



2023/2024

Academic Year

ENLS

Extended

Non-means-tested Loan Scheme

GUIDANCE NOTES

ENLS 140(2023)

本申請指引備有中文版本[ENLS 140C(2023)]

如有需要，可於在職家庭及學生資助事務處網頁下載

<https://www.wfsfaa.gov.hk/sfo/tc/postsecondary/enls/application/forms.htm>

1. Applicants should have read these “Guidance Notes” and fully understood the terms and conditions of the Extended Non-means-tested Loan Scheme (“ENLS”) loans, and agree and undertake to abide by these stipulated terms and conditions, including the terms and conditions be amended from time to time, before applying for and accepting the ENLS loans in the 2023/24 academic year (“AY”).
2. It is in the applicants’ best interests to prudently select a suitable course provider/course. Once the loan application under the ENLS is approved and the loan is drawn down, loan borrowers are liable for repayment of the loan, interest, overdue interest (if any), administrative fee (if any) and all recovery costs and expenses (if applicable) in full. Such liability shall not be limited or reduced in any event, including but not limited to the occurrence of any dispute arising in relation to the teaching quality, loan borrowers’ cessation of being a student or withdrawal from/suspension/deferment of their studies, their failure to complete the course for whatever reason(s), and the course provider’s failure to provide the course for whatever reason(s).

Notes to Applicants of the Continuing Education Fund (“CEF”)

3. The Government of the Hong Kong Special Administrative Region (“the Government”) may apply any fee reimbursement granted to applicants under the CEF for attending a reimbursable course (“CEF Course”) to offset any amount payable and/or repayable by applicants to the Government in accordance with the terms and conditions of the ENLS loan(s). The CEF Course must be a course in the programme of studies under which the ENLS loan is being granted to applicants. For details, please refer to paragraphs 6 and 12.2.2 of Part I of these “Guidance Notes”.

Notes to Applicants of the Diploma of Applied Education (“DAE”) / Diploma Yi Jin (“DYJ”) / Financial Assistance Scheme for Designated Evening Adult Education Courses (“FAEAEC”)

4. The Government may apply any tuition fee reimbursement (including the 30%, 50% or 100%¹ tuition fee reimbursement as the case may be) granted for applicants’ studies of the DAE / DYJ / FAEAEC programme to offset any amount payable and/or repayable by applicants to the Government in accordance with the terms and conditions of the ENLS loan(s) for the DAE / DYJ / FAEAEC programme. For details, please refer to paragraphs 6 and 12.2.2 of Part I of these Guidance Notes.

Application Processing

5. To ensure that applications could be processed promptly, applicants should submit the duly completed application form through “SFO E-link – My Applications” platform (“Application Form”) and all the required supporting documents on or before the application deadline. The Student Finance Office (“SFO”) under the Working Family and Student Financial Assistance Agency (“WFSFAA”) will accord priority to process those applications **with complete information** upon submission of the Application Form. In addition, if applicants are requested to submit supplementary information, they should adhere to the deadline specified. Otherwise, a longer time may be required for processing the application.

¹ Students’ eligibility for 50% or 100% tuition fee reimbursement is subject to passing the means test as the SFO may prescribe from time to time for assessing their eligibility for half/full level of assistance. Separate applications should be made to the SFO for applying for half/full level of assistance by submitting “Electronic Household Application Form for Student Financial Assistance Schemes” through “SFO E-link – My Applications (Financial Assistance Schemes at Pre-primary, Primary and Secondary Levels)” platform, “Household Application Form for Student Financial Assistance Schemes” (SFO 7B) or “Household Application Form for Student Financial Assistance Schemes (Pre-printed Form)” (SFO 106B).

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1. The ENLS

- 1.1 The ENLS provides loan(s) to students for paying **tuition fees** studying eligible courses in the **Hong Kong Special Administrative Region (“Hong Kong”)**. Other school fees/charges such as application fee, registration fee, examination fee, graduation fee, continuation fee etc., are not covered by the ENLS.
- 1.2 These “Guidance Notes” are meant for students pursuing specific post-secondary/continuing and professional education courses provided in **Hong Kong**. The eligible ENLS course categories are listed in paragraph 2.1 (1) below.

2. Eligibility

- 2.1 Applicants applying for an ENLS loan to cover their tuition fees payable in the 2023/24 AY must meet the following eligibility criteria:

- (1) Applicants are students of course(s) in the following categories:
 - 1A – Courses accredited by the Hong Kong Council for Accreditation of Academic and Vocational Qualifications (“HKCAAVQ”); or
 - 1B – Courses offered by institutions (including their Schools of Professional and Continuing Education) by virtue of their self-accreditation status or Programme Area Accreditation status;
 - 2 – Courses under DAE / DYJ;
 - 3 – Courses covered by the FAEAEC;
 - 4 – Training or development courses provided or funded by local statutory bodies; and
 - 5 – Registered courses and exempted courses under the Non-local Higher and Professional Education (Regulation) Ordinance (Chapter 493).

Applicants can browse the Register of Eligible Courses at the website of the WFSFAA (<http://www.wfsfaa.gov.hk/sfo/en/postsecondary/enls/general/courses/search.php>).
- (2) Applicants may apply for ENLS loan even if they have already paid their tuition fees provided that all the lectures of course(s) under application have not yet been completed at the time of application and they submit their application(s) by the deadline(s) as set out in paragraph 7 below.
- (3) Applicants must have the right of abode in the Hong Kong; or alternatively, applicants or their families must have resided in Hong Kong continuously for three complete years prior to the commencement of the course².
- (4) Even if applicants are pursuing an eligible course, the course itself must also fulfill the two criteria listed below:
 - (a) the tuition fee for the individual course under application must not be less than HK\$1,000; and
 - (b) the duration (i.e. from commencement date to completion date) for the individual course under application must not be shorter than one month.
- (5) Eligible courses covered by the Tertiary Student Finance Scheme - Publicly-funded Programmes and Financial Assistance Scheme for Post-secondary Students (“FASP”) are not eligible for loan(s) under the ENLS.
- (6) Even if applicants meet the above eligibility criteria, the SFO reserves the right to require them to submit supplementary documents/information, provide written explanation and sign additional declaration in person at the SFO as and when necessary; and the final approval of their ENLS application will rest with the SFO.

² This does not cover non-local students holding (a) student visas/entry permits; (b) visas/entry permits under the Immigration Arrangements for Non-local Graduates; or (c) dependant visas/entry permits which were issued by the Director of Immigration when the relevant students were 18 years old or above.

3. Maximum Level of Loan Amount and Life-time Loan Limit

- 3.1 The maximum amount of loan an applicant may borrow is the total tuition fee(s) payable in the 2023/24 AY provided that in any circumstances, the amount should not exceed an aggregate of 12 months' tuition fee(s) payable and the life-time loan limit or its remaining balance stipulated in paragraphs 3.2 and 3.3 below.
- 3.2 With effect from the 2012/13 AY, a life-time loan limit is imposed on each student eligible for receiving loans under the ENLS. The loan limit will be price-adjusted annually in accordance with the movement of the Composite Consumer Price Index. The life-time loan limit is HK\$398,300 for the 2023/24 AY.
- 3.3 Loan(s) disbursed from the 2012/13 AY and onwards will be counted towards the life-time loan limit, which is not of revolving nature and will not be reset by any repayments.
- 3.4 Eligible students may borrow a loan amount up to the total tuition fee(s) payable as stipulated in paragraph 3.1 above, subject to the life-time loan limit or its remaining balance (calculated as at the date of approval of the loan application) not being exceeded. Once an applicant has exhausted the life-time loan limit or its remaining balance, the SFO will not consider his/her loan application(s).
- 3.5 The level and conditions of loan for different categories of programmes are listed below (subject to the life-time loan limit or its remaining balance not being exceeded):

| Programme Structure | Maximum Level and Conditions of Loan |
|---|---|
| (a) Structured programme (excluding those postgraduate research courses of which the tuition fees will be paid in more than two instalments in any period of 12 months) | <ul style="list-style-type: none"> Applicants' loan application must be for or not exceeding the tuition fee payable for any one semester/instalment or any combination of semester(s)/instalment(s). |
| (b) Programme or course of which the tuition fees are chargeable on a modular or credit basis | <ul style="list-style-type: none"> Applicants' loan application must be for or not exceeding the tuition fee payable for all the credits/modules stipulated in the debit note at the time of submission of application; if applicants opt to add any course or credit which leads to additional tuition fees after they have submitted an application for ENLS loan, and wish to apply for the ENLS loan to cover the tuition fee payable for the additional course(s)/credit(s), applicants have to submit another application and pay administrative fee for that new application no matter whether the previous application has been approved; and if applicants opt to drop any course or credit which leads to reduced tuition fees after they have submitted an application for the ENLS loan, applicants should notify the SFO in writing at least eight working days (excluding the loan drawdown date) before the loan drawdown date(s) for adjustment of the loan amount. If the SFO does not receive any notification of adjustment from applicants and the loan disbursed to them exceeds the tuition fee payable, applicants are required to refund any overpaid loan to the SFO. Applicants should note that interest will accrue for the ENLS loan disbursed to them from the drawdown date. |

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| Programme Structure | Maximum Level and Conditions of Loan |
|---|--|
| | <ul style="list-style-type: none"> Applicants must submit a separate loan application(s) for each semester unless proof/confirmation from their institution or its operator/local agency (if applicable) could be provided for the number of credit(s)/module(s) that applicants will pursue in the coming semesters within the same AY. |
| (c) Postgraduate research courses (MPhil or PhD) of which <ul style="list-style-type: none"> (i) the tuition fees will be paid in two or more instalments in any AY; or (ii) the tuition fees of the next and subsequent instalments have yet to be announced; or (iii) the tuition fees payable are not in equal instalments. | <ul style="list-style-type: none"> Applicants must submit a separate application for each instalment of their tuition fees payable unless proof/confirmation from their institution or its operator/local agency (if applicable) for the number of instalment(s) and amount that applicants will have to pay in the coming semesters within the same AY; and Applicants' loan application must be for or not exceeding the tuition fee payable for the instalment for which the loan is to be applied. |
| (d) Summer semester course(s)/subject(s) | <ul style="list-style-type: none"> Applicants must submit a separate application if the course(s)/subject(s) is/are not included in any of their previous application(s); and Applicants' loan application must be for or not exceeding the tuition fee(s) payable for all the subject(s) that applicants have enrolled at the time of submission of application. |
| (e) A combination of semester(s)/subject(s) covered by the same application | <ul style="list-style-type: none"> Applicants' loan application must be for or not exceeding the tuition fee(s) payable for any one semester/subject or any combination of semester(s)/subject(s). |
| (f) Any programme or course which does not fall in any of the above-mentioned categories | <ul style="list-style-type: none"> Applicants must submit a separate application for each instalment of their tuition fee(s) payable; and Applicants' loan application must be for or not exceeding the tuition fee payable of that particular instalment. |

3.6 Loan application for an amount greater than the tuition fee(s) payable set out in the above table will not be considered.

4. Interest and Administrative Fee

- 4.1 The ENLS operates on a full-cost recovery basis. Loan borrowers have to pay interest for their loans. Interest rate is set at the Government's no-gain-no-loss rate which is currently set at 3.538% below the average best lending rate ("BLR") of the note-issuing banks, plus a risk-adjusted-factor rate which seeks to cover the Government's risk in disbursing unsecured loans. The risk-adjusted-factor rate has been reduced to zero since the 2012/13 AY. Interest is accrued at the prevailing ENLS interest rate upon loan drawdown and throughout the study period until the loan is repaid in full. The no-gain-no-loss rate will be reviewed by the end of each month and if adjustment is to be made, the adjusted rate will take effect from the first day of the following month. Please refer to the WFSFAA website (http://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLS_interest_and_Admin_fee.pdf) for the prevailing ENLS interest rate.
- 4.2 An administrative fee is chargeable for **each application and each loan account** to recover the full costs of processing the applications and administering the ENLS:

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- 4.2.1 Administrative fee is chargeable upon submission of application and annually thereafter until the ENLS loan and the interest accrued thereon are fully repaid. Administrative fee will be charged on each loan account on an AY basis and is chargeable on 1 December each year. If there is any unsettled balance under the loan account on or after 1 December, administrative fee will be demanded for repayment in the demand note with due date falling on 1 January of the following year.
- 4.2.2 Administrative fee is a fixed fee and will not be charged on a pro-rata basis nor paid by instalments. **Administrative fee paid is neither refundable nor transferable.**
- 4.2.3 Under normal circumstances, loan borrowers will not receive any demand note before the commencement of loan repayment. Thus, the administrative fee accrued during the study period will be demanded for repayment in the first demand note with due date falling on 1 January following the commencement of loan repayment as stipulated in paragraph 12.1 below (If loan borrowers have opted for deferred activation of loan repayment, the administrative fee accrued will be demanded for repayment in the demand note with due date falling on 1 January of the following year). If the loan repayment period shall end before 1 December of the loan repayment commencement year, the administrative fee accrued during the study period will be demanded for repayment in the first demand note after commencement of loan repayment. In other words, **loan borrowers may be required to repay administrative fee accrued for more than one year in the above-mentioned demand note.**
- 4.2.4 For each loan application, apart from the said administrative fee, the fee payable may include a handling charge levied by and payable to their institution (please refer to paragraph 4.4 below for details).
- 4.2.5 Administrative fee is subject to review regularly. Please refer to the WFSFAA website (<http://www.wfsfaa.gov.hk/sfo/en/postsecondary/enls/general/learn/interest.htm>) for the prevailing administrative fee.
- 4.3 In general, loan accounts will be created on a course basis. Interest and administrative fee will be calculated separately for each loan account. Request for merging loan accounts of different courses will not be accepted. If loan borrowers obtain loans under the ENLS as well as other financial assistance/loan schemes administered by the SFO in respect of the same course, separate loan accounts will be created under the respective schemes. Request for merging loan accounts of different schemes will also not be accepted.
- 4.4 The fees payable in the 2023/24 AY by eligible students upon application are set out in the following table:

| Students of | On each application | Remarks |
|--|---------------------|---|
| (a) University Grants Committee (“UGC”)-funded Institutions ³ (b) Hong Kong Institute of Vocational Education and Hong Kong Design Institute under the Vocational Training Council | HK\$ 260 | The amount covers an administrative fee of HK\$180 payable to the Government and a one-off handling charge of HK\$80 for each application payable to the institution. |

³ UGC-funded institutions include the University of Hong Kong, the Chinese University of Hong Kong, the Hong Kong Polytechnic University, Hong Kong Baptist University, City University of Hong Kong, the Hong Kong University of Science and Technology, Lingnan University and the Education University of Hong Kong.

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| Students of | On each application | Remarks |
|---|---------------------|---------|
| (c) The Hong Kong Metropolitan University (including Li Ka Shing School of Professional and Continuing Education) (d) Schools of Professional and Continuing Education of UGC-funded Institutions/other member institutions under the Vocational Training Council (e) Diploma of Applied Education / Diploma Yi Jin (f) Other Eligible Institutions/Course Providers | HK\$ 180 | — |

5. How to Apply

5.1

(i) Payment of Administrative Fee

Please refer to the “Points to Note for Paying the Administrative Fee”

(https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/Points_to_note_for_paying_administrative_fee_E.pdf) for information on the payment methods for the administrative fee.

(ii) Submission of Online Application through “SFO E-link – My Applications”

Please refer to Part II of these “Guidance Notes” for the registration guidelines and demonstration of “SFO E-link – My Applications” (<http://ess.wfsfaa.gov.hk>).

- The online ENLS application form is available in both Chinese and English. If applicants have applied for the ENLS loan(s) by way of the English version, all subsequent correspondence / notifications, including “Undertaking” and “Deed of Indemnity”, will be in English and vice versa.
- If applicants wish to apply for a loan under the ENLS, they should study the “Guidance Notes” [ENLS 140(2023)].

(iii) Completion and Signing of Documents

After submitting the online application, applicants should:

- check and ensure that they have obtained the required application documents and other required supporting documents for this AY;
- complete and sign the “Application Summary” with Declaration **in original** (except applicants who have already signed the Declaration digitally via “iAM Smart+”);
- complete and sign the “Undertaking” fully and truthfully [ENLS 142(2023)];
- ask their indemnifiers to complete and sign the “Deed of Indemnity” [ENLS 143(2023)]; and
- ask their witnesses to complete, witness and sign the relevant parts of the “Undertaking” and the “Deed of Indemnity”.

The “Application Summary” with Declaration, “Undertaking” and “Deed of Indemnity” should be printed clearly on A4 size white paper which is blank on both sides.

(iv) Submission of Documents

Applicants should then submit the documents listed in paragraph 5.4 below to the SFO before the deadline. Applicants may submit the documents required by the following means:

- by mail⁴ to the SFO (**Address: Extended Non-means-tested Loan Scheme Application Processing Unit, Student Finance Office, Working Family and Student Financial Assistance Agency, 11/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon**); or
- through SFO's drop-in boxes⁵ (**Address: 11/F or G/F, Cheung Sha Wan Government Offices ("CSWGOs"), 303 Cheung Sha Wan Road, Kowloon**). ; or
- through the Documents Resubmission Portal ("DRP") (not applicable to the submission of "Undertaking", "Deed of Indemnity" and "Application Summary" with Declaration). (**Applicants may upload the documents to the DRP through the hyperlink at <https://ess.wfsfaa.gov.hk/drpWeb/loginForm?lang=en#!> or by scanning the QR code on the "Checklist for Submission"**).

(v) Verification of Information by the SFO

The SFO may request applicants, their witnesses and/or their indemnifiers for:

- a phone confirmation with SFO staff; and/or
- an interview at SFO office; and/or
- written explanation and additional documents/information; and/or
- signing additional declarations,

during the office hours on or before a specific date, in order to verify/affirm the information provided in the application. If applicants, their witnesses and/or their indemnifiers fail(s) to comply with the above request(s), the SFO reserves the right to withhold processing of the application(s) or disbursement of loan(s).



If the information and all the required documents submitted are complete and in order and the programme(s)/course(s) pursued is/are already included in the Register of Eligible Courses under ENLS, applicants may normally be notified of the result and issued with the Letter of Approval of Loan ("Approval Letter") within three weeks by mail from the date of their submission of complete information to the SFO.



If applicants do not receive the "Approval Letter" **after three weeks** from the date of their submission of complete information to the SFO, please contact the SFO **immediately**. Applicants should note that the "Approval Letter" will cover all the approved loan instalment(s). **Applicants should retain the**

If the information provided is incomplete or if there are any discrepancies in the supporting documents provided, the SFO will require applicants to give an explanation or provide supplementary information. The processing time of such cases will be longer.

The application processing time will also be longer under the following circumstances:

- The information provided by the applicants requires clarification from institutions or other government departments or organisations; or
- The applications involve undischarged bankrupts or subject persons of Individual Voluntary Arrangement

⁴ For proper delivery of the mail items to the SFO, and to avoid unnecessary delivery delay or unsuccessful delivery, please ensure that the mail items bear sufficient postage with return address before mailing. Underpaid mail items will be returned to the senders (with return address) or disposed of (without return address) by the Hongkong Post.

⁵ If applicants submit documents through the drop-in boxes at the SFO, applicants should use the drop-in box inside the Reception Hall on 11/F, CSWGOs (during office hours) or the drop-in box on G/F, CSWGOs (after office hours). The office hours of SFO are Mondays to Fridays from 8:45 a.m.-1:00 p.m. and 2:00 p.m.-5:45 p.m., except for the public holidays.

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|---|---|
| <p>“Approval Letter” and present it every time when they collect the cheque(s) from the SFO. No further “Approval Letter” will be sent to them for each loan instalment.</p> | <p>(“IVA”). The SFO will consider these applications on a case-by-case basis.</p> |
| <p>If applicants’ loan application is approved, the first instalment of loan will normally be paid within three weeks upon the date of approval.</p> | |

- 5.2 Applicants are required to declare in the “Declaration” whether a bankruptcy petition is filed by applicants or presented against them or a bankruptcy order is made against them; or applicants have applied/are applying for an IVA under the Bankruptcy Ordinance; or applicants are aware that legal proceeding(s) has/have been started or are pending or being threatened against applicants for bankruptcy or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of applicants’ assets; or applicants intend to leave Hong Kong for a period longer than three months or emigrate. If the above situation(s) arise(s) subsequent to the signing of the “Declaration”, applicants are obliged to notify the SFO in writing **immediately**.
- 5.3 If applicants are undischarged bankrupt or a subject person of an IVA, they should note the following:
- they should submit the copy of bankruptcy order/petition or their IVA proposal, as appropriate, for the SFO’s record purpose; and
 - their indemnifiers should attend to the SFO in person to complete and sign the “Reply Slip” which is available on the WFSFAA website. Please refer to Part II of these “Guidance Notes” for details.
- 5.3.1 The SFO reserves the right to require applicants to submit supplementary documents/information other than those mentioned in paragraph 5.3 (a) to (b) above as and when required. A longer processing time is required for such application.
- 5.3.2 The final approval of the ENLS application will rest with the SFO solely.
- 5.4 Applicants should submit the documents listed below to the SFO before the deadline. If the documents submitted are incomplete or not in order, the application may not be accepted by SFO.
- the original duly completed and signed “Application Summary” with Declaration (except applicants who have already signed the Declaration digitally via “iAM Smart+”);
 - the original duly completed and signed “Undertaking” in the presence of a witness;
 - the original duly completed and signed “Deed of Indemnity” in the presence of a witness;
 - photocopies of the Hong Kong Identity (“HKID”) cards of the applicants, their indemnifiers, and their witnesses. The photocopies should be made on separate A4 size white paper which is blank on both sides. Computer scanned copies, photocopies made by facsimile machine, enlarged or reduced photocopies, duplicates of the photocopies, unclear or incomplete photocopies of the respective HKID cards are not acceptable. (If the witnesses for the “Undertaking” and “Deed of Indemnity” are different, applicants should provide separate copies of HKID card for each of them);
 - a photocopy of applicants’ Student Identity card (for continuing students) and/or admission letter (for new ENLS applicants and continuing students studying new courses which are not included in previous ENLS applications), together with any document(s) showing the course(s) of study and other admission details in the 2023/24 AY if their Student Identity card/admission letter does not contain such information;
 - if applicants have already paid the tuition fee(s), they should provide the **original** receipt(s). The **original** receipt(s) should be authenticated by the institution and bear the institution chop with the payment date and paid amount of the tuition fee(s), name of institution, name of student/Student Identity card number, name of programme/course and year/term of study clearly stated. If applicants have paid the tuition fee(s) by cheques, the cheques should be authenticated to be honoured by the institution;

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- (ii) if applicants have not paid the tuition fee(s), applicants should submit the photocopies of debit note or payment schedule issued by their institution or its operator/local agency (if applicable) which clearly states the exact amount and payment due date(s) of tuition fee(s) payable;
- (iii) if the application involves paid and unpaid tuition fee(s), applicants should submit required supporting documents as stipulated in (i) and (ii) above;
- (g) the original copy of bank exchange memo/bank receipt showing the exchange rate in Hong Kong dollars if applicants have paid the tuition fee(s) in foreign currencies;
- (h) **copy of documentary evidence** showing applicants and their indemnifier's **residential and correspondence addresses** in Hong Kong in the past three months. Documentary evidence of residential and correspondence addresses should be paper-based letter issued by Government bureaux/departments, public organisations/utilities or commercial organisations. Post office box numbers, public letter boxes, care of addresses or student hostels will not be accepted as valid residential address;
- (i) documentary evidence showing their indemnifier's employment status and income, and office/employer's business address (please refer to paragraph 5.6(d) to (i) below for details);
- (j) documentary evidence showing applicants' employer's business address upon request by the SFO if they are under employment;
- (k) applicants paying the administrative fee through Bank Automated Teller Machines ("ATM") of the Hongkong and Shanghai Banking Corporation ("HSBC") or Hang Seng Bank, or paying cash in person at branch of HSBC should submit **the copy of bank transaction advice/account deposit form/ATM transaction advice** for the administrative fee paid. Applicants should write their English full name and HKID card number on the front side of the original bank transaction advice/account deposit form/ATM transaction advice before making the copy and submitting to SFO. Applicant should keep the original bank transaction advice/account deposit form/ATM transaction advice for the administrative fee paid properly and consider making an extra photocopy for own record. The SFO may request applicants to produce the original copy of administrative fee payment proof. If applicants fail to provide the copy of administrative fee payment proof along with their loan application, or the original of such proof upon SFO's request, applicants have to apply for a bank statement from the Bank showing the transaction concerned. In case of any dispute, the decision of the SFO will be final; and
- (l) if applicants have already **paid** all or part of their tuition fee(s), they should submit a photocopy of the relevant page of their personal savings/current account's bank passbook or bank statement showing their name and account number for our arrangement to reimburse all or part of the loan for the tuition fee(s) disbursed by direct crediting to their bank account. (Note: **All of the above submitted documents are not returnable.**) The SFO reserves the right to request applicants to re-submit any of the above photocopies of supporting documents, provide the original copy for verification, provide additional documents/information, or sign an additional declaration, if necessary. If applicants cannot provide the supporting documents required with sufficient reasons, their application will not be considered further.

5.5 Applicants should note that it is necessary for them to register the "SFO E-link – My Bills" service. The Link-up code to register with "SFO E-link – My Bills" service will be generated when applications submit their application to the SFO. Applicants are required to click "SFO E-link – My Bills" at the "SFO E-link" at <http://e-link.wfsfaa.gov.hk> and create/login their "iAM Smart" or "MyGovHK" account, then proceed to register with "SFO E-link – My Bills" service. Applicants can view the registration guidelines in the "SFO E-link" website (https://e-link.wfsfaa.gov.hk/EBILLPRD/docs/E_link_Registration_Guidelines_sla_EN.pdf). Once the online application is submitted, no online amendments will be allowed. All subsequent amendments should be made in writing. Besides, all supporting documents, once submitted, are not returnable. Applicants are advised to retain a paper copy or computer backup for own reference.

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5.6 To be acceptable as an **Indemnifier**, a person must be:

- (a) a Hong Kong resident holding a **Hong Kong Permanent Identity Card**;
- (b) at or over 21 years of age;
- (c) gainfully employed in Hong Kong and financially sound. Persons who are not gainfully employed (e.g. retired persons, housewives, etc.), those without regular income and/or income proof (e.g. casual workers, etc.) and students are **not** acceptable;
- (d) able to produce, (i) documentary evidence showing that he/she has a regular income such as a copy of his/her **latest complete** demand note on tax issued by the Inland Revenue Department, and (ii) **valid** Business Registration Certificate and/or **valid** Certificate of Incorporation issued by the Companies Registry if the indemnifier is self-employed;
- (e) able to produce documentary evidence showing his/her **current employment status** in Hong Kong (e.g. written certification from employer with company chop, indemnifier's business name card or staff card, etc.);
- (f) able to produce his/her recent three months' **salary records** (e.g. the latest **complete** individual demand note on tax issued by the Inland Revenue Department, written certification of his/her job title and wages from employer with company chop or a copy of his/her bank statements/passbook showing the income (with the relevant page of his/her bank passbook or account statement showing his/her name and account number, etc.);
- (g) able to produce **copy of documentary evidence** showing his/her **residential and correspondence addresses** in Hong Kong in the past three months. Documentary evidence of residential and correspondence addresses should be paper-based letter issued by Government bureaux/departments, public organisations/utilities or commercial organisations. Post office box numbers, public letter boxes, care of addresses and student hostels will not be accepted as valid residential address;
- (h) able to produce **documentary evidence showing his/her office/employer's business address** in Hong Kong (e.g. his/her business name card or letter issued to him/her by his/her employer, etc.); and
- (i) able to produce documentary evidence showing his/her financial position upon request by the SFO.

5.6.1 The following person is **not** acceptable to act as an indemnifier if, at the time when he/she signs the "Deed of Indemnity", he/she:

- (a) is an undischarged bankrupt; or
- (b) is aware that a bankruptcy petition will be filed by him/her or presented against him/her or a bankruptcy order is made against him/her; or
- (c) has applied/is applying for an IVA; or
- (d) is aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his/her assets; or
- (e) is involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or if there is any claim (whether inside or outside Hong Kong) presently in progress or pending or being threatened against him/her or any of his/her assets; or
- (f) intends to leave or has already left Hong Kong for a period longer than three months or to emigrate or has already emigrated; or
- (g) is the applicant himself/herself.

Besides, if a person who has any arrears (including but not limited to grant(s), loan(s), interest, overdue interest, administrative fee and any recovery costs (including legal costs and related

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expenses in the course of legal recovery action), etc.) under any financial assistance/loan scheme(s) administered by the SFO, or has previously failed to comply with the terms and conditions of any financial assistance/loan scheme(s) administered by the SFO, he/she is not acceptable to act as an indemnifier.

5.6.2 If after the indemnifier signed the “Deed of Indemnity” and before the loan and interest accrued are repaid in full, the applicants are aware that the indemnifier is deceased; or a bankruptcy petition is filed by or presented against the indemnifier or a bankruptcy order is made against the indemnifier; or the Indemnifier applies for an IVA under the Bankruptcy Ordinance; or a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of the Indemnifier’s assets; or the Indemnifier is involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or if there is any claim (whether inside or outside Hong Kong) against the indemnifier or any of his/her assets; or the indemnifier intends to leave/has left Hong Kong for a period longer than three months or to emigrate; or the indemnifier for other reasons becomes incapable of fulfilling the obligations under the “Deed of Indemnity”, applicants should to notify the SFO in writing **immediately** and procure **immediately** or otherwise upon the first written demand of the SFO, an alternative Indemnifier located in Hong Kong and acceptable to the Government to execute the “Deed of Indemnity” in favour of the Government, failing which the SFO has the power to demand applicants to make immediate repayment of all outstanding balance of the ENLS loan, interest, overdue interest (if any), administrative fee (if any) and expenses.

5.6.3 Director(s), officer(s) or employee(s) of any of the following persons or body of persons (whether corporate or unincorporate) are **not** acceptable to act as Indemnifier:

- (a) the institution which offers the course (eligible under the ENLS) pursued or intended to be pursued by the applicant; or
- (b) the operator or local agency (if applicable) of paragraph 5.6.3(a) above; or
- (c) any of the respective “associated companies” (including holding companies and subsidiaries) of paragraph 5.6.3(a) or (b) above where “associated company” shall have the respective meaning attributed to such term under section 2 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

5.7 To be acceptable as a **Witness**, a person must be:

- (a) a Hong Kong resident holding a **Hong Kong Permanent Identity Card**; and
- (b) at or over 18 years of age.

5.7.1 Director(s), officer(s) or employee(s) of any of the following persons or body of persons (whether corporate or unincorporate) are **not** acceptable to act as witness:

- (a) the institution which offers the course (eligible under the ENLS) pursued or intended to be pursued by the applicant; or
- (b) the operator or local agency (if applicable) of paragraph 5.7.1(a) above; or
- (c) any of the respective “associated companies” (including holding companies and subsidiaries) of paragraph 5.7.1(a) or (b) above where “associated company” shall have the respective meaning attributed to such term under section 2 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

5.7.2 Applicants are **not** acceptable to act as the witness for their own “Undertaking” and the corresponding “Deed of Indemnity”. Their Indemnifiers are also **not** acceptable to act as the witness of their own “Deed of Indemnity” and the corresponding “Undertaking”.

5.7.3 The SFO may request a witness to produce documentary evidence showing his/her residential address, correspondence address and other required supporting documents. Post office box numbers, public letter boxes, care of addresses or student hostels will not be accepted as valid residential address.

- 5.8 If applicants and/or their indemnifiers have any arrears of grant and/or loan and/or subsidy under any financial assistance/loan scheme(s) administered by the WFSFAA, or applicants and/or their indemnifiers have previously failed to comply with the terms and conditions of any financial assistance/loan scheme(s) administered by the WFSFAA, the WFSFAA reserves the right to withhold processing of their application(s) or disbursing of loan(s) to applicants.
- 5.9 Each application can only cover one programme/course provided by one institution/course provider.
- 5.10 A maximum of three different loan drawdown dates for each application is allowed. The drawdown date of the ENLS loan shall be:

| Payment Method | Drawdown Date for the ENLS loan |
|---|---|
| (a) Issue of cheque made payable to applicants' institution or its operator/local agency (if applicable) and to be collected by the applicant in person or by an authorised person on applicants' behalf. | The specified date for collection of the cheque as stipulated in the Approval Letter mailed to applicants by the SFO. All the drawdown dates are not applicable on Saturdays, Sundays or public holidays. |
| (b) Direct credit to applicants' bank account. (Applicable if applicants have already paid all or part of the tuition fees covered in their application.) | The date on which direct credit is made to applicants' bank account. |

- 5.11 Applicants who need to pay the tuition fees in foreign currency can either:
- (a) pay the tuition fees first and apply for the ENLS loan based on the exchange rate as stated in the bank exchange memo/bank receipt (if applicants have paid their tuition fees in foreign currency direct and hence cannot produce a bank exchange memo/bank receipt, the SFO will calculate their loan amount in Hong Kong dollars according to the opening selling rate of the Hong Kong Association of Banks on the date of their ENLS loan application is approved); or
 - (b) apply for the ENLS loan to pay the tuition fees in foreign currency direct [only applicable if applicants are pursuing a registered course or exempted course under the Non-local Higher and Professional Education (Regulation) Ordinance (Chapter 493)]. The SFO will issue cheque(s) in foreign currency made payable to the concerned institution by instalment(s). **The ENLS loan will be valued in Hong Kong dollars.** The loan amount will be set at the opening selling rate of the Hong Kong Association of Banks on the date when the Treasury processes the payment voucher.
- 5.12 Since loans are valued in Hong Kong dollars, if applicants choose to have the loan disbursed in foreign currency by cheque(s), they should note the risk brought about by the fluctuation of exchange rate and bear all the possible financial loss arising from the change of the rate. The SFO is not responsible for any possible loss on applicants due to the fluctuation of the exchange rate.

6. Notes to Applicants of the CEF / DAE / DYJ / FAEAEC

- 6.1 The Government may apply any reimbursement amount granted to applicants under different courses or programmes to offset any amount payable/repayable by them to the Government in accordance with the terms and conditions of the ENLS loan(s) **immediately** upon the disbursement of the fee reimbursement in the following order of priority:

| Course or Programme | Reimbursement amount |
|---|--|
| CEF Course ⁶ | Any fee reimbursement |
| DAE / DYJ / FAEAEC programme ⁷ | Any tuition fee reimbursement (including 30%, 50% or 100% tuition fee reimbursement ⁸ as the case may be) |

- Firstly, any overdue instalment of the ENLS loan due and payable by applicants;
- Secondly, any outstanding annual administrative fee due and payable by applicants in relation to the ENLS loan;
- Thirdly, overdue interest and recovery costs incurred by the Government that has become payable by applicants for recovery of the outstanding ENLS loan;
- Fourthly, all interest already accrued on the ENLS loan calculated as follows;

| Loan Account Status | Interest Cut-off Date of Lump Sum Loan Offsetting | Interest Cut-off Date of Partial Loan Offsetting |
|----------------------------------|---|---|
| Before commencement of repayment | Preceding day of the date of disbursement of the reimbursement under the CEF ⁶ / DAE / DYJ / FAEAEC ⁷ claim application | |
| During the repayment period | Preceding day of the date of disbursement of the reimbursement under the CEF ⁶ / DAE / DYJ / FAEAEC ⁷ claim application | Preceding day of the due date of the forthcoming instalment |

- Fifthly, balance of the outstanding ENLS loan drawn down by applicants; and
- Sixthly, any other sum incurred by the Government that has become payable by applicants for granting or recovery of the ENLS loan.

6.1.1 After the offsetting as mentioned in paragraph 6.1, any remaining balance of the reimbursement amount will be handled as follows: -

| Course or Programme | Handling Method(s) |
|-------------------------|--|
| CEF Course ⁶ | The amount will be credited to applicants' designated bank account in accordance with the CEF fee reimbursement procedures set out in the "Guidance Notes" concerned (as the Government may amend or supplement from time to time) |

⁶ The CEF Course must be a course in the programme of studies under which the ENLS loan is being granted to applicants.

⁷ The offsetting arrangement will not be applicable to the ENLS loan borrowers who have been approved with ENLS loan(s) for their studies of DYJ / FAEAEC programme before the 2019/20 AY.

⁸ Students' eligibility for 50% or 100% tuition fee reimbursement is subject to passing the means test as the SFO may prescribe from time to time for assessing their eligibility for half/full level of assistance. Separate applications should be made to the SFO for applying for half/full level of assistance by submitting "Electronic Household Application Form for Student Financial Assistance Schemes" through "SFO E-link – My Applications (Financial Assistance Schemes at Pre-primary, Primary and Secondary Levels)" platform, "Household Application Form for Student Financial Assistance Schemes" (SFO 7B) or "Household Application Form for Student Financial Assistance Schemes (Pre-printed Form)" (SFO 106B).

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| Course or Programme | Handling Method(s) |
|---|--|
| DAE / DYJ / FAEAEC programme ⁷ | The amount will be credited to applicants' parent/guardian's or applicants' designated bank account in accordance with the DAE / DYJ / FAEAEC tuition fee reimbursement procedures |

6.1.2 Any remaining balance of applicants' ENLS loan(s) and the interest accrued thereon shall be repaid in the manner as mentioned in paragraph 12.1.

- 6.2 Where the reimbursement amount is less than the aggregate sums of items set out in paragraph 6.1 (a) to (f) above and the loan repayment period of the ENLS loan account has already commenced, the order of deduction in paragraph 6.1 applies, save and except that the interest accrued on the ENLS loan (paragraphs 6.1 (c) and (d) refer) is calculated up till the day preceding the repayment due date of applicants' forthcoming ENLS loan instalment after the Government exercises its right stipulated in paragraph 6.1.
- 6.3 Paragraphs 6.1 and 6.2 are applicable to applicants regardless of whether a deferred repayment of the ENLS loan is being granted to them.
- 6.4 In the event that approval has been given to applicants to defer their repayment of the ENLS loan and the reimbursement amount under the specific course or programme is less than the amount that would have been payable by applicants under the ENLS (as if no deferment of loan repayment has been granted to them) on the repayment due date of the forthcoming ENLS loan instalment after the date the Government has exercised its right under paragraph 6.1, the reimbursement amount shall be deposited in applicants' loan credit balance account and shall be applied to partially settle the next demand note of the corresponding ENLS loan account.
- 6.5 The Government may disclose applicants' relevant ENLS loan information to their institution and the applicant of 30%, 50% or 100%⁸ tuition fee reimbursement for their studies of the DAE / DYJ / FAEAEC programme for the purpose of the aforementioned offsetting arrangement.

7. Application Deadline

- 7.1 The ENLS application deadline for the 2023/24 AY is **31 July 2024**. Applicants **should still have not yet completed all the lectures of course(s)** under application of the 2023/24 AY at the time of application submission. All applicants should submit their application timely to facilitate prompt application processing and early disbursement of the loan by the SFO as appropriate. Please refer to the WFSFAA website for more details (<https://www.wfsfaa.gov.hk/en/sfo/postsecondary/enls/deadlines.php>).
- 7.2 Students of the Hong Kong Metropolitan University ("HKMU") should also refer to the "Supplementary Guidance Notes" [ENLS 202(AUT2023), ENLS 202(STR2024) or ENLS 202(SUM2024)] for the application procedures, deadline and payment arrangement of the loan to settle the tuition fee of course(s) offered in the 2023 Autumn Term, 2024 Spring Term or 2024 Summer Term. The "Supplementary Guidance Notes" are obtainable at the HKMU and also available on the WFSFAA website (<http://www.wfsfaa.gov.hk/sfo/en/postsecondary/enls/application/forms.htm>).
- 7.3 Neither the application nor the approval for an ENLS loan carries any implications that the payment due date(s) of their tuition fee(s) has been or will be deferred automatically by their institution or its operator/local agency (if applicable). It is the applicants' own responsibility to ensure that they are able to settle their tuition fee(s) on or before the due date(s) set by their institution or its operator/local agency (if applicable) or liaise with their institution or its operator / local agency (if applicable) to see if any prior arrangements should be made in respect of their tuition fee(s) payment. Applicants should therefore note the time required for the different payment methods of the loan as specified in paragraph 8 below if they wish to settle the tuition fee(s) by the loan on or before the due date(s), and

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make early loan application. **The SFO will not bear any responsibility for any loss or damage caused to applicants due to their late settlement of tuition fee(s) for whatever reason(s).**

8. Disbursement of Loan

- 8.1 **The SFO will normally disburse the first loan instalment to loan borrowers within three weeks upon the date of approval of their loan application by the following methods:**

| Settlement of Tuition fees | Loan Disbursement Method |
|---|---|
| (a) Part/All of the tuition fees paid by loan borrowers | The paid part of loan borrowers' tuition fees will be directly credited to their designated bank account*. |
| (b) Part/All of the tuition fees unpaid by loan borrowers | The unpaid part of loan borrowers' tuition fees will be disbursed by cheque(s) [^] made payable to their institution or its operator/local agency [#] . Loan borrowers must reserve a time slot using "SFO E-link – My Counter Appointments" and come to the SFO to collect the cheque(s) within one month from the loan drawdown date. |

* The bank account should be loan borrowers' personal savings/current account. Time deposit account, credit card account, foreign currency account, personal loan account and security/investment account will not be accepted for crediting purpose. Loan borrowers must be the **sole holder** of the account. If loan borrowers do not have a valid bank account, they should open one before submitting the application. The SFO will not bear any responsibility for any loss or charge caused to them due to failure in crediting loan to their bank account. If the loan cannot be credited to loan borrowers' bank account because they provided incorrect bank account information, or the bank account has been cancelled or frozen, loan borrowers are required to submit the new bank account information to the SFO in writing including the photocopy of the relevant page of their bank passbook or account statement showing their name and account number. The new drawdown date will be determined by the SFO.

[^] Applicable to all eligible institutions other than Hong Kong Metropolitan University.

[#] Applicable to registered courses or exempted courses under the Non-local Higher and Professional Education (Regulation) Ordinance (Chapter 493).

- 8.2 **Within one month upon the loan drawdown date(s) as specified in the "Approval Letter" mailed to loan borrowers, loan borrowers must reserve a time slot using "SFO E-link – My Counter Appointments" and come to the SFO to collect the cheque(s). Loan borrowers could come in person or authorise a person on their behalf to collect the cheque(s) made payable to their institution or operator/local agency. The loan interest will accrue from the loan drawdown date(s) until the date of loan cancellation or the loan is fully repaid. The interest will still accrue from the loan drawdown date(s) even if loan borrowers do not collect the cheque(s).**

When loan borrowers collect the cheque(s) in person, they should produce the following documents:

- (a) Loan borrowers' HKID card; and
- (b) The original copy of the "Approval Letter".

If loan borrowers authorise a person to collect the cheque(s) on their behalf, the authorised person must have attained 18 years of age and should produce documents (a) and (b) and submit documents (c) and (d) as set out below:

- (a) The HKID card of the authorised person;
- (b) The original copy of the "Approval Letter";
- (c) The duly completed authorisation form (which are available on the WFSFAA website and details are set out in Part II of these "Guidance Notes"); and

(d) The photocopy of the loan borrower's HKID card (loan borrower must sign beside the image and the signature should be identical to that on the authorisation form).

- 8.3 Loans are valued in Hong Kong dollars. If loan borrowers have purchased a bank draft to pay their tuition fees in foreign currency, they should provide the bank exchange memo/bank receipt and the payment receipt of their tuition fees on submission of the application. The SFO will reimburse loan borrowers for the loan amount in Hong Kong dollars according to the exchange rate as stated in the bank exchange memo/bank receipt.
- 8.4 The loan disbursed by cheque(s) in foreign currency is valued in Hong Kong dollars for calculation of the loan principal and the interest accrued in respect of loan repayment, and cancellation and return of cheques. Loan borrowers should pay attention to the risk brought about by fluctuation of the exchange rate and bear all the possible financial loss arising from the change of the rate.
- 8.5 If loan borrowers have paid their tuition fee in foreign currency direct and cannot provide a bank exchange memo/bank receipt, the SFO will calculate their loan amount in Hong Kong dollars according to the opening selling rate of the Hong Kong Association of Banks on the date their application is approved.
- 8.6 **If loan borrowers' tuition fees for the programme pursued are payable by instalments throughout the AY, their application can only cover a maximum of three different loan drawdown dates (excluding the date of reimbursement for their paid part of tuition fees by direct credit to their bank account) in each application. Loan borrowers may request for up to six cheques of three different drawdown dates if all the loan instalments are disbursed by cheques. However, if one of the instalments is disbursed by direct credit to loan borrowers' bank account, they could only request for up to five cheques.** The loan will be disbursed by the methods set out in paragraph 8.1 above.
- 8.7 All the loan drawdown dates do not include Saturdays, Sundays or public holidays and the dates as set out by the SFO in the "Approval Letter" for successful applications shall be final.
- 8.8 Loan borrowers should check with their institution or its operator/local agency to confirm the exact cheque payee name in English and enter the name accurately on the Online Application Form. The cheque payee name must be entered in English. If there is any change in the cheque payee name, loan borrowers must notify the SFO in writing at least eight working days before the loan drawdown date(s) as indicated in the "Approval Letter". If the cheque(s) cannot be credited to the bank account of loan borrowers' institution or its operator/local agency because of incorrect cheque payee name provided by loan borrowers, they must resubmit a fresh application for the respective loan instalment. In the meantime, it is the loan borrowers' own responsibility to liaise with their institution or its operator/local agency with regards to payment of their tuition fees. The SFO will not bear any responsibility for any loss or damage caused to loan borrowers due to their late settlement of tuition fees for whatever reason(s).
- 8.9 **If the ENLS loan is disbursed to loan borrowers by cheque(s), the loan will be deemed to have been borrowed and duly received by them starting from the loan drawdown date.**
- 8.10 If the cheque(s) is/are lost or spoiled for whatever reason(s), loan borrowers should notify the SFO in writing immediately with reason(s) for reissue/cancellation of the cheque(s). In the meantime, it is the loan borrowers' own responsibility to liaise with their institution or its operator/local agency with regards to payment of their tuition fees. The SFO will not bear any responsibility for any loss or damage caused to loan borrowers due to their late settlement of tuition fees for whatever reason(s). Loan borrowers are still liable for repaying the interest accrued from the loan drawdown date until the date of loan cancellation.
- 8.11 Once loan borrowers' loan application is approved, the SFO will not accept application for change of loan disbursement method(s) or cheque payee name. If there is insufficient time for the SFO to disburse the loan by cheque to loan borrowers on or before the due date of their tuition fees, they have to pay the tuition fees by themselves first and later resubmit a fresh application and pay the administrative fee again. The SFO will reimburse loan borrowers for the paid tuition fees by directly crediting to their bank account after approval of the loan application.

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- 8.12 In the “Approval Letter”, loan borrowers will be notified of the loan amount, loan disbursement method(s) and respective loan drawdown date(s). If loan borrowers do not receive the “Approval Letter” after three weeks from the date of submission of their application with all the required documents to the SFO, they should contact the SFO immediately.
- 8.13 If loan borrowers decide to change the loan drawdown date(s) and/or the loan amount, they should submit a duly completed form of “Change of Particulars/Cancellation of Approved Loan(s)” [ENLS 146_E(2023)] which is available on the WFSFAA website (details are set out in Part II of these “Guidance Notes”). Such applications are limited to the following purposes:
- (a) With regards to changing the loan amount, loan borrowers can only deduct the loan amount of individual instalment(s). The revised sum of the loan instalment(s) should not be more than the original total approved loan amount. Loan borrowers must return the duly completed form of “Change of Particulars/Cancellation of Approved Loan(s)” [ENLS 146_E(2023)] at least eight working days (the date of receipt by the SFO shall be final) before the loan drawdown date(s). Deduction of the amount of the individual loan instalment(s)/the total loan is irrevocable.
 - (b) With regards to changing the loan drawdown date(s), loan borrowers must return the duly completed form of “Change of Particulars/Cancellation of Approved Loan(s)” [ENLS 146_E(2023)] at least eight working days (the date of receipt by the SFO shall be final) before the original/revised loan drawdown date(s) (whichever is earlier). Loan borrowers’ proposed new loan drawdown date(s) cannot be earlier than three weeks upon the date of approval.
- 8.14 If the SFO does not receive the form of “Change of Particulars/Cancellation of Approved Loan(s)” from loan borrowers before the time as specified in paragraph 8.13 above, the loan instalment(s) will be disbursed on the original drawdown date(s). Verbal application for change of loan particulars will not be accepted.
- 8.15 If loan borrowers and/or their indemnifiers have any arrears of grant(s) and/or loan(s) and/or subsidy(ies) under any financial assistance/loan scheme(s) administered by the SFO, the SFO reserves the right to withhold the disbursement of loan to them and offset the overpaid amount from the loan to which they are entitled in the year, even after processing of their application(s). The balance of the ENLS loan after the offsetting (if any) will be released to them. In addition or as an alternative, the SFO may require loan borrowers to refund the overpaid amount immediately.
- 8.16 If:
- (a) loan borrowers decide to withdraw from/cease/suspend/defer their study; or
 - (b) loan borrowers transfer to another programme/institution; or
 - (c) loan borrowers cannot complete their programme(s)/course(s) of study for whatever reason(s); or
 - (d) loan borrowers’ institution fails to provide the course(s) under their application to them for whatever reason(s); or
 - (e) loan borrowers are no longer the eligible student of the programme/institution concerned for whatever reason(s),
- loan borrowers must notify the SFO in writing immediately for follow-up actions, including but not limited to withholding the disbursement of loan to them.
- 8.16.1 If loan borrowers delay notifying the SFO resulting in the disbursement of the loan to them on the original drawdown date(s), they are liable for repaying to the SFO the full amount of the ENLS loan disbursed, the interest accrued thereon and any recovery costs incurred by the SFO in a lump sum/by instalments.

9. Offsetting Arrangements

- 9.1 If loan borrowers have obtained the ENLS loan and subsequently received financial assistance under the FASP for the same course and the total amount of financial assistance they obtained under the ENLS and FASP exceeds the maximum level of financial assistance under the two schemes (please refer to paragraph 3.1 above), their ENLS loan amount will be adjusted according to the arrangements set out below.
- 9.1.1 If loan borrowers have received the ENLS loan, and the total amount of ENLS loan received and financial assistance offered under the FASP exceeds the maximum level of financial assistance under the two schemes, the SFO will then offset the overpaid ENLS loan by the FASP grant to be payable to them. If the grant is insufficient to fully offset the overpaid ENLS loan, the balance of the overpaid ENLS loan will be offset by deducting from the loan portion of the FASP loan to be provided to them. Any amount of the ENLS loan overpaid which is deducted from loan borrowers' FASP assistance will be deemed to have been accepted by them under the terms and conditions of the FASP. Please refer to the "Notice of Offer of Financial Assistance under the FASP for 2023/24 AY" [SFO 263 (2023)] which is available at the WFSFAA website (<http://www.wfsfaa.gov.hk/sfo/pdf/common/Form/fasp/fasploandocuments.pdf>). The effective date of this adjustment to loan borrowers' ENLS loan record will be the date of notification of loan borrowers' FASP result. Interest accrued for the ENLS loan amount overpaid remains chargeable at the ENLS interest rate from the date the ENLS loan was first drawn down until the date of adjustment to loan borrowers' ENLS loan account record.
- 9.1.2 Even if loan borrowers' ENLS loan has been fully offset by their FASP grant and/or loan and the revised loan balance is HK\$0, ENLS interest would still accrue for the overpaid ENLS loan for the period from the first drawdown date of the ENLS loan to the date of offsetting. Loan borrowers are advised to submit an early repayment request of the ENLS interest immediately after the offsetting to the Student Loan Unit of the SFO. Otherwise, an administrative fee will be accrued on this ENLS loan account on an AY basis in the same manner as ordinary loan accounts. The accrued interest and/or administrative fee will be demanded upon loan borrowers' commencement of loan repayment. The administrative fee is chargeable on 1 December each year. Loan borrowers are required to repay the accrued interest and the administrative fee until the ENLS loan and the interest accrued thereon are fully repaid. In addition, the ENLS loan so offset by the loan portion of the FASP financial assistance will be deemed to have been borrowed by loan borrowers under the terms and conditions of the FASP at an interest rate of 1% per annum chargeable from the commencement date of the loan repayment period under the FASP.
- 9.1.3 If loan borrowers' ENLS loan has been partially offset by their FASP grant and/or loan and there is remaining loan balance, ENLS interest would still accrue for the overpaid ENLS loan for the period from the first drawdown date of the ENLS loan to the date of offsetting. Loan borrowers' obligations in relation to the ENLS interest so accrued and the amount of the ENLS loan remaining after the partial offsetting shall remain unchanged and shall continue as stated on the terms and conditions as set out in the "Approval Letter", in the "Undertaking" signed by them, in these "Guidance Notes" and including the terms and conditions subsequently amended and supplemented by the SFO. In addition, the ENLS loan so offset by the loan portion of the FASP financial assistance will be deemed to have been borrowed by loan borrowers under the terms and conditions of the FASP at an interest rate of 1% per annum chargeable from the commencement date of the loan repayment period under the FASP.

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- 9.2 Loan borrowers' ENLS loan will not be offset by their FASP grant and/or loan automatically as mentioned in paragraph 9.1 above if the total amount of assistance they obtain under the FASP and the ENLS does not exceed the maximum level allowed. Under such circumstances, if loan borrowers wish to repay their ENLS loan already disbursed to them, they need to make a request for early repayment of the ENLS loan (please refer to paragraph 12.11 below).

10. Application for Another ENLS Loan

- 10.1 Applicants should apply for another ENLS loan(s) to cover their tuition fees of subsequent semester(s)/instalment(s) within the 2023/24 AY if they were not covered in any previous application(s).

10.1.1 Please note that:

- (a) an administrative fee is payable for each application;
- (b) application for another ENLS loan(s) should follow the same procedures as those for the first application; and
- (c) the amount of another ENLS loan(s) should not exceed applicants' life-time loan limit or its remaining balance as stipulated in paragraphs 3.1 to 3.3 above.

11. Cancellation of Loan

- 11.1 **If loan borrowers decide to cancel their ENLS loan which has been approved but not yet disbursed to them, they must return the duly completed form of "Change of Particulars/Cancellation of Approved Loan(s)" [ENLS 146_E(2023)] at least eight working days (the date of receipt by the SFO shall be final) before the loan drawdown date(s).** The form is available on the WFSFAA website. Please refer to Part II of these "Guidance Notes" for details. Verbal application for loan cancellation will not be accepted. If loan borrowers would like to cancel the loan after the said date, please refer to paragraph 11.2 below.

- 11.2 **If loan borrowers decide to cancel the cheque(s) which has/have been issued / is/are under processing, they should return the duly completed form of "Cancellation of Cheque(s) Issued" [ENLS 222_E(2023)] together with the cheque(s) (if any) to the SFO.** The form is available on the WFSFAA website. Please refer to Part II of these "Guidance Notes" for details.

Loan borrowers are liable for repaying the interest accrued from the loan drawdown date(s) until the date(s) of loan cancellation. If loan borrowers' loan is disbursed by cheque(s) in foreign currency, for cancellation of cheque(s), calculation of the loan principal and the interest accrued will be based on the loan disbursed on the loan drawdown date in Hong Kong dollars. Loan borrowers are liable for paying the difference if the amount redeemed from the cancelled cheque by the bank is lower than the amount on the drawdown date due to change of the exchange rate, and also the interest accrued. If loan borrowers are required to refund the overpaid loan to the SFO, they should send a crossed cheque or cashier order in Hong Kong dollars to the SFO. The cheque should be made payable to "The Government of the Hong Kong Special Administrative Region". Verbal application for cancellation of cheque will not be accepted.

- 11.3 **The loan drawdown date(s) is/are the specified date(s) for collection of the cheque(s) as stipulated in the "Approval letter" mailed to loan borrowers. If loan borrowers do not collect the cheque(s) within one month from the loan drawdown date, the cheque(s) will be deemed as uncollected and the loan will be cancelled automatically. Interest will still accrue from the loan drawdown date until the date(s) of loan cancellation.** Loan borrowers are liable for repaying the interest accrued and an administrative fee charged every AY. If loan borrowers wish to apply for the same ENLS loan again in the same AY, loan borrowers must resubmit a fresh application and pay the administrative fee again.
- 11.4 **Cancellation of the loan instalment(s) or the whole loan is irrevocable. The administrative fee paid is neither refundable nor transferable. If loan borrowers wish to apply for the same ENLS loan again in the same AY, they must resubmit a fresh application and pay the administrative fee again.**

- 11.5 **Cheques are normally valid for six months from the cheque date. If cheques are not presented within six months after the cheque date, they will become invalid automatically.** Interest will accrue from the loan drawdown date until the date(s) of loan cancellation. Loan borrowers are liable for repaying the interest accrued. **Cheques in foreign currency (i.e. demand drafts) are not necessarily valid for six months, depending on the regulations of different banks.** Loan borrowers should therefore collect and give the cheque(s) in foreign currency to their institution or its operator/local agency to present the cheque(s) in foreign currency as early as possible on or after the loan drawdown date. **If loan borrowers do not present the cheque(s) in foreign currency, they must return the duly completed form of "Cancellation of Cheque(s) Issued" [ENLS 222_E(2023)] together with the cheque(s) in foreign currency (if any) to allow the arrangement to return the cheque(s) in foreign currency to the Treasury and the relevant bank for cancellation. Otherwise, loan borrowers will be deemed to continue borrowing the loan, and interest will accrue from the loan drawdown date until the date(s) of loan cancellation or the ENLS loan and the interest accrued thereon are fully repaid.** In any case, if the cheque has been cancelled automatically or invalid and loan borrowers wish to apply for the same ENLS loan again in the same AY, they must resubmit a fresh application and pay the administrative fee again.
- 11.6 Even if loan borrowers' ENLS loan has been cancelled, interest may still have accrued under their loan account from the loan drawdown date until the date of loan cancellation. Loan borrowers should submit an application of early repayment of the interest accrued to the Student Loan Unit of the SFO immediately after the loan cancellation. Otherwise an administrative fee will be charged on every loan account on an AY basis as charging of administrative fee in every loan application (please refer to paragraph 4.2 above).

12. Loan Repayment & Electronic Demand Note and Notification

- 12.1 With a view to facilitating better financial management of loan borrowers, loan borrowers who have obtained ENLS loans without any loan accounts repaying with quarterly repayment arrangement under other financial assistance/loan schemes administered by the SFO are required to repay the ENLS loans and the interest accrued in full by monthly instalments. The ENLS loans borrowed by loan borrowers and the interest accrued thereon are repayable in 15 years ("Repayment Period") by 180 equal monthly instalments; or in a shorter Repayment Period by equal monthly instalments as agreed by the SFO, under the following circumstances:
- (a) upon graduation;
 - (b) after loan borrowers have completed the relevant programme(s)/course(s) of study;
 - (c) upon achievement of the requisite number of credits/modules for loan borrowers' programme of study;
 - (d) upon achievement of the required credits for completion of the courses offered by the Hong Kong Metropolitan University; or
 - (e) lapse of six years from the first disbursement of the loan,
- whichever is the earliest. The Repayment Period shall commence after the course has officially ended while the interest shall accrue on the loan as soon as the loan has been disbursed until the loan and interest accrued are repaid in full. If loan borrowers do not receive the notice of commencement of repayment or Demand of Repayment within six months after their graduation or the course has officially ended, they should notify the SFO in writing **immediately**. If loan borrowers cannot complete their study by the tentative date of graduation, they should notify the SFO in writing with the supporting document(s) issued by their institution(s).

12.2 If:

- (a) loan borrowers decide to withdraw from/cease/suspend/defer their studies;
- (b) loan borrowers transfer to another programme/institution;
- (c) loan borrowers cannot complete their programme(s)/course(s) of study for whatever reason(s);
- (d) loan borrowers' institution fails to provide the course(s) under application to them for whatever reason(s); or
- (e) loan borrowers are no longer the eligible student of the programme/institution concerned for whatever reason(s),

after the SFO has disbursed the loan to them or issued to them by cheque(s) made payable to their institution or its operator/local agency (if applicable), loan borrowers should notify the SFO in writing **immediately** and repay the ENLS loan in a lump sum or by equal instalments; and if by instalments over a revised Repayment Period, also the interest accrued at the prevailing ENLS interest rate per annum. The length of the Repayment Period, its commencement date, and any repayment arrangements shall be decided by the SFO.

12.2.1 If loan borrowers' institution refunds to them any amount of tuition fee paid, they should notify the SFO in writing **immediately**. Loan borrowers should use the refund to set off their loan.

12.2.2 If loan borrowers are entitled to obtain **course fee reimbursement under CEF or tuition fee reimbursement of the DAE / DYJ / FAEAECE programme**, the SFO may apply the reimbursement amount to offset their ENLS loan(s) **immediately** upon the disbursement of the fee reimbursement. The remaining balance of loan borrowers' ENLS loan(s) (if any) and the interest accrued thereon shall be repaid in the manner as mentioned in paragraph 12.1 above.

12.3 Arrangement of demand notes and notifications are as follows:

- (a) Instalments will normally fall due on 1st of each calendar month for monthly repayment; while on 1 January, 1 April, 1 July and 1 October each year for quarterly repayment⁹. Demand notes and/or notifications will be issued 14 days before each due date as far as practicable. If loan borrowers do not receive the demand note and/or notifications seven days before each due date, they should contact the SFO immediately. Non-receipt of demand note does not exempt loan borrowers from the obligation to repay the instalment due on or before the due date. If repayment has not been made duly, loan borrowers will be required to repay the Government the overdue amount together with overdue interest as set out in paragraph 12.8 below.
- (b) For environmentally friendly reason and to avoid possible non-receipt of postal demand notes, monthly demand notes would be uploaded to the "SFO E-link" online platform (<https://e-link.wfsfaa.gov.hk>) and notifications would be sent to the "MyGovHK" and/or "iAM Smart" online platforms for loan borrowers' viewing, printing and downloading. Loan borrowers need to safekeep their "MyGovHK" and/or "iAM Smart" account login username and password (if applicable) to receive repayment notifications and demand notes through the "SFO E-Link – My Bills" service. If loan borrowers have not logged into the "MyGovHK" for a period of 36 months, their accounts will be terminated. Electronic demand notes and/or notifications shall be deemed to have been duly given by the SFO and have been duly received by loan borrowers regardless of whether they have actually accessed the electronic demand notes and/or notifications and whether they have actually noticed the availability of those electronic demand notes and/or notifications. Requests for receiving demand notes and/or notifications by other means will not be accepted. The SFO may contact loan borrowers by mail, telephone, fax, email

⁹ In case loan borrowers have loan accounts repaying with quarterly repayment arrangement under other financial assistance/loan schemes administered by the SFO, the monthly repayment arrangement mentioned in paragraph 12.1 above will not be applicable until further announcement by the SFO. Meanwhile, quarterly repayment arrangement will be applicable to all of their loan accounts under the financial assistance/loan schemes administered by the SFO.

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or other forms of electronic notifications (e.g. SMS) for any repayment matters. Should loan borrowers wish to save a copy of the latest instalment demand note, they are reminded to download and/or print it out on or before the due date.

- (c) Failure to visit the “MyGovHK”, “iAM Smart” and/or “SFO E-link – My Bills” online platform(s) to receive any repayment schedule or demand note(s) does not exempt loan borrowers from the obligation to repay the instalment due on or before the due date. Otherwise, loan borrowers will be regarded as breaching the terms in the “Undertaking”.

- 12.4 Within the Repayment Period, loan borrowers can put up a request to restructure the period. The request should be put up 14 days before the due date of the demand note so that the revised repayment schedule will take effect in the upcoming instalment. If loan borrowers fail to put up the request by the above mentioned deadline, or their ENLS loans are currently under deferment, the effective date of their requested revision will be postponed accordingly. Request could only be made in writing. Verbal request will not be accepted. Loan borrowers have to repay their instalments according to the original repayment schedule until the revised Repayment Period takes effect.
- 12.5 The interest on the ENLS loan borrowed shall be charged at the prevailing ENLS interest rate once the ENLS loan is drawn down until the ENLS loan has been fully repaid. The ENLS interest rate is reviewed periodically and any adjustment to the interest rate shall apply immediately to the outstanding principal until the next interest rate adjustment. Please refer to the WFSFAA website (https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLS_interest_and_Admin_fee.pdf) for the prevailing ENLS interest rate. Loan borrowers may also have a rough estimation on the repayment amount by using the Calculator available in the “SFO E-link” (<https://e-link.wfsfaa.gov.hk>).
- 12.6 Interest of each monthly instalment is the interest accrued for the month preceding the instalment due date calculated based on the prevailing ENLS interest rate.
- 12.7 Each instalment (instalment loan principal and interest) shall not be less than HK\$100.
- 12.8 Overdue interest shall be calculated by applying a rate equal to the average of the BLRs announced by the note-issuing banks in Hong Kong from time to time to accrue over the period from the due date to the day preceding the date of actual repayment of the overdue amount.
- 12.9 Any partial repayment which does not discharge in full any amount due and payable shall be applied in or toward the discharge of: firstly the outstanding administrative fee, secondly (any balance thereof) the overdue interest, thirdly (any balance thereof) the interest accrued, fourthly (any balance thereof) the overdue principal portion of the loan, and finally all costs incurred by the Government for the recovery of the overdue amount and enforcement of the “Undertaking” and the “Deed of Indemnity”.
- 12.10 Any repayment before the instalment due date or overpayment will be applied to repay the forthcoming instalment(s) according to the repayment schedule until the amount is exhausted. Interest payable for those instalments will not be reduced or exempted.
- 12.11 If loan borrowers wish to make early lump sum or partial repayment of the ENLS loan, a request should be put up in writing by the specified form. Verbal request will not be accepted. The relevant application form is available on the WFSFAA website (<https://www.wfsfaa.gov.hk/en/resources/loanrepayment/forms.htm>). Normally loan borrowers have to settle the “Early Partial/Lump Sum Repayment Demand Note” in full within 14 days from its issue date. If loan borrowers fail to repay on time, overdue interest incurred shall be calculated in the same way as set out in paragraph 12.8 above.
 - 12.11.1 For early lump sum repayment, the repayment amount shall include all outstanding principal, interest, overdue interest and administrative fee.
 - 12.11.2 For early partial repayment, the repayment amount shall not be less than an amount decided by the SFO (currently set at HK\$5,000) or the total of one repayment instalment plus the

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remaining study interest already accrued before commencement of repayment, whichever is greater.

12.11.3 Interest of early repayment is calculated as follows:

| Loan Account Status | Early Lump Sum Repayment Interest Cut-off Date | Early Partial Repayment Interest Cut-off Date |
|----------------------------------|--|---|
| Before commencement of repayment | Preceding day of the date of request | Preceding day of the date of request |
| During the repayment period | Preceding day of the date of request | Preceding day of the due date of the forthcoming instalment |

12.11.4 Loan borrowers are advised to take note of the charging arrangement of administrative fee as set out in paragraph 4.2 above. Repayment of the ENLS loan in a lump sum on or before 30 November can save the administrative fee for the ensuing AY.

12.11.5 Loan borrowers should consider carefully before submitting an early repayment request. If loan borrowers cancel and make another request within the same month, the SFO may consider not accepting the second/revised application. If loan borrowers have fully settled the “Early Partial/ Lump Sum Repayment Demand Note”, cancellation request to ask for refund of the repayment will not be accepted.

12.12 For request and/or repayment by mail, the postmark date will be regarded as the request and/or repayment date. For repayment via internet online banking payment services, the actual date the bank effects its payment will be regarded as the repayment date. Repayment date will determine the charging of overdue interest. For request by fax, email or via the “SFO E-link”, the date received by the SFO will be regarded as the date of request.

12.13 Loan borrowers are required to repay the instalment due on or before the due date. If loan borrowers plan to leave Hong Kong, they are required to make prior repayment arrangement. If loan borrowers intend to leave Hong Kong for a period longer than three months or to emigrate overseas, they are obliged to notify the SFO in writing **immediately**. Upon receipt of such notification, unless the SFO has otherwise come to an agreement with loan borrowers concerning the repayment arrangement or unless the SFO is satisfied that they shall be able to continue to repay the loan based on the original repayment schedule, the SFO could demand the loan borrowers to make immediate repayment of all outstanding balance of the ENLS loan, interest, overdue interest (if any), administrative fee (if any) and any recovery expenses.

12.14 If loan borrowers have obtained loans for different courses, or for the same course under different financial assistance/loan schemes administered by the SFO, separate loan accounts will be created. Interest and administrative fee (if applicable) will be calculated separately for each loan account. Request for merging loan accounts will not be accepted.

12.15 Loan borrowers and/or their indemnifiers are required to notify the SFO in writing **immediately** of any change of their correspondence/residential address, or other contact information, including mobile phone number, email address or fax number. For any changes in correspondence/residential address, loan borrowers and/or their indemnifiers are required to provide a photocopy of documentary evidence showing the updated address in the past three months. Post Office Box Numbers, Public Letter Boxes, care of addresses or student hostels will not be accepted as valid residential address. Documentary evidence of address should be letters issued by Government bureaux/departments, public organisations/utilities or commercial organisations. If necessary, loan borrowers and/or their indemnifiers may be required to produce the documentary evidence in originals. The relevant forms

are available on the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/enls/application/forms.htm>).

12.16 If after the indemnifier signed the “Deed of Indemnity”, the loan borrower is aware that:

- (a) the indemnifier is deceased;
- (b) a bankruptcy petition is filed by or presented against the indemnifier or a bankruptcy order is made against the indemnifier;
- (c) the indemnifier applies for an IVA under the Bankruptcy Ordinance;
- (d) a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of the indemnifier’s assets;
- (e) the indemnifier is involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong);
- (f) there is any claim (whether inside or outside Hong Kong) against the indemnifier or any of his/her assets;
- (g) the indemnifier intends to leave or has already left Hong Kong for a period longer than three months or to emigrate or has already emigrated; or
- (h) the indemnifier for other reasons becomes incapable of fulfilling the obligations under the “Deed of Indemnity”,

the loan borrower should notify the SFO in writing **immediately** and procure **immediately**, or otherwise upon the first written demand of the SFO, an alternative indemnifier located in Hong Kong and acceptable to the Government to execute the “Deed of Indemnity” in favour of the Government, failing which the SFO has the power to demand the loan borrower to make immediate repayment of all outstanding balance of the ENLS loan, interest, overdue interest (if any), administrative fee (if any) and any recovery expenses.

12.17 If any of the circumstances as set out in (b) to (h) of paragraph 12.16 above occur after the indemnifier signed the “Deed of Indemnity”, the indemnifier is required to notify the SFO in writing **immediately**. If after examining the relevant supporting documents, the SFO decides that the indemnifier is incapable of fulfilling the obligations required under the “Deed of Indemnity”, the loan borrower will be required to procure another alternative indemnifier located in Hong Kong and acceptable to the Government to execute the “Deed of Indemnity” in favour of the Government, failing which the SFO has the power to demand the loan borrower to make immediate repayment of all outstanding balance of the ENLS loan, interest, overdue interest (if any), administrative fee (if any) and any recovery expenses. Before the successful procurement of an alternative indemnifier acceptable to the Government by the loan borrower, the existing indemnifier remains obliged to continue to fulfill the obligations under the “Deed of Indemnity”.

12.18 In case of any breach of any of the terms and conditions of ENLS, or late repayment of any instalment due, the SFO has the power to demand loan borrowers and/or Indemnifiers to make immediate repayment of all outstanding balance of the ENLS loan, interest, overdue interest (if any), administrative fee (if any), and any recovery expenses (including legal costs and related expenses in the course of legal recovery actions). The SFO also has the power to withhold the consideration and processing of loan borrowers’ other financial assistance/loan applications and/or various applications relating to loan repayment under different financial assistance/loan schemes administered by the SFO; and to demand loan borrowers and/or their Indemnifiers to make immediate repayment of all outstanding balance of loan(s), interest (if any), overdue interest (if any), surcharge (if any), administrative fee (if any) and any recovery expenses in relation to other course(s) taken by loan borrowers notwithstanding that they have not become due under the terms of such loan(s).

13. Deferment of the Loan Repayment

- 13.1 If loan borrowers have difficulties in repaying the ENLS loan(s) due to further full-time study, financial hardship or serious illness, they may apply for deferment of loan repayment. For deferment of loan repayment on the grounds of financial hardship or serious illness, in case loan borrowers have not opted for the standard repayment period of 15 years, the repayment period of their loan will initially be extended to 15 years for calculation when their applications are being processed. The SFO will consider each application on its own merits. Application for deferment of loan repayment should be submitted in writing by the specified form, together with the necessary documentary proof, to the SFO before the due date(s) of the instalment(s) under application. The application form concerned is available on the WFSFAA website (<https://www.wfsfaa.gov.hk/en/resources/loanrepayment/forms.htm>). For application by fax or by email, the date of receipt of the fax or email will be regarded as the date of application. For application by mail, the postmark date on the envelope will be regarded as the date of application. Application for deferment of loan repayment is only applicable to the total amount due for repayment, which may comprise administrative fee(s) (if any), interest(s) and outstanding principal(s). Application for deferment of only a part of the repayment amount will not be acceded to.
- 13.2 Save for the circumstance specified in paragraph 13.3 below, interest will be accrued over the deferment period. The deferred loan may be repaid on a revised repayment schedule with fewer numbers of instalments and at a larger amount or on any other terms as decided by the SFO. Interest accrued during the deferment period will be capitalised and form part of the outstanding principal for the calculation of the amount to be repaid in the remaining instalments. In addition, for deferment of more than 12 calendar months, the interest accrued during the deferment period will be capitalised once every 12 calendar months. Loan borrowers who have been granted approval for deferment of the ENLS loan repayment are still required to pay the administrative fee during the period of deferment. The administrative fee accrued during the period of deferment will be demanded for repayment in the first demand note after resumption of loan repayment.
- 13.3 To alleviate the financial burden of loan borrowers with proven repayment difficulties, loan borrowers whose application for deferment has been approved may be eligible for interest-free deferment and extension of the entire loan repayment period, subject to a maximum of two years (i.e. the entire repayment period will be up to 17 years). If loan borrowers have been benefited from the one-off relief measure on deferment of loan repayment introduced in August 2009 and exhausted the two-year interest-free extended repayment period, their loan account will not be eligible under this arrangement. If a loan borrower has more than one loan account, the eligibility for this arrangement will be considered on his/her individual loan account basis.

14. Handling of Personal Information

- 14.1 The personal data provided in this application and any supplementary information provided on the request of the WFSFAA will be used by the WFSFAA and the Education Bureau (“EDB”)/disclosed to the agents of the WFSFAA/EDB, the schools/institutions concerned and relevant Government bureaux/departments for the following purposes:
- (a) Activities relating to the processing and counter-checking of applications under schemes listed below and notification of application results;
 - (i) Grant for School-related Expenses for Kindergarten Students (“Grant-KG”)
 - (ii) Kindergarten & Child Care Centre Fee Remission Scheme (“KCFRS”)
 - (iii) School Textbook Assistance Scheme (“STAS”)
 - (iv) Student Travel Subsidy Scheme (“STSS”)
 - (v) Subsidy for Internet Access Charges (“SIA”)

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- (vi) Diploma of Applied Education Fee Reimbursement (“DAEFR”) / Diploma Yi Jin Fee Reimbursement (“DYJFR”)
 - (vii) Financial Assistance Scheme for Designated Evening Adult Education Courses (“FAEAE”) (“FAEAE”)
 - (viii) Tertiary Student Finance Scheme – Publicly-funded Programmes (“TSFS”)
 - (ix) Non-means-tested Loan Scheme for Full-time Tertiary Students (“NLSFT”)
 - (x) Financial Assistance Scheme for Post-secondary Students (“FASP”)
 - (xi) Non-means-tested Loan Scheme for Post-secondary Students (“NLSPTS”)
 - (xii) Extended Non-means-tested Loan Scheme (“ENLS”)
 - (xiii) Student Travel Subsidy (“STS”) for Tertiary or Post-secondary Students
 - (xiv) Continuing Education Fund (“CEF”)
 - (xv) Working Family Allowance (“WFA”) Scheme
- (b) Activities relating to authentication of applications under schemes listed in (a) above against other databases of the WFSFAA, and the databases of other Government bureaux/departments and schools/institutions in association with the financial assistance received by applicants and their family members so as to prevent double subsidies, avoid and detect fraudulence, and to recover overpayment(s), overdue repayment(s) or any outstanding amount, and any cost arising therefrom;
- (c) Activities relating to the matching of the personal data of the student-applicants (if applicable) with the databases of other Government bureaux/departments including but not limited to the EDB and the Immigration Department in association with processing and counter-checking of the applications under schemes listed in (a) above and the granting of other financial assistance by the WFSFAA so as to verify/update records of the WFSFAA and confirm eligibility for individual schemes;
- (d) Activities relating to the matching of the personal data of the applicants and their family members with other databases of the WFSFAA and the databases of the Social Welfare Department in association with processing and counter-checking of the applications under schemes listed in (a) above and the granting of other financial assistance by the WFSFAA so as to prevent double subsidies (in case the applicant's family was in receipt of Comprehensive Social Security Assistance (“CSSA”) during the relevant assessment period or is currently in receipt of CSSA) and recover overpayment(s);
- (e) Administration and maintenance of loan account(s) and repayment of loans;
- (f) Statistics and research purposes;
- (g) Activities/matters relating to the communication or exchange of views with applicants for the purpose of scheme administration; and
- (h) Processing and counter-checking of other applications relating to financial assistance and/or selection of needy students for award of other student financial assistance administered by the WFSFAA, the EDB, the Hong Kong Examinations and Assessment Authority, other relevant Government bureaux/departments/organisations and the schools/institutions concerned.
- 14.2 The personal data of applicants and their family members provided by applicants may be disclosed to other Government bureaux/departments/organisations and the schools/institutions concerned for the purposes stated in paragraph 14.1 above; or where applicants have given consent to such disclosure; or where such disclosure is authorised or required by law. The provision of personal data to the WFSFAA by applicants is voluntary, but if applicants fail to provide the personal data required, the WFSFAA may not be able to process their applications.
- 14.3 If necessary, the WFSFAA will contact applicants’ institution or its operator/local agency (if applicable), other Government bureaux / departments / organisations to request for the provision of personal

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data of applicants, their indemnifiers and witnesses to the WFSFAA for the verification of the personal data provided in the "Application Form", the "Undertaking", the "Deed of Indemnity", and any other document(s) as required by the WFSFAA for the purposes mentioned in paragraph 14.1 above. Applicants consent that the WFSFAA may inform the institution or its operator / local agency (if applicable) of the result of the applications, including the loans offered / disbursed under the ENLS.

- 14.4 If necessary, the WFSFAA will contact applicants, their indemnifiers and/or witnesses direct to verify the personal data provided in the "Application Form", the "Undertaking", the "Deed of Indemnity", and any other document(s) as required by the WFSFAA for the purposes mentioned in paragraph 14.1 above.
- 14.5 In accordance with Sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), Applicants, their indemnifiers and their witnesses have the right to request access to and correction of the personal data provided by them in the "Application Form", the "Undertaking", the Deed of Indemnity, and any other document(s) as required by the WFSFAA which is/are retained by the WFSFAA.
- 14.6 Besides, once legal proceedings are instituted against a student loan defaulter with the issue of a claim form in the Small Claims Tribunal or a writ of summons in higher court, some cases information, e.g. name and address of the student loan defaulter, case nature, etc., will become public. Applicants' special attention is drawn to the following clauses of the "Code of Practice on Consumer Credit Data" ("the Code") issued by the Office of the Privacy Commissioner for Personal Data ("PCPD") –
- (a) According to clause 3.1.3A of the Code, a Credit Reference Agency ("CRA") may, for the consumer credit reference service which it provides, collect public record and related data, being data in official records that are publicly available relating to any action for the recovery of a debt or judgements for monies owed entered against the individual, and any declaration or discharge of bankruptcy appearing on official records or as notified to the CRA by the individual pursuant to clauses 3.3.2 and 3.4B.2;
 - (b) According to clause 3.6.1 of the Code, where a CRA has collected any consumer credit data other than account data or mortgage account general data, it may thereafter retain such public record and related data under clause 3.1.3A (except data relating to a declaration or discharge of bankruptcy) for a period of seven years from the date of the event shown in the official record. The full version of the Code is available on the website of the PCPD at https://www.pcpd.org.hk/english/data_privacy_law/code_of_practices/files/CCDCode_2013_e.pdf.
- 14.7 Enquiries concerning the personal data provided in the application and loan documents may be made in writing to:
- Access to Information Officer
Working Family and Student Financial Assistance Agency
19/F, 181 Hoi Bun Road
Kwun Tong, Kowloon
(Email: aio@wfsfaa.gov.hk; Fax No.: 3897 1902)

15. Important Matters

- 15.1 **Applicants MUST complete the application and loan documents FULLY and TRUTHFULLY. Any misrepresentation or omission may lead to disqualification from application and/or full recovery of loan(s) already disbursed to them, and court proceedings. It is an offence to obtain property and/or pecuniary advantage by deception. Any person who does so commits an offence and shall be liable on conviction upon indictment to imprisonment for ten years under the Theft Ordinance (Chapter 210 of the Laws of Hong Kong). If any person being required or authorised by law to make any statement on oath for any purpose and being lawfully sworn (otherwise than in a judicial**

proceeding) wilfully makes a statement which is material for that purpose and which he knows to be false or does not believe to be true, he shall be guilty of an offence and shall be liable on conviction upon indictment to imprisonment for seven years and to a fine under the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong).

- 15.2 Applicants, their family members and/or agents must not offer an advantage, including money or gifts, to any officer of the Government in connection with their applications or while having dealings of any kind with the Government bureaux/departments; or else, they may commit an offence under section 4(1) and/or section 8 of the Prevention of Bribery Ordinance (Chapter 201 of Laws of Hong Kong), and be liable to a maximum penalty of a fine of HK\$500,000 and imprisonment for seven years.
- 15.3 The Government reserves the right to: –
- (a) suspend or stop processing any ENLS application(s); and/or
 - (b) cancel, reduce or recover, in full or in part, any ENLS loan(s) that has/have been offered or is/are to be offered to an applicant,
- as the Government considers justified or when the Government discovers that incomplete or inaccurate information has been given in the application documents and/or loan documents, or the programme/course that the applicant pursued/institution/its operator/local agency (if applicable) offering the programme/course is under the investigation of the law enforcement agency(ies) of the Government. Applicants should make sure that the information provided in the “Application Form”, the “Undertaking” and the “Deed of Indemnity”, including all the related documents required to be submitted as mentioned in the “Guidance Notes”, are TRUE, CORRECT and COMPLETE. **Legal action will also be taken against those suspected of obtaining or attempting to obtain money by deceit.**
- 15.4 Before full settlement of loans, should there be subsequent changes in loan borrowers’ name, residential address or correspondence address, residential phone number, mobile phone number or other contact phone number that will affect their loan application/disbursements/repayments, please notify the SFO in writing **immediately**. Please use the form “Notification of Change of Applicant’s Personal Particulars” [ENLS 124] which is available on the WFSFAA website (<http://www.wfsfaa.gov.hk/WFSFAA/en/postsecondary/enls/application/forms.htm>). Failure in timely provision of changes of information to the SFO will cause delay in processing the applications, or disbursement of loan to applicants or leading to additional loan being drawn down and extra interest accrued therefrom.
- 15.5 Once loans have been drawn down, should there be any changes in loan borrowers’ study status (such as change in expected graduation date, withdrawal of study, continuing study after completion of the programme which has been granted the loans, etc.), loan borrowers must notify the SFO **immediately** by submitting the duly completed “Notification of Change of Study Status” form which is available on the WFSFAA website (<http://www.wfsfaa.gov.hk/sfo/en/postsecondary/enls/application/forms.htm>). Timely provision of updated information on study status by loan borrowers is important as it may affect the activation date of their loan repayment and interest to be incurred.
- 15.6 Successful applicant who withdraw from the course before its completion for any reasons other than those acceptable to the SFO will be required at the discretion of the SFO to refund, in full or in part, any ENLS loan which has been made for the said course together with the interest accrued thereon.
- 15.7 **If applicants and/or their indemnifiers has/have any arrears of grant and/or loan and/or subsidy under any financial assistance/loan scheme administered by the WFSFAA, or they previously failed to comply with the terms and conditions of any financial assistance/loan scheme administered by the WFSFAA, the WFSFAA reserves the right to withhold the processing of applications or disbursement of loan, and set off the overpaid amount from the loan to which the applicants are entitled to in this AY, even after processing of the applications.** The balance of the ENLS loan after such set-off, if any, will be released to the applicants. In addition or as an alternative, the WFSFAA shall require the applicants to refund the overpaid amount immediately.

Part I – General Information

- 15.8 The terms and conditions applicable to the ENLS loan may be altered and supplemented at any time by the Government and shall be deemed incorporated and form part of the terms and conditions. The altered version will be uploaded to the WFSFAA website.

16. Review Mechanism

- 16.1 Unsuccessful applicants under the ENLS may apply for a review of their application by writing to the SFO providing detailed justifications and any documentary evidence in support of their review request. The SFO will review the case based on the information provided. Under normal circumstances, the SFO will issue the result within three weeks from the date of receipt of the application that contains complete information.

17. Enquiries

- 17.1 For enquiries about the ENLS, please contact the SFO:

Address: Extended Non-means-tested Loan Scheme (Application Processing Unit)
Student Finance Office
Working Family and Student Financial Assistance Agency
11/F Cheung Sha Wan Government Offices
303 Cheung Sha Wan Road, Kowloon

Office Hours:

Mondays to Fridays

8:45 a.m. – 1:00 p.m.

2:00 p.m. – **5:45 p.m.**

(Closed during lunch hour from 1:00 p.m. to 2:00 p.m.)

(Closed on **Saturdays**, Sundays and public holidays.)

24-hour automated enquiry hotline: 2802 2345

WFSFAA Website: <https://www.wfsfaa.gov.hk/en/index.htm>

SFO E-link – My Applications: <https://ess.wfsfaa.gov.hk>

SFO E-link: <https://e-link.wfsfaa.gov.hk>

Email address: wg_wfsfaa@wfsfaa.gov.hk

Hotline enquiry number: 2150 6223

Fax number: 2802 9153

End of Part I

Part II – Appendices

Applicants can obtain the information about the ENLS, and forms and documents under the ENLS through the following paths:

| Information / Form / Document | Path |
|--|---|
| (i) ENLS Online Application Form | http://ess.wfsfaa.gov.hk |
| (ii) “SFO E-link – My Applications” Registration Guidelines | https://ess.wfsfaa.gov.hk/demo/en/ |
| (iii) “SFO E-link – My Applications” Online Demonstration | https://ess.wfsfaa.gov.hk/demo/en/enls/ssgd.html |
| (iv) “Guidance Notes” “Undertaking” “Deed of Indemnity” “Notification of Change of Applicant’s Personal Particulars” “Notification of Change of Indemnifier’s Personal Particulars” “Change of Particulars/Cancellation of Approved Loan” “Cancellation of Cheque(s) Issued” | https://www.wfsfaa.gov.hk/sfo/en/postsecondary/enls/application/forms.htm |
| (v) Authorisation Forms – For Cheque(s) Collection | https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/AuthorisationForm_for_Cheque_Collection_E.pdf |
| (vi) Prevailing Interest Rate and Administrative Fee | https://www.wfsfaa.gov.hk/sfo/en/postsecondary/enls/general/learn/interest.htm |
| (vii) Reply Slip | https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/Reply_Slip_E.pdf |
| (viii) Calculator | https://e-link.wfsfaa.gov.hk |

Please retain a copy of the Guidance Notes for reference.

End of Part II