

DEED OF INDEMNITY UNDER THE EXTENDED NON-MEANS-TESTED LOAN SCHEME 2020/21

THIS DEED OF INDEMNITY is made by the undersigned ('Indemnifier') in favour of the Government of the Hong Kong Special Administrative Region ('Government').

2. WHEREAS the Government has agreed to offer a loan of HK\$ ('Loan') with interest chargeable at the prevailing Interest Rate for ENLS per annum under the Extended Non-means-tested Loan Scheme ('ENLS') to Mr./Ms./Miss* ('Student') bearing Hong Kong Identity Card No.: (Name of Student in Block Capitals) (Name of Student in Chinese Characters) (if applicable) in accordance with the Undertaking signed by him/her on the day of (month) (year) and on conditions, inter alia, that this Deed of Indemnity be executed.

NOW THIS DEED OF INDEMNITY WITNESSES as follows:

- 3. In consideration of the Loan, the Indemnifier hereby agrees to be liable to the Government as if he/she were the principal debtor for the whole amount of the Loan, all interest, overdue interest, and administrative fees from time to time accruing thereon and all costs and expenses payable by the Student under the Undertaking (collectively, 'Debt').
4. The Indemnifier further undertakes to pay all expenses and costs (including legal costs and related expenses in the course of legal recovery actions) which the Government may incur for the enforcement of this Deed of Indemnity and the Undertaking signed by the Student ('Expenses').
5. The Indemnifier agrees that before the Government demands payment of the Debt or the Expenses from him/her, the Government does not need to demand payment from the Student first or to take any other action to obtain payment.
6. This Deed of Indemnity shall be independent of, and in addition to, any Deed of Indemnity which the Government holds from time to time in relation to the Debt.
7. From time to time, the Indemnifier acknowledges and agrees that the Government may revise the terms and conditions applicable to or in relation to the Loan (including revising the repayment schedule for the Loan and interest accruing thereon); (or) make any other arrangement, compromise or settlement with the Student or any other indemnifier.
8. This Deed of Indemnity shall continue until the full payment of the Debt and the Expenses.
9. If the Student becomes bankrupt or enters into Individual Voluntary Arrangement or has a receiver appointed over his/her business or assets, the Government shall be entitled to make a claim against the Student's assets for the outstanding balance of the Debt even if the Indemnifier has already made a part payment of the Debt to the Government under this Deed of Indemnity.
10. Any payment received by the Government under this Deed of Indemnity shall be applied in the following order towards payment of firstly the administrative fees, secondly (any balance thereof) the overdue interest, thirdly (any balance thereof) the interest accrued on the Loan, fourthly (any balance thereof) the overdue principal portion of the Loan, and finally all Expenses, or otherwise in such order deems fit by the Student Finance Office ('SFO'), Working Family and Student Financial Assistance Agency.
11. A certificate, notice or letter issued by SFO as to the amount of the outstanding balance of the Debt or Expenses from time to time shall be conclusive evidence against the Indemnifier for all purposes.
12. The Indemnifier agrees that the Government may disclose information and personal data concerning the Indemnifier to any Government bureaux or departments, or non-government organisations for the purposes the Government deems necessary in relation to the administration of the loan and repayment matters, including but not limited to the processing and counter-checking of the application for Loan, verification of the personal data he/she has provided in this Deed of Indemnity and in the Extended Non-means-tested Loan Scheme Application Form for the 2020/21 Academic Year [ENLS 141(2020)] ('Application Form') and other related documents, administration and maintenance of loan account information, recovery of overdue repayments or overpayments or expenses, other usages as stated in the Extended Non-means-tested Loan Scheme Application Guidance Notes for the 2020/21 Academic Year [ENLS 140(2020)] ('Application Guidance Notes'), and for the purposes authorised or required by law.
13. The Indemnifier also agrees to inform SFO immediately in writing if he/she intends to leave the Hong Kong Special Administrative Region ('Hong Kong') for a period longer than 3 months or to emigrate; or if there is any change of his/her residential/correspondence address, or his/her other contact information, including mobile number, email address or fax number from time to time.
14. The Indemnifier declares that as at the date of this Deed of Indemnity, he/she is not an undischarged bankrupt, is not aware that there is any bankruptcy petition filed by him/her or presented against him/her and he/she has not applied/is not applying for any Individual Voluntary Arrangement, and no receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his/her assets, and he/she is not involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) and no claim (whether inside or outside Hong Kong) is presently in progress or pending or threatened against him/her or any of his/her assets.
15. The Indemnifier also agrees to inform SFO in writing immediately if any time after the date of this Deed of Indemnity and whilst the Debt still remains outstanding, a bankruptcy petition is filed by him/her or presented against him/her or a bankruptcy order is made against him/her; or he/she applies for Individual Voluntary Arrangement; or he/she is aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his/her assets; or if he/she 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 him/her or any of his/her assets.
16. The Indemnifier agrees that SFO has the power to consolidate all loans granted to the Student under the ENLS in relation to the eligible course covered by the ENLS or any other course.
17. Any notice or demand to be given under this Deed of Indemnity shall be in writing and shall be deemed to have been duly given to the Indemnifier: if sent by post or by hand to his/her residential address or by fax to his/her fax number or by SMS to his/her mobile number or by email to his/her 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).

18. The Government's rights under this Deed of Indemnity may be exercised as often as the Government deems fit. Exercising or failing to exercise a right under this Deed of Indemnity shall not prevent the Government from exercising any other right under this Deed of Indemnity. Exercising part of a right under this Deed of Indemnity 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 Deed of Indemnity shall not prevent the Government from exercising that right subsequently. The Government's rights under this Deed of Indemnity shall be in addition to other rights which the Government may have under the law.

19. If at any time, any provision of this Deed of Indemnity 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 Deed of Indemnity.

20. The Indemnifier may not terminate this Deed of Indemnity until and unless the Debt and Expenses have been fully repaid.

21. The Indemnifier confirms that he/she is not a director, officer or employee of any of the following persons or body of persons (whether corporate or unincorporate):

- (a) the institution which offers the course (eligible under the ENLS) pursued or intended to be pursued by the Student; or
- (b) the operator or local agency (if applicable) of (a) above; or
- (c) any of the respective associated companies (including holding companies and subsidiaries) of (a) or (b) above.

For the purpose of this Deed, "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).

22. The Indemnifier hereby confirms that this Deed of Indemnity as executed by him/her was either obtained from SFO offices or downloaded from the website of SFO without any modification whatsoever to the original text. This Deed of Indemnity is available in Chinese and English languages. The Indemnifier has 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.

23. This Deed shall be governed by and construed in accordance with the Laws of Hong Kong. The Indemnifier agrees that the courts of Hong Kong shall have jurisdiction over any dispute arising from or in connection with this Deed of Indemnity but the Government may also bring proceedings in any jurisdiction where the Indemnifier or his/her assets may be located.

24. The Indemnifier declares that the information provided in this Deed of Indemnity and in the Application Form, including all the related documents submitted, is true, correct and complete.

25. The Indemnifier confirms that he/she has read the contents of the whole of this Deed of Indemnity in 2 pages carefully and understands that he/she has the right to seek independent legal advice from lawyers of his/her own choice to make sure that he/she understands his/her commitment and the full consequences of his/her signing this Deed of Indemnity before signing this Deed of Indemnity. It is either that he/she has sought independent legal advice concerning this Deed of Indemnity or has chosen not to do so, but he/she is satisfied that he/she fully understands its contents and effect before signing this Deed of Indemnity.

26. This Deed shall take effect upon the Undertaking signed by the Student taking effect in accordance with Clause 27 of the Undertaking and shall have the same effective date as the Undertaking.

This Deed is made on theday of(month)(year).

L.S.

SIGNED, SEALED AND DELIVERED by:

In the presence of:

.....
(Name of Indemnifier in Block Capitals)

(Please write the name in the same order as recorded in your Hong Kong Identity Card.)

.....
(Name of Witness in Block Capitals)

(Please write the name in the same order as recorded in your Hong Kong Identity Card.)

.....
(Name of Indemnifier in Chinese Characters) (if applicable)

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

Hong Kong Permanent Identity Card No.: (.....)
(Indemnifier)

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

Relationship with the Student:
(Indemnifier)

Declaration: I acknowledge and agree that the personal data and related documents provided by me in connection with this Deed 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.

Amount of Loan : HK\$

Signature:
(Indemnifier)

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. The Indemnifier should read this Deed of Indemnity in conjunction with the Undertaking signed by the Student receiving the loan and the Extended Non-means-tested Loan Scheme Application Guidance Notes for the 2020/21 Academic Year.
 3. The Deed of Indemnity should be completed and signed by the Indemnifier in the presence of a Witness. Neither the Student himself/herself nor the Indemnifier can act as Witness. Also, it is not acceptable for the Student to act as Indemnifier for his/her own application.
 4. The names of the Student, the Indemnifier 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 in the above execution clause of this Deed of Indemnity (including addition, deletion and alteration) must be counter-signed by the Indemnifier or the Witness, whoever has made the relevant amendments, using the same signature(s) as executed in this Deed of Indemnity. Any amendments to the above execution clause "amount of loan" (including addition, deletion and alteration) must be counter-signed by both the Indemnifier and the Witness, using the same signature(s) as executed in this Deed of Indemnity. SFO will not accept incomplete documents or documents with amendments made by means of correction fluid or correction tape.
 6. Should the Indemnifier or the Witness use name chop, he/she should mark a '+' next to the chop.
 7. The Deed of Indemnity should be completed with a permanent black or dark blue ball pen.
 8. SFO has the sole discretion to determine whether the Deed of Indemnity is properly completed or not. SFO has the sole power not to accept the Deed of Indemnity if it is considered not properly completed.
 9. SFO may request the Indemnifier to come to SFO for an interview to verify the information provided in the application.
 10. This Deed of Indemnity should be printed clearly on A4 white paper which is blank on both sides.