination of TELS, the recipient shall refund the total financial assistance received as a scholar together with the applicable penalty rate at the time of termination.

16.0 ACCOMMODATION

16.1 All accommodation arrangements shall be the responsibility of the student. TSLB will not be involved in any way.

17.0 LISTING WITH IMMIGRATION

17.1 Upon the acceptance of this offer and the submission of the duly signed bond firm, the award recipient’s name will be listed on the controversial list of the Fijian Immigration Department.

17.2 The award recipient’s name will remain on the controversial list unless the bond period is fully served.

18.0 REQUIREMENTS UPON COMPLETION OF STUDIES

18.1 Upon completion of studies under the award, the recipient must submit and keep TSLB updated on the following:

I. Program Completion Letter from the Higher Education Institution;

II. Complete Academic Transcript and Certificate upon Graduation;

III. Original Copy of the Bank Statement for the duration of sponsorship used for the receipt of the allowances;

IV. Employment Contract letter (s) until the loan amount with any accrued interest is fully paid off.

V. For any change(s) in employment, notification in writing must be sent to TSLB.

VI. Authority for deduction of 20% of Gross Salary to the employer payable to the Fijian Government.
VII. TSLB will issue you a final clearance upon repayment of the full debt with any accrued interest.

18.2 Students are required to make regular repayments (based on the regularity of their income) on their loan. Any request for an extension to loan payment must be made directly to TSLB, however this will only be considered if extenuating circumstances can be demonstrated.

19.0 NON-PAYMENT OF LOANS

19.1 TSLB will take all necessary measures provided in the law to recover outstanding loans and charges owing under this scheme.

19.2 Under Section 18 of the Decree, TSLB can take one or a combination of the following actions for loan recovery:
   - Deduction from the person’s salary by directing the employer to commence with the deduction’s;
   - Acquisition of property used as security in the loan or bond agreement;
   - Taking court action;
   - Reporting to international credit bureaus or agencies; or
   - Such other action as the Board deems necessary.

19.3 In accordance with TSLB’s Collection Procedures, where legal action is required, recoverable court costs will be added to the outstanding amount due.

20 PERMISSION TO TRAVEL ABOARD

20.1 Students must obtain written clearance from the Board by meeting all requirements should they wish to travel abroad during the bond period by giving at least 10 days prior notice to the Board.

20.2 No travel release will be granted during an academic term unless the application is driven by compassionate or compelling circumstances. Not included in the compelling circumstances is travel for holidays or leisure and pleasure.
21.0 CIVIL SERVANTS

21.1 If you are a civil servant, you are requested to liaise with your own Ministry regarding study leave. Evidence of this approval must be produced to TSLB clearly indicating whether the leave is with or without pay. TSLB will not be involved in any way.

22.0 COMMUNICATION/CORRESPONDENCE

22.1 TSLB will send any correspondence regarding a successful application or any other issues relating to the application and the award to the email address or other contact details you put on your application.

22.2 If you change any contact details, including your email address post the application, during your studies or post-graduation until such time you have fully served the bond, you must advice TSLB of the change(s).

22.3 Please note that if you do not respond to requests for information by TSLB by requested dates your TELS may be terminated or suspended.

23.0 TELS EVENTS

23.1 If you attend any TELS events, photos of you at the event (along with your name and scholarship), may be forwarded to TSLB to be used for TSLB promotional purposes.

23.2 If you do not wish the HEI’s to forward or use these photos, you must notify TSLB in writing prior to the event.

23.3 By accepting the offer and entering into a bond agreement, a student also authorizes TSLB to obtain any relevant information about the from the HEI, employer, FRCA and any other relevant person(s) or entities until the bond requirements are fully completed for the performance of the functions of TSLB under the Act.

24. AMENDMENT(S) TO THIS POLICY

24.1 TSLB reserves the right to change this policy from time to time.

24.2 TSLB may make changes to these Terms and Conditions without notice.

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