

UNDERTAKING
EXTENDED NON-MEANS-TESTED LOAN SCHEME 2020/21
(Signed by a Student Receiving Loan)

Please use EITHER the Chinese
OR English version only

1. In consideration of the Government of the Hong Kong Special Administrative Region ('Government') agreeing to offer me a loan in the sum as specified below ('Loan') under the Extended Non-means-tested Loan Scheme ('ENLS') with interest payable thereon to accrue at the prevailing Interest Rate for ENLS per annum, subject to my being a student pursuing an eligible course ('Course') covered by the ENLS for the 2020/21 Academic Year, I, the undersigned, (hereinafter also referred as 'I' or 'Student') do hereby undertake to repay the Government in full the Loan and the aforesaid interest accruing thereon in 15 years ('Repayment Period') by 180 equal monthly instalments, or in a shorter Repayment Period by equal monthly instalments as agreed by the Student Finance Office ('SFO'), Working Family and Student Financial Assistance Agency. Whereas if as determined appropriate by SFO, I undertake to repay the Government in full the Loan and the aforesaid interest accruing thereon within the Repayment Period by equal quarterly instalments. The Repayment Period shall commence upon my graduation or after the Course has officially ended or upon achievement of the requisite number of credits/modules for my Course of study or upon achievement of 160 credits for the Course I pursue in the Open University of Hong Kong or upon lapse of 6 years from the first disbursement of the ENLS Loan, whichever is the earliest. The interest shall accrue on the Loan as soon as the Loan has been advanced until the Loan is repaid in full. I also undertake to notify SFO in writing immediately if I have not received the notice of commencement of repayment or demand of the first monthly instalment of the Loan from SFO within 6 months after any of the aforesaid situations as mentioned in this Clause 1.
2. Notwithstanding Clause 1 above, in the case of my withdrawal from/cessation/suspension/deferment of study/transfer to another course/institution before graduation from the institution or non-completion of the Course for whatever reason(s) or the institution fails to provide the relevant Course for whatever reason(s) or I am no longer the eligible student of the programme/institution concerned for whatever reason(s), I hereby undertake to notify SFO in writing immediately and repay the Loan whether in one lump sum or by equal instalments as determined by SFO, and if by instalment over a revised Repayment Period as determined by SFO, and also interest to accrue on the Loan as soon as the Loan has been disbursed until the Loan is repaid in full at the prevailing Interest Rate for ENLS per annum. I accept that under any of the aforesaid situations as mentioned in this Clause 2, SFO shall have the sole discretion to decide the date of repayment of the Loan (if it is to be repaid in one lump sum), or the revised Repayment Period for the Loan (if it and its interest are to be repaid by instalments) and the amount of each such instalment, and other applicable repayment arrangements.
3. I undertake to pay the administrative fee chargeable upon submission of my application for the Loan and thereafter annually until the full repayment of the Loan plus interest in accordance with the Extended Non-means-tested Loan Scheme Application Guidance Notes for the 2020/21 Academic Year [ENLS 140(2020)] ('Application Guidance Notes').
4. I agree that the proceeds of the Loan provided to me may be paid by instalment(s) by cheque made payable to the institution or its operator/local agency (if applicable) to settle my tuition fee payment(s) for the Course or by direct credit to my designated bank account (loan payment methods shall be decided by the SFO). I also agree that Loan(s) paid to the institution or its operator/local agency (if applicable) shall be deemed to have been borrowed and received by me.
5. I undertake that if I concurrently receive any financial assistance (grant and/or loan) provided to me by the Government under the Financial Assistance Scheme for Post-secondary Students ('FASP') for the Course ('FASP Financial Assistance'), I shall be liable to repay the Government such part of the Loan under the ENLS which is equal to the difference between (a) the amount of the Loan (as referred to in Clause 1 above) plus the actual amount of the FASP Financial Assistance to me and (b) the maximum amount of financial assistance as set by SFO under the ENLS and FASP for the Course (provided the amount of (a) is higher than the amount of (b)) ('Overpaid ENLS Loan'). I agree that the amount of Overpaid ENLS Loan shall be offset through deduction of the same amount from the FASP Financial Assistance in the order firstly from the FASP grant portion of the FASP Financial Assistance, and if the grant portion 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 Financial Assistance. Any amount of the ENLS Loan so offset will be deemed to have been borrowed by me 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. The effective date of offsetting will be the date of notification by SFO of my FASP results. Interest already accrued (i.e. chargeable from the first drawn down date of the ENLS Loan to the effective date of offsetting) on the Overpaid ENLS Loan remains payable by me in accordance with the terms and conditions set out in this Undertaking. My obligations in relation to the remaining amount of the Loan advanced to me pursuant to this Undertaking after the aforesaid offsetting (if any) shall remain unchanged and shall continue on the terms and conditions as set out herein, including the terms and conditions from time to time be amended and supplemented by SFO.
6. I undertake to indemnify the Government against all and any losses, costs and expenses which the Government may incur in relation to, resulting from or arising out of my failure to comply with or observe any terms or conditions of this Undertaking.
7. I undertake that if I fail to repay the Loan or interest or any part thereof or the administrative fee when it becomes due, I shall pay overdue interest on the overdue amount to accrue at the rate of equal to the average of the best lending rates announced by the note-issuing banks in the Hong Kong Special Administrative Region ('Hong Kong') from time to time over the period from the due date to the day preceding the date of actual repayment by me of the overdue amount. Any partial payment made by me which does not discharge in full any amount due and payable shall be applied in or toward the discharge of: firstly the administrative fees, 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 (including legal costs and related expenses in the course of legal recovery action) incurred by the Government for the enforcement of this Undertaking and the Deed of Indemnity ('Expenses').
8. I undertake that if I plan to leave Hong Kong on or before the repayment due date, I am required to make prior repayment arrangement before leaving Hong Kong. I undertake to notify SFO immediately in writing if I intend to leave Hong Kong for a period longer than 3 months or to emigrate. Upon receipt of such notification, unless SFO has otherwise come to an agreement with me concerning the repayment schedule of the Loan or unless SFO is satisfied that I shall be able to continue to repay the Loan based on the original repayment schedule, SFO has the power to demand my immediate repayment of all outstanding balance of the Loan, interest, overdue interest (if any), administrative fees (if any) and Expenses.
9. I undertake to notify SFO immediately in writing of any change of my or my Indemnifier's residential/correspondence address or my or my Indemnifier's other contact information, including mobile number, email address or fax number.
10. I undertake to procure immediately or otherwise upon the first written demand of SFO another alternative Indemnifier located in Hong Kong and acceptable to the Government to execute the indemnity in favour of the Government in the event that my Indemnifier intends to leave or has already left Hong Kong for a period longer than 3 months or to emigrate or has already emigrated failing which SFO has the power to demand my immediate repayment of all outstanding balance of the Loan, interest and overdue interest (if any), administrative fees (if any) and Expenses.
11. I hereby give my consent to SFO to check with other Government bureaux and departments and the institution my updated address or any of my other personal data for the purpose of recovering the Loan or any other overdue amount from me or for other purposes as stated in the Application Guidance Notes. I agree that the personal data provided by me can be used by SFO and disclosed to the relevant parties as specified in the Application Guidance Notes by SFO; and give consent to SFO to request from these relevant parties for my personal data.
12. I agree to reveal by declaring in the Extended Non-means-tested Loan Scheme Application Form for the 2020/21 Academic Year [ENLS 141(2020)] ('Application Form') that a bankruptcy petition is/is not filed by me or is/is not presented against me or a bankruptcy order is/is not made against me or have/have not applied for or is/is not applying for an Individual Voluntary Arrangement or legal proceedings have been commenced (or are pending or being threatened) against me or any of my assets or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of my assets. I undertake to notify SFO in writing immediately if a bankruptcy petition is filed by me or presented against me or a bankruptcy order is made against me or I have applied/am applying for an Individual Voluntary Arrangement or legal proceedings have been commenced (or are pending or being threatened) against me or any of my assets or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of my assets if I have not declared in the Application Form beforehand. I agree that SFO has the right to require me to submit supplementary documents/information as necessary and SFO reserves the power to make the final decision on the Loan of my ENLS application.
13. I undertake to write to SFO immediately if for any reason my Indemnifier becomes incapable of fulfilling the obligations required under the Deed of Indemnity; or deceased; or if I am aware that a bankruptcy petition is filed by him/her or presented against him/her or a bankruptcy order is made against him/her; or my Indemnifier applies for an Individual Voluntary Arrangement; or if I am aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of my Indemnifier's assets; or my Indemnifier is a party to 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 him/her or any of his/her assets after he/she signs the Deed of Indemnity. I further undertake to procure immediately or otherwise upon the first written demand of SFO another alternative Indemnifier located in Hong Kong and acceptable to the Government to execute the indemnity in favour of the Government in light of the occurrence of any of the above circumstances failing which SFO has the power to demand my immediate repayment of all outstanding balance of the Loan, interest and overdue interest (if any), administrative fees (if any) and Expenses.
14. All of the terms and conditions set out in the Application Guidance Notes may from time to time be amended and supplemented by SFO and shall be deemed incorporated herein and form part of the terms and conditions for the Loan and I agree to be bound by them. In the event of any inconsistency between the two documents, this Undertaking shall prevail.
- 15.1 I agree that the Government may apply any fee reimbursement granted to me under the Continuing Education Fund (CEF) for attending a reimbursable course to offset any amount payable /repayable by me to the Government in accordance with the terms and conditions of the ENLS Loan as stated in the Application Guidance Notes.
- 15.2 I agree that the Government may apply any tuition fee reimbursement granted for my studies under the Diploma Yi Jin (DYJ) / Financial Assistance Scheme for Designated Evening Adult Education Courses (FAEAE) programme, to offset any amount payable / repayable by me to the Government in accordance with the terms and conditions of the ENLS Loan for the DYJ/ FAEAE programme as stated in the Application Guidance Notes.
- 15.3 I understand that Clauses 15.1 and 15.2 above are applicable to me regardless of whether a deferred payment of the ENLS Loan is granted to me.
- 15.4 I agree that the Government may disclose my relevant ENLS loan information to my institution and the applicant(s) of tuition fee reimbursement for my studies of the DYJ / FAEAE programme for the purpose of the direct offsetting arrangement mentioned in Clauses 15.1 and 15.2.

16. I agree that SFO has the power to consolidate all loans granted to me under the ENLS in relation to the Course or any other course, and after such consolidation, references to 'Loan' in this Undertaking shall mean the Loan as consolidated by SFO and all terms and conditions set out herein shall apply to the Loan as consolidated. In the event that different Indemnifiers have executed Deed of Indemnity in relation to different parts of the Loan (i.e. the Loan after consolidation), and if any amount received by SFO from me in relation to the Loan is insufficient to cover any sum due and payable, without prejudice to the order of priority specified in Clause 7 above, SFO shall have the power to determine how such amount should be apportioned in respect of the different portions of the Loan as guaranteed by each such Indemnifier and the interest, overdue interest (if any), administrative fees (if any) and Expenses.

17. I understand and agree that should I fail to comply with or observe any terms or conditions of this Undertaking, or if any statement made in my application for the Loan is found to be false or incomplete or misleading or if I fail to repay the Loan or interest or overdue interest or administrative fees or any part thereof when due, the Government has the power to demand my immediate repayment of all outstanding amount of the Loan, interest and overdue interest (if any), administrative fees (if any) and Expenses. SFO has the power to withhold the consideration and processing of my other financial assistance/loan applications and/or various applications relating to loan repayment under different financial assistance/loan schemes administered by SFO. SFO also has the power to demand me and/or my Indemnifier(s) immediate repayment of all outstanding amount of loan(s), interest, overdue interest (if any), administrative fees (if any) and Expenses in relation to other course(s) taken by me notwithstanding that they have not become due under the terms of such loan(s).

18. I agree that SFO has the sole discretion to give notice or demand to me through Internet online platform(s). When applying for an ENLS loan, I undertake to register with the Internet online platform(s) by creating such account and subscribing to such service as stipulated by SFO in the notification in order to receive electronic notices and demands from SFO on such platform(s) including demands of each monthly instalment or any overdue portion of the Loan or interest. I understand and agree that my failure to visit the Internet online platform(s) to receive any notice or demand will not exempt me from my obligation to repay the Loan or any part thereof in accordance with the repayment schedule stipulated by SFO pursuant to Clause 1 or 2 above.

19. Any notice or demand to be given under this Undertaking in writing shall be deemed to have been duly given to me if sent by post or by hand to my residential address; or by fax to my fax number; or by SMS to my mobile number; or by email to my email address (each of which number or address as last provided to SFO or as last revised by no less than 10 working days' written notice). In addition, any notice or demand may also be given in electronic form via the Internet online platform(s) in the manner as mentioned in Clause 18 above and shall be deemed to have been duly received by me as soon as it is available to me for viewing, printing or download on the Internet online platform(s), regardless of whether I have actually accessed the notice or demand via the Internet online platform(s) and regardless of whether I have actual notice of the availability of such notice or demand. I further agree that any notice or demand available to me via Internet online platform(s) shall not be denied validity on the ground that it is an electronic notice or demand.

20. A certificate, notice or letter issued by SFO as to the amount of the outstanding balance of the Loan, interest, overdue interest and/or administrative fees from time to time shall be conclusive evidence against me for all purposes.

21. The Government's rights under this Undertaking may be exercised as often as the Government deems fit. Exercising or failing to exercise a right under this Undertaking shall not prevent the Government from exercising any other right under this Undertaking. Exercising part of a right under this Undertaking shall not prevent the Government from subsequently exercising that right to the fullest extent. A delay in exercising or the non-exercise of a right under this Undertaking shall not prevent the Government from exercising that right subsequently. The Government's rights under this Undertaking shall be in addition to other rights which the Government may have under the law.

22. If at any time, any provision of this Undertaking is or becomes invalid, illegal or unenforceable under the law of any jurisdiction, this shall not affect its validity, legality or enforceability under the law of any other jurisdiction nor the validity, legality or enforceability of any other provision of this Undertaking.

23. I may not terminate this Undertaking until and unless all the Loan, interest, overdue interest, administrative fees, and Expenses have been fully repaid.

24. This Undertaking shall be governed by and construed in accordance with the Laws of Hong Kong. I agree that the courts of Hong Kong shall have jurisdiction over any dispute arising from or in connection with this Undertaking but the Government may also bring proceedings in any jurisdiction where I or my assets may be located.

25. I hereby confirm that this Undertaking as executed by me was either obtained from SFO offices or downloaded from SFO website without any modification whatsoever to the original text. This Undertaking is available in Chinese and English languages. I have chosen the English language version for execution and in the event of any inconsistency between the two language versions, the English language version shall prevail.

26. I confirm that I have read the contents of this Undertaking in 2 pages and I am satisfied that I fully understand its contents and effect before executing this Undertaking. I declare that the information provided in this Undertaking and in the Application Form, including all the related documents submitted, is true, correct and complete.

27. This Undertaking shall take effect upon my application for ENLS Loan being approved. The effective date of the Undertaking shall be the date on which the Government notifies me in writing that my application is approved.

This Undertaking is signed on the _____ day of _____ (month) _____ (year).

Signed by:

Name: _____
(Name of Student in Block Capitals)
(Please write the name in the same order as recorded in your
Hong Kong Identity Card.)

(Name of Student in Chinese Characters) (if applicable)

Hong Kong Identity Card No.: _____ (_____)
(Student)

Amount of Loan: HK\$ _____

Signature: _____
(Student)

In the presence of *Witness*:

(Name of Witness in Block Capitals)
(Please write the name in the same order as recorded in your
Hong Kong Identity Card.)

(Name of Witness in Chinese Characters) (if applicable)

Hong Kong Permanent Identity Card No.: _____ (_____)
(Witness)

Declaration: I acknowledge and agree that the personal data and related documents provided by me in connection with this Undertaking and in the Application Form are true, correct and complete. It can be used by SFO and disclosed to the relevant parties by SFO; and give consent for SFO to request the relevant parties for personal data.

Signature: _____
(Witness)

- Notes:**
1. A person who makes a false instrument, with the intention that he/she or another shall use it to induce somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his/her own or any other person's prejudice, commits a criminal offence.
 2. Students should read this Undertaking in conjunction with the Extended Non-means-tested Loan Scheme Application Guidance Notes for the 2020/21 Academic Year.
 3. This Undertaking and Deed of Indemnity should be completed and signed respectively by the Student and the Indemnifier in the presence of a Witness. **Neither the Student himself/herself nor the Indemnifier can act as Witness.**
 4. The names of the Student and the Witness in Chinese (if applicable) and English should be the same and in the same order as those recorded in the respective Hong Kong Identity Cards.
 5. Any amendments to the information completed by the Student or the Witness (including addition, deletion and alteration) must be counter-signed by the Student or the Witness, whoever has made the amendments, using the same signature(s). Any amendments to the amount of loan (including addition, deletion and alteration) must be counter-signed by both the Student and the Witness, using the same signature(s). SFO will not accept incomplete documents or documents with amendments made by means of correction fluid or correction tape.
 6. Should the Witness use a name chop, he/she should mark a '+' next to the chop.
 7. This Undertaking should be completed with a permanent black or dark blue ball pen.
 8. SFO has the sole discretion to determine whether the Undertaking is properly completed or not. SFO has the sole power not to accept the Undertaking if it is considered not properly completed.
 9. This undertaking should be printed clearly on A4 white paper which is blank on both sides.