

2024/25 ACADEMIC YEAR
EXTENDED NON-MEANS-TESTED LOAN SCHEME ("ENLS")
DEED OF INDEMNITY

Please use EITHER the Chinese
OR English version only

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 (Name of Student in Block Capitals) ("Student") (.....) bearing Hong Kong Identity Card No.: (.....) in (Name of Student in Chinese Characters) (if applicable) 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 fee from time to time accruing thereon and all costs and expenses payable by the Student under the "Undertaking" (collectively, "Debt"). The Indemnifier hereby guarantees that the Debt shall be paid when it becomes due and payable by the Student under the "Undertaking". The Indemnifier hereby covenants with the Government that he/she will immediately pay to the Government as a principal debtor on demand from the Government whenever the Debt has become due and payable by the Student.

4. The Indemnifier further undertakes to pay all expenses and costs (including legal costs and related expenses in the course of legal recovery actions) ("Expenses") which the Government may incur for the enforcement of this Deed of Indemnity ("Deed") and the "Undertaking" signed by the Student.

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" shall be independent of, and in addition to, any "Deed" which the Government holds from time to time in relation to the Debt. If the Government has any other "Deed" in relation to the Debt, the Government shall be entitled to choose which "Deed" it wishes to enforce and the order of enforcement. The Government shall not be obliged to enforce any other "Deed" or to take any other steps or proceedings before it enforces this "Deed".

7. The Indemnifier acknowledges and agrees that the Government may from time to time 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. If the Government does carry out any of the above acts in this Clause 7, or do or fail to do anything else, this shall not affect the Government's rights or the Indemnifier's liability under this "Deed".

8. This "Deed" shall continue until the full payment of the Debt and the Expenses. This means that the Indemnifier's obligations under this "Deed" shall not be discharged or affected even if the Debt becomes for any reason not recoverable from the Student.

9. If the Student becomes bankrupt or enters into Individual Voluntary Arrangement ("IVA") under the Bankruptcy Ordinance 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". Any payment which the Government may receive from the Student or his/her estate or any other person shall not affect the Government's right to recover the remaining balance of the Debt and Expenses from the Indemnifier under this "Deed".

10. Any payment received by the Government under this "Deed" shall be applied in the following order towards payment of firstly the outstanding 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 the Expenses, or otherwise in such order deems fit by the Student Finance Office ("SFO") under the Working Family and Student Financial Assistance Agency ("WFSFAA").

11. A certificate, notice or letter issued by the 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" and in the ENLS 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 ENLS Guidance Notes for the 2024/25 Academic Year [ENLS 140(2024)] ("Guidance Notes"), and for the purposes authorised or required by law. The Indemnifier hereby gives consent for the SFO to request for his/ her personal data from the parties and for the purposes mentioned in this Clause 12.

13. The Indemnifier undertakes to inform the SFO in writing immediately of any change of his/her correspondence/residential address or other contact information, including mobile phone number, email address or fax number from time to time. The Indemnifier acknowledges that the SFO accepts no responsibility for any loss, charge or expense caused by his/her failure to serve timely notification of such change.

14. The Indemnifier declares that as at the date of this "Deed", he/she is not an undischarged bankrupt; and no bankruptcy petition is filed by him/her and is not aware that a bankruptcy petition is presented against him/her or a bankruptcy order is made against him/her; and has not applied/is not applying for an IVA under the Bankruptcy Ordinance; and is not aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his/her assets; and is not involved in any litigation, arbitration or administrative proceedings (whether inside or outside the Hong Kong Special Administrative Region ("Hong Kong")); and there is no claim (whether inside or outside Hong Kong) against him/her or any of his/her assets.

15. The Indemnifier also agrees to inform the SFO in writing immediately if any time after the date of this "Deed" and whilst the Debt still remains outstanding, a bankruptcy petition is filed by or presented against him/her or a bankruptcy order is made against him/her; or he/she has applied/is applying for an IVA under the Bankruptcy Ordinance; 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 he/she is involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong); or there is any claim (whether inside or outside Hong Kong) against him/her or any of his/her assets; or he/she intends to leave/has left Hong Kong for a period longer than three months or to emigrate; or he/she for other reasons becomes incapable of fulfilling the obligations under the "Deed". If after examining the relevant supporting documents, the SFO decides that he/she is incapable of fulfilling the obligations required under the "Deed", the Student will be required to procure another alternative indemnifier located in Hong Kong and acceptable to the Government to execute the "Deed" in favour of the Government. Before the successful procurement of an alternative indemnifier acceptable to the Government by the Student, the existing indemnifier remains obliged to continue to fulfil the obligations under the "Deed".

16. The Indemnifier agrees that the SFO has the power to consolidate all loans granted to the Student under the ENLS. Whilst the Indemnifier is only required to pay up the Debt but not any other loan to the same Student which has been consolidated to the Loan as referred to in Clause 2 above ("Other Loans") or interest or overdue interest or administrative fee accruing on such Other Loans (provided that he/she has not executed any "Deed" in respect of these Other Loans), in the event that different Indemnifiers have executed the "Deed" in relation to the Loan and Other Loans, and if any amount received by the SFO from the Student is insufficient to cover any sum due and payable, the SFO shall have the power to determine how such amount should be apportioned.

17. Any notice or demand to be given under this "Deed" shall be in writing and shall be deemed to have been duly given to the Indemnifier: if sent by mail or by hand to his/her correspondence/residential address or by fax to his/her fax number or by SMS to his/her mobile phone number or by email to his/her email address (each of which address or number as last provided to the SFO or as last revised by no less than ten working days' written notice).

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

20. The Indemnifier may not terminate this "Deed" 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" as executed by him/her was either obtained from the SFO offices or downloaded from the WFSFAA website without any modification whatsoever to the original text. This "Deed" 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" 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" and in the ENLS application form, including other required supporting documents submitted, is true, correct and complete.

25. The Indemnifier confirms that he/she has read the contents of the whole of this "Deed" 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" before signing this "Deed". It is either that he/she has sought independent legal advice concerning this "Deed" 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".

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

This "Deed" is made on the day 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 ENLS application form are true, correct and complete. It can be used by the SFO and disclosed to the relevant parties by the SFO; and give consent for the SFO to request the relevant parties for personal data.

Amount of Loan : HK\$

Signature: (Indemnifier)

Signature: (Witness)

- Notes :**
- 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.
 - The Indemnifier should read this "Deed" in conjunction with the "Undertaking" signed by the Student receiving the loan and the ENLS Guidance Notes for the 2024/25 Academic Year.
 - The "Deed" 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.
 - 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.
 - Any amendments to the information completed in the above execution clause of this "Deed" (including addition, deletion and alteration) must be counter-signed by the Indemnifier or the Witness, whoever has made the amendments, using the same signature(s) as executed in this "Deed". 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". The SFO will not accept incomplete documents or documents with amendments made by means of correction fluid or correction tape.
 - The SFO will not accept documents signed with e-signature. Should the Indemnifier or the Witness use name chop, he/she should mark a "+" next to the chop.
 - The "Deed" should be completed with a permanent black or dark blue ballpoint pen.
 - The SFO has the sole discretion to determine whether the "Deed" is properly completed or not. The SFO has the sole power not to accept the "Deed" if it is considered not properly completed.
 - The SFO may request the Indemnifier to come to the SFO for an interview to verify the information provided in the application.
 - This "Deed" should be printed clearly on A4 white paper which is blank on both sides.