

Interest Free Visa Loan Terms and Conditions

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| **Guidance** |
| The interest free visa loan is available to current or prospective members of staff to cover their Indefinite Leave to Remain/ Citizenship/ visa fees, NHS surcharge costs, UK ENIC fees, Secure English Language tests and/ or UK immigration legal fees associated with securing their visa. The loan is subject to the Terms and Conditions set out in the Schedule below. Please make sure you read this information to ensure you meet the eligibility criteria and understand the terms and conditions of the loan prior to completing the form. For help in completing the form, please refer to the [Immigration Fee Loan Request Form Guidance](https://www.ed.ac.uk/human-resources/a-to-z-of-forms) Once you have read and understood the terms:**Prospective applicants:** Please eSign your agreement within the system task and mark the task complete.**Current staff:** Please download and sign this document and return it with your Loan Request form to HRHelpline@ed.ac.uk  |
| **Schedule**This is the Schedule containing the University of Edinburgh’s Interest-Free Visa Loan – Terms and Conditions |
| 1. **Definitions**

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| **Applicant**  | An individual who has applied for a Loan |
| **Borrower** | An Applicant who has been approved the grant of a Loan by the University on the terms and conditions set out below |
| **Dependant** | The husband, wife, partner, or child of the Applicant. Children must be aged 18 or under at the time of application |
| **Contract** | The Loan Request Form entered into by the Applicant for the Loan together with these Terms and Conditions |
| **Loan** | An interest-free visa loan granted to the Applicant on the terms and conditions set out below |
| **Loan Request Form** | The application form for the Loan completed by the Applicant |
| **The University** | The University Court of The University of Edinburgh, a charitable body registered in Scotland under registration number SC005336, incorporated under the Universities (Scotland) Acts, with its registered address at Old College, South Bridge, Edinburgh, EH8 9YL, UK. |

Eligibility and application process* 1. An individual is eligible to apply for a Loan where the individual is employed, or will be employed, by the University with a contract of employment and:
		1. the individual is applying for an initial/change of employment visa; or Indefinite Leave to Remain
		2. the individual requires a Loan to assist with initial visa/ change of employment visa fees, associated NHS surcharges, Ennic Fees, Secure English Language Tests (SELT), and/or UK legal fees already paid by the individual in respect of their visa/Indefinite Leave to Remain application; or
		3. the individual is applying for an extension to a visa (of at least 12 months or more) and requires a Loan to pay for the visa extension fees, associated NHS surcharges, and/ or UK legal fees; or
		4. the individual is applying to switch to a Skilled Worker visa from another visa route, where the other visa was for at least 12 months, and they require a Loan to pay for the visa fees, associated NHS surcharges, and/or UK legal fees.
		5. the individual has not submitted an application through the University’s visa fee reimbursement procedure.
		6. the individual requires a loan to assist with applying for Indefinite Leave to Remain/Citizenship and/or legal advice associated with Indefinite Leave to Remain/British Citizenship.
	2. Applications for Loans can only be made by completing the Loan Request Form.

Approval of Loan* 1. The University has sole discretion to determine (i) whether or not to grant a visa Loan to an Applicant and (ii) the final amount of the Loan.

Loan Amount* 1. The University may grant a Loan of up to £10,000.
	2. The Applicant must specify how much of the requested loan amount is for Indefinite Leave to Remain visa fees, how much is for NHS surcharge costs, and how much is for UK legal fees.
	3. The Loan will be paid in pound sterling (GBP) only.
	4. In the event that the Borrower has already in place a Loan or Loans amounting to less than £ 10,000, the Borrower shall be entitled to apply for an additional Loan or Loans if so required for the purposes defined in section 5.1 below, provided that the sum of all Loans to the Borrower from the University do not exceed £10,000.

Purpose of Loan* 1. In relation to Borrowers under clauses 2.1.2, 2.1.3, 2.1.4, and 2.1.6, the loan must only be used to assist with the payment of Indefinite Leave to Remain/ Citizenship, visa fees, NHS surcharges and/or UK legal fees of the Borrower and their dependants, in relation to the Borrower’s employment at the University.

No Interest* 1. No interest shall be charged on the Loan.

Payment* 1. The Loan will be paid directly into the Borrower’s bank account.

Repayment:* 1. The Borrower will repay the Loan by way of deductions from the Borrower’s salary through equal monthly repayments.
	2. The period of repayment of the Loan will be between 12 and 48 months, as agreed with the individual (however for Borrowers who have applied for 12-month extensions, only repayments of 12 months are permissible). Repayment of the loan instalments will commence in the month following payment of the Loan.
	3. The period of repayment must be in line with the individual’s contract of employment. If for example, an individual requests a 24-month repayment period but has less than 24 months remaining on their contract, a 12-month repayment period will automatically be applied.
	4. The Loan shall become immediately repayable should a Borrower’s visa application be refused once the Loan has been granted.
	5. If a Borrower’s salary should reduce, for whatever reason, the University reserves the right to continue to deduct loan repayments from the Borrower’s salary and Borrowers should therefore be aware in exceptional circumstances, they may receive nil pay.

Termination of employment* 1. If the Borrower’s employment with the University terminates for whatever reason at any time before the Loan has been repaid in full, the balance of the Loan will immediately become repayable. The University reserves the right to recover the balance from the Borrower’s final salary payment.
	2. If the balance of the Loan is larger than the Borrower’s final salary payment, the Borrower agrees to repay the total outstanding balance before their last date of employment at the University. If the Borrower fails to pay the total outstanding balance before their last date of employment, the University may give notice in writing to the Borrower that clause 6.1 no longer applies and the Loan shall carry interest from the date 30 days after the date on which the University gives such notice. In this case, the University may charge interest at a rate of 1% above the base rate of The Royal Bank of Scotland applicable from time to time. Interest payable under this section shall accrue on a daily basis and shall be to the capital sum to be repaid by the Borrower.

Other Conditions* 1. Individuals should also be aware, for audit purposes, the University reserves the right to request to see the UKVI payment receipt to confirm the actual amount paid to the UKVI. Individuals must therefore keep a copy of the payment receipt for the duration of the Loan agreement.

General* 1. Failure by the University to enforce at any time or for any period any condition of the Loan does not constitute and shall not be construed as a waiver of such condition and shall not affect the right later to enforce such condition and any other condition.
	2. If any part or the whole of any condition of these Terms and Conditions is held to be invalid or unenforceable by any legislation or legal authority, the remaining portion of such condition and the rest of the Terms and Conditions shall remain in force and effect as if the Terms and Conditions had been entered into with no such provision.
	3. The Contract shall be governed by and construed in accordance with the Law of Scotland. The Borrower and the University irrevocably agree to submit to the exclusive jurisdiction of the Scottish Courts over any claim or matter arising under or in connection with it.

**Privacy Statement**This ‘privacy statement’ explains what the University will do with the information you, and your dependents have provided in this application. It explains why we hold this information, the legal basis we can rely on to collect and retain the information, how long we keep if for and who we share it with. **Your personal information:** as the information you have provided will form part of your general employment record with the University, please refer to the [Privacy Notice for Staff](https://edin.ac/2KLLOGK). **Your dependant information:** the information your dependant has provided will support the administration of your loan request. Our legal basis for processing this information is ‘performance of contract’ and your explicit consent regarding your dependant status. We will retain your application form for 6 years, after which time it will be destroyedThis Privacy statement is continued at: [edin.ac/privacy](https://www.ed.ac.uk/records-management/notice)  |
| **Declaration**  |
| 1. I accept and will comply with the Interest-Free Visa Loan Terms and Conditions and confirm I meet the eligibility criteria therein.
2. I confirm the loan will only be used to assist with the payment of Indefinite Leave to Remain/Citizenship/visa fees and NHS surcharge costs and/ or UK legal fees for myself and my dependants (where applicable), in relation to my employment at the University.
3. I confirm I have not submitted an application through the University’s Visa Fee Reimbursement procedure.
4. I agree and acknowledge that should my employment with the University terminate at any time before the full loan has been repaid, the balance of the loan will immediately become repayable and will be recovered from my final salary.
5. If the balance of the loan is larger than my final pay, I agree to repay the total outstanding balance before the last date of my employment at the University. Should the loan not be repaid within 30 days of the last date of my employment, I accept the University reserves the right to charge interest at a rate of 1% above the base rate of the Royal Bank of Scotland applicable from time to time.
6. Should my Indefinite Leave to Remain/Citizenship/visa application be refused, for any reason, after the loan has been paid, I will immediately repay the full amount of the loan.
7. Should my salary reduce, for whatever reason, I accept the University reserves the right to continue to deduct loan repayments and in exceptional circumstances, I may receive nil pay.
8. I confirm the information I have provided is a true and accurate reflection of my personal circumstances.
9. I understand, for audit purposes, the University reserves the right to request to see the UKVI payment receipt to confirm the actual amount paid to the UKVI and I must, therefore, keep a copy of the payment receipt for the duration of the loan agreement.
10. I understand that the University has the right to take disciplinary action should it become known that I have obtained this loan for purposes other than fees related to a visa application, citizenship and/or Indefinite Leave to Remain and/or legal advice associated with UK residency.
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| Signed Name:  | Click or tap here to enter text. |
| Email: | Click or tap here to enter text. |
| Dated:  | Click or tap to enter a date. |