



# 2023/24<sub>AY</sub>

## NLSPS

### Non-means-tested Loan Scheme for Post-secondary Students

#### GUIDANCE NOTES

NLSPS/1B (2023)

本申請指引備有中文版本[NLSPS/1A(2023)]

如有需要，可於職學處網頁下載

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

# Important Notice

## Submission of Online Application through the “SFO E-link – My Applications”

All applications of the Non-means-tested Loan Scheme for Post-secondary Students (“NLSPS”) for the 2023/24 academic year (“AY”) must be completed and submitted through the “SFO E-link – My Applications” online platform (<https://ess.wfsfaa.gov.hk>).

Applicants should be registered as a user of the “iAM Smart” and / or “MyGovHK” and safekeep the relevant username and password (if applicable) carefully for future login.

## Application Processing

To ensure that the application could be processed promptly, please submit the duly completed 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. In addition, if applicants are requested to submit supplementary information for processing of the application, please adhere to the deadline specified. Otherwise, a longer time may be required for processing the application.

**Students who have applied for financial assistance under the Financial Assistance Scheme for Post-secondary Students (“FASP”), a means-tested financial assistance scheme, will be informed of their FASP and NLSPS (if any) entitlement simultaneously in their “FASP Notification of Result”. However, if these students wish to apply for and be offered with the NLSPS loan earlier, they are required to submit a separate NLSPS application for processing.**

# Contents

1. NLSPS .....	<a href="#">P.4</a>
2. Eligibility.....	<a href="#">P.4</a>
3. Maximum Level of Loan Amount and Life-time Loan Limit.....	<a href="#">P.4</a>
4. Interest and Administrative Fee.....	<a href="#">P.5</a>
5. How to Apply.....	<a href="#">P.6</a>
6. Application Deadline.....	<a href="#">P.8</a>
7. Notification of Result.....	<a href="#">P.9</a>
8. Acceptance of Loan.....	<a href="#">P.10</a>
9. Disbursement of Loan.....	<a href="#">P.10</a>
10. Offsetting Arrangements.....	<a href="#">P.12</a>
11. Application for Accepting the Remaining Loan Amount.....	<a href="#">P.13</a>
12. Cancellation of Loan.....	<a href="#">P.13</a>
13. Loan Repayment & Electronic Demand Note and Notification.....	<a href="#">P.13</a>
14. Deferment of Loan Repayment.....	<a href="#">P.17</a>
15. Handling of Personal Information.....	<a href="#">P.18</a>
16. Important Matters.....	<a href="#">P.20</a>
17. Review Mechanism.....	<a href="#">P.21</a>
18. Enquiries.....	<a href="#">P.22</a>
19. Useful Links.....	<a href="#">P.23</a>

## 1. NLSPS

- 1.1 The NLSPS is to complement the FASP to provide loans to eligible students to settle tuition fees of locally-accredited, self-financing full-time<sup>1</sup> post-secondary education programmes at the level of associate degree, higher diploma or degree.

## 2. Eligibility

- 2.1 Applicants applying for an NLSPS loan to cover their tuition fees payable in the 2023/24 AY must:
- (a) have been registered as a full-time student engaged in a locally-accredited self-financing post-secondary education programme at sub-degree (i.e. associate degree or higher diploma) or degree level in the 2023/24 AY. For the recognised courses covered under the FASP and the NLSPS and the respective course codes, please refer to the “Course Coding Sheet” on the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/fasp/general/coding.htm>);  
**and**
  - (b) have the right of abode in the Hong Kong Special Administrative Region (“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 programme<sup>2</sup>.
- 2.2 Applicants’ eligibility are restricted to only one eligible full-time course in any particular AY.
- 2.3 Full-time students of exclusively publicly-funded, including the University Grants Committee-funded, student places covered by the Tertiary Student Finance Scheme – Publicly-funded Programmes are not eligible for assistance under the NLSPS.
- 2.4 Even if applicants meet the above eligibility criteria, the SFO reserves the right to require them to submit supplementary documents / information as and when necessary; and the final approval of their NLSPS application will rest with the SFO.

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

- 3.1 Eligible students who apply for the NLSPS loans only, i.e. have not applied for assistance (i.e. grant and / or loan) under the FASP or have failed to obtain assistance under the FASP, may receive loan **up to their total annual tuition fees payable in the AY**.
- 3.2 Students who receive financial assistance under the FASP may be entitled to loan under the NLSPS **up to the difference between the maximum financial assistance (i.e. actual tuition fees payable plus the maximum amounts of assistance for academic expenses and living expenses) under the FASP and the amount of financial assistance they may receive under the FASP, subject to the NLSPS loan maximum (equivalent to the tuition fees payable) not being exceeded**.
- 3.3 With effect from the 2012/13 AY, a combined life-time loan limit is imposed on students eligible for receiving loans under the NLSPS and the Non-means-tested Loan Scheme for Full-time Tertiary Students (“NLSFT”). The loan limit will be price-adjusted annually in accordance with the movement of the Composite Consumer Price Index. The relevant limit for the 2023/24 AY is HK\$398,300.
- 3.4 Loan(s) disbursed from the 2012/13 AY and onwards will be counted towards the combined life-time loan limit, which is not of revolving nature and will not be reset by any repayments.
- 3.5 Eligible students who have exhausted their combined life-time loan limit for studying courses for attaining their first degree-level study may apply to use up to HK\$100,000 of their life-time loan limit

<sup>1</sup> For face-to-face teaching programmes, “full-time” study refers to a curriculum of not less than 450 contact hours per year, or a minimum of 30 credit points per year with each credit point equaling 15 contact hours. For non-face-to-face teaching programmes, “full-time” study means a curriculum of not less than 1 350 study hours.

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

under the Extended Non-means-tested Loan Scheme<sup>3</sup>. Such applications will be considered on a case-by-case basis. The SFO will consider factors such as whether the students are studying a course for attaining their first degree-level study and the tuition fee level of the course, etc.

## 4. Interest and Administrative Fee

- 4.1 The NLSPS operates on a full-cost recovery basis. Loan borrowers have to pay interest for their loans. Interest rate is set at the Government of the Hong Kong Special Administrative Region (“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 which seeks to cover the Government’s risk in disbursing unsecured loan. Interest is accrued at the prevailing NLS 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. The Finance Committee of the Legislative Council has approved to reduce the risk-adjusted factor to zero since the 2012/13 AY. Please refer to the WFSFAA website ([https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLS\\_interest\\_and\\_Admin\\_fee.pdf](https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLS_interest_and_Admin_fee.pdf)) for the prevailing NLSPS 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 NLSPS:
- 4.2.1 Administrative fee is chargeable upon submission of application and annually thereafter until the NLSPS loan and 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 13.1 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 Administrative fee is subject to review regularly. Please refer to the WFSFAA website ([https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlspg/general/learn/interest\\_and\\_fee.htm](https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlspg/general/learn/interest_and_fee.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 NLSPS 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 loan schemes. Request for merging loan accounts of different schemes will also not be accepted.

<sup>3</sup> Applicable to students pursuing specific post-secondary / continuing and professional education courses in Hong Kong.

## 5. How to Apply

5.1

**Applicants to submit application online through the “SFO E-link – My Applications”**



### **Submit the “Declaration Form” and supporting documents**

After submitting the online application successfully, applicants are required to submit the duly signed “Declaration Form” (if not digitally signed) and / or the supporting documents required within seven days from the date of submission of the application. Please refer to the “Checklist of Supporting Documents” ([https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLSPS\\_Checklist\\_E.pdf](https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLSPS_Checklist_E.pdf)) for details.

**Please submit the required documents through one of the following means:**

- through online upload;
- by mail<sup>4</sup> to the SFO at the following address:  
*Student Finance Office,  
Working Family and Student Financial Assistance Agency,  
Room 1204, 12/F,  
Cheung Sha Wan Government Offices,  
303 Cheung Sha Wan Road,  
Kowloon  
(Attn.: NLSPS APU); or*
- by using the SFO drop-in boxes located on 11/F (during office hours) or in the G/F lift lobby (outside office hours) of the Cheung Sha Wan Government Offices (“CSWGOs”). The SFO’s office hours are 8:45 a.m. to 1:00 p.m. and 2:00 p.m. to 5:45 p.m. from Monday to Friday, except public holidays. Please enter the CSWGOs through the side entrance near the security counter outside office hours.



**SFO to issue the “Acknowledgement of Receipt of Application”  
and process the application**

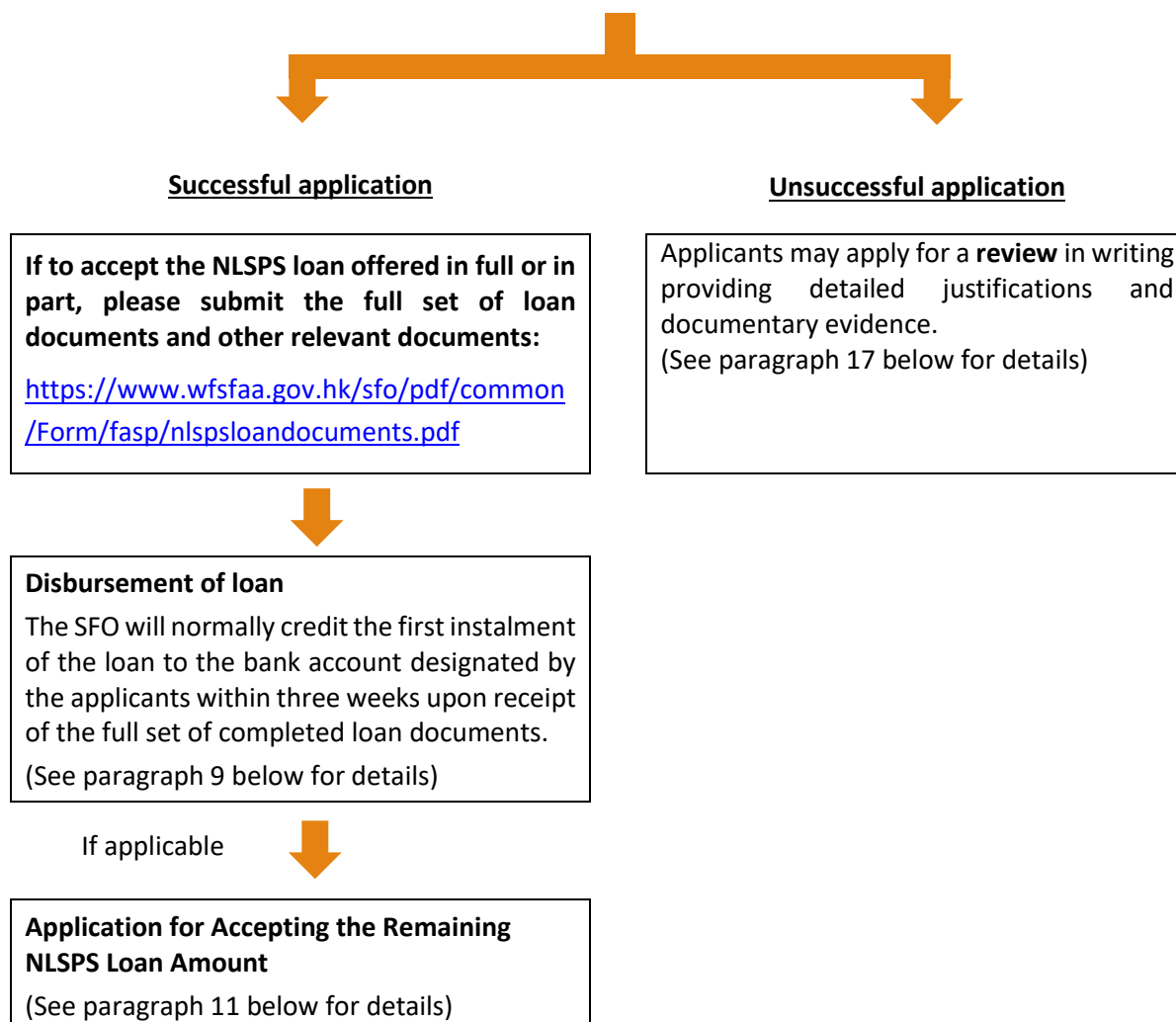
If the information provided is complete upon submission of application, the SFO will normally issue the “NLSPS Notification of Result” to applicants within three weeks from the issuance date of the “Acknowledgement of Receipt of Application”; or before mid-July when the life-time loan limits for the current AY are determined, whichever is later.



**SFO to issue the “NLSPS Notification of Result”**

<sup>4</sup> 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.

**SFO to issue the “NLSPS Notification of Result” (continued)**



- 5.2 Please refer to the Online Demonstration (<https://ess.wfsfaa.gov.hk/demo/en/>) for details about completion and submission of the online application form for the NLSPS.
- 5.3 Please refer to the “Points to Note for Paying Administrative Fee” ([https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLSPS\\_PNPAP\\_E.pdf](https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLSPS_PNPAP_E.pdf)) on the methods to pay the administrative fee.
- 5.4 The online submission of application is not applicable to students of distance-learning programmes of the Hong Kong Metropolitan University (“HKMU”). Please refer to the “Supplementary Guidance Notes for the FASP and the NLSPS” for the eligibility criteria and application procedures under the NLSPS, and duly complete the “Application Form NLSPS/2B” to make the application. Such supplementary guidance notes and application form can be obtained from the HKMU, and are also available on the WFSFAA website ([https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/fasp/FASP\\_DL.pdf](https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/fasp/FASP_DL.pdf)).
- 5.5 Applicants are required to declare in the “Declaration Form” whether a bankruptcy petition is filed by the applicants or presented against the applicants or a bankruptcy order is made against the applicants; or the applicants have applied/are applying for an Individual Voluntary Arrangement (“IVA”) under the Bankruptcy Ordinance; or are aware that legal proceeding(s) has/have been started or is/are pending or being threatened against the applicants for their bankruptcy or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of their assets. If the above situation(s) arise(s) subsequent to the signing of the “Declaration Form”, applicants are obliged to notify the SFO in writing immediately.
- 5.6 If applicants are undischarged bankrupts or subject persons of IVA, please submit a copy of the bankruptcy order/petition or IVA proposal, as appropriate, for the SFO’s record purpose.

5.6.1 The SFO reserves the right to require applicants to submit supplementary documents/information other than those mentioned in paragraph 5.6 above as and when required. A longer processing time is required for such applications.

5.6.2 The final approval of the relevant NLSPS application will rest with the SFO solely.

5.7 If applicants cannot provide the “Declaration Form” and the required supporting documents without sufficient reasons, the relevant applications will not be considered further.

5.8 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.

5.9 If applicants have genuine difficulty in using computer for submission of online application (e.g. unable to operate computer normally due to physical condition, etc.), please call the hotline of the NLSPS Application Processing Unit at 2150 6222 during office hours for assistance.

## 6. Application Deadline

6.1 **The NLSPS application for the 2023/24 AY is closed.** With effect from 13 January 2024, the “SFO E-link – My applications” online platform has ceased to accept NLSPS applications for the 2023/24 AY.

6.2 If applicants still need to submit application for the 2023/24 AY, please use the “NLSPS Paper-based Application Form” [NLSPS 2B(2023)]. **All late applications should be supported with written explanation which will be considered on individual merits upon submission of the duly completed application form and whole set of the required documents by applicants.** Applicants may be required to obtain a written support from the respective institution in respect of their late application if the SFO deems it necessary. **Late applications would only be processed for circumstances that are beyond the control of individual applicants** (for instance, commencement dates of their study programmes fall after 12 January 2024 or individual applicants experienced serious financial hardship as a result of drastic change of family’s financial situation in recent months). All applications for the 2023/24 AY must be submitted to the SFO **on or before 31 March 2024**.

6.3 Please submit the required documents to the SFO as soon as possible through one of the following means:

- by mail to the SFO at the following address:  
Student Finance Office,  
Working Family and Student Financial Assistance Agency,  
Room 1204, **12/F**, Cheung Sha Wan Government Offices,  
303 Cheung Sha Wan Road, Kowloon  
(Attn.: NLSPS APU)
- by using the SFO drop-in boxes located on **11/F** (during office hours) or in the G/F lift lobby (outside office hours) of the Cheung Sha Wan Government Offices (“CSWGOs”). The SFO’s office hours are 8:45 a.m. to 1:00 p.m. and 2:00 p.m. to 5:45 p.m. from Monday to Friday, except public holidays. Please enter the CSWGOs through the side entrance near the security counter outside office hours.

6.4 If applicants attend a locally-accredited programme that commences between April 2023 and March 2024, except for those students who take distance-learning programmes, please apply for the NLSPS loan under the 2023/24 AY. The application deadline is stipulated above and in any case, all applications must reach the SFO no later than 31 March 2024.



## 7. Notification of Result

### 7.1 If applicants:

<b><u>Apply for the NLSPS only</u></b>	<p><b><u>If the information provided is complete upon submission of application</u></b>, the SFO will normally issue the “NLSPS Notification of Result” to the applicants:</p> <ul style="list-style-type: none"> <li>(a) within three weeks from the issuance date of the “Acknowledgement of Receipt of Application”; or</li> <li>(b) before mid-July when the life-time loan limits for the current AY are determined,</li> </ul> <p>whichever is later.</p>
<b><u>Apply for the FASP only</u></b>	<ul style="list-style-type: none"> <li>• Applicants will be informed of the financial assistance and / or loan they are entitled under the FASP and the NLSPS (if any) simultaneously in the “FASP Notification of Result”.</li> <li>• If applicants wish to accept the NLSPS loan offered, please submit the required documents to the SFO on or before the deadline as stated in the “FASP Notification of Result”. Please refer to paragraph 8 below for details.</li> </ul>
<b><u>Have applied for the FASP and submitted a separate NLSPS application before the FASP results are known</u></b>	<ul style="list-style-type: none"> <li>• The SFO will not be able to determine the loan amount applicants may be entitled under the NLSPS until the FASP results are known.</li> <li>• In this instance, applicants will be issued a letter asking whether they would like to obtain the NLSPS loan up to the maximum amount of the tuition fee payable. If they obtain the NLSPS loan under such arrangement, adjustments to the NLSPS loan amount previously offered may be required after the FASP application results are known. Details of the offsetting arrangements are set out in paragraph 10 below.</li> </ul>

#### 7.1.1 Processing time of the applications will be longer under the following circumstances:

- (a) The information provided by the applicants is incomplete or discrepancies in the supporting documents provided are found; or
- (b) The SFO needs to contact the applicant, the respective institution, other Government bureaux / departments, or other organisations to obtain the information required.

### 7.2 Applicants must check the information printed on the “NLSPS Notification of Result” or the “FASP Notification of Result” (applicable to applicants applying for FASP only and with NLSPS loan offered). Should there be any discrepancies, please inform the SFO **immediately** by the specified amendment forms below, and provide a copy of the relevant supporting document. The forms are available on the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsp/s/application/forms.htm>).

<b>“Notification of Change of Applicant’s Personal Particulars” (FASP/C/1A)</b> <b>Type of Information</b>	<b>“Notification of Change of Institution / Course Data” (FASP/C/1B)</b> <b>Type of Information</b>
<ul style="list-style-type: none"> <li>● Name</li> <li>● Correspondence Address</li> <li>● Residential Address</li> <li>● Residential Telephone Number</li> <li>● Other Contact Telephone Number</li> <li>● Bank Account Number (for disbursement of loan)</li> </ul>	<ul style="list-style-type: none"> <li>● Institution</li> <li>● Course</li> <li>● Year of study</li> <li>● Tuition Fee paid/payable</li> </ul>

- 7.3 If applicants have previously applied for any financial assistance schemes at post-secondary and tertiary level as administered by the SFO (including Tertiary Student Finance Scheme – Publicly-funded Programmes, NLSFT, FASP, NLSPS and Student Travel Subsidy for Tertiary or Post-secondary Students), their correspondence address under the above mentioned financial assistance schemes will also be updated in accordance with the correspondence address provided in their latest application for financial assistance in the 2023/24 AY.

## 8. Acceptance of Loan

- 8.1 To accept the offer, applicants must submit the duly completed loan documents (including the “Undertaking”(SFO 161), the “Deed of Indemnity”(SFO 162) and the “Student, Indemnifier and Witness Details Input Forms (Forms A and B)”(SFO 163A and 163B)) and other required supporting documents listed on the “Checklist for Submission of Loan Documents”(SFO 165) to the SFO by mail<sup>5</sup> or through the SFO drop-in boxes<sup>6</sup>, on or before the deadline as specified in the “NLSPS Notification of Result” or the “FASP Notification of Result”. Loan documents submitted before the issuance of the relevant Notification, or by fax or email are **not** acceptable. The full set of loan documents and other related documents (including the “Checklist for Submission of Loan Documents” (SFO 165)) are available on the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/fasp/nlspslolanddocuments.pdf>).
- 8.2 The SFO may request applicants to produce documentary evidence showing their residential and correspondence addresses. Post Office Box numbers, Public Letter Boxes, care of addresses or student hostels will not be accepted as valid residential address. If being requested, applicants are only required to submit the photocopies of such documentary evidence. **No original copy is required.**
- 8.3 **Applicants can choose to accept the NLSPS loan offered either in full or in part.** Before accepting any NLSPS loan offered, applicants may have a rough estimation on the repayment amount by using the Calculator available in the “SFO E-link” (<https://e-link.wfsfaa.gov.hk>). Applicants should consider carefully their need and repayment ability. In completing the “Undertaking”, the “Deed of Indemnity” and the “Student, Indemnifier and Witness Details Input Form (Form A)”, applicants are required to specify, among other things, the exact amount of NLSPS loan that they wish to accept for the whole AY. If applicants do not submit the duly completed and signed loan documents to the SFO for the acceptance of loan offered under the NLSPS within (i) two calendar months from the issuance date of the “NLSPS Notification of Result” or the “FASP Notification of Result”; (ii) four weeks from the issuance date of the “Notification of Adjusted Result of Application for Financial Assistance”; or (iii) on or before 30 June 2024 (whichever is the latest), the SFO will assume that they do not wish to accept the loan, and the loan offered will be automatically cancelled.
- 8.4 The amount of NLSPS loan accepted should not be greater than the amount of NLSPS loan offered as stated in the “NLSPS Notification of Result” or the “FASP Notification of Result” and not be less than HK\$1,000.
- 8.5 To be acceptable as an indemnifier or a witness, a person must meet the relevant criteria as set out in paragraphs 18 to 24 in the “Notice of Offer of Loan” which is available on the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/fasp/nlspslolanddocuments.pdf>).

## 9. Disbursement of Loan

- 9.1 The NLSPS loan accepted will be credited to the bank account designated by applicants directly by two equal instalments, if applicable, subject to successful submission of the required documents as set out in paragraph 8.1 above by applicants. The actual amount of the NLSPS loan to be disbursed to the

<sup>5</sup> Mailing address is “Student Finance Office, Working Family and Student Financial Assistance Agency, 11/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon (Attn.: Counter Service Unit)”. Please refer to footnote 4 above for the points to note on mailing.

<sup>6</sup> Please refer to paragraph 5.1 above for the location of the drop-in boxes.

applicants will be adjusted according to the offsetting arrangements stipulated in paragraph 10 below which depend on the financial assistance (i.e. grant and / or loan) that may be provided under the FASP.

- 9.2 The NLSPS loan will be disbursed subject to the terms and conditions as stipulated in the “Undertaking” and “Deed of Indemnity”. The disbursement dates are the NLSPS loan drawdown dates which are set by the SFO. The Bank’s certification of payment to the bank account will be regarded as conclusive evidence of the applicants’ receipt of the NLSPS loan.
- 9.3 As stated in paragraph 8.1 above, in completing the “Undertaking”, the “Deed of Indemnity” and the “Student, Indemnifier and Witness Details Input Form (Form A)”, applicants have to state the amount of NLSPS loan that they wish to accept for the whole AY (i.e. the sum of the first and second instalments). If applicants return the full set of completed loan documents and other required supporting documents as set out in paragraph 8.1 to the SFO by the specified deadline (“specified deadline”) as detailed in the “NLSPS Notification of Result” or “FASP Notification of Result”, the SFO will normally credit the first instalment of loan to their designated bank account within a period of three weeks from the specified deadline. If applicants return the required documents beyond the specified deadline, the relevant loan will be disbursed in around three weeks after the SFO receives the aforesaid documents. The second instalment (referred to the remaining balance) of the NLSPS loan will be disbursed in around January or February 2024. If applicants have enrolled in a programme which is charged on credit-based mode, the second instalment of their NLSPS loan will be disbursed after the respective institutions have confirmed with the SFO the total credits taken by the applicants for this AY.
- 9.4 Should applicants be notified of the result of their NLSPS application only after January 2024, the loan accepted will be disbursed in one single instalment within a period of three weeks from the specified deadline if applicants return the required documents set out in paragraph 8.1 by the specified deadline. If applicants miss the specified deadline, the loan accepted will be disbursed in around three weeks after the SFO receives the aforesaid documents.
- 9.5 During the course of vetting / counter-checking / reviewing the application(s) (including application(s) of the current and previous AYs), the SFO may withhold disbursement of loan if irregularity or omitted information is spotted. Disbursement of loan (if any) would only resume after vetting / counter-checking / reviewing procedures have been completed and all irregularities or omitted information have been rectified / clarified.
- 9.6 After the disbursement of the NLSPS loan to the bank account has been arranged, the SFO will issue a Remittance Advice to loan borrowers stipulating the loan disbursement date and amount for reference. The disbursement date stipulated in the Remittance Advice is the drawdown date of the specified NLSPS loan.
- 9.7 If the loan cannot be credited to the bank account because of the incorrect bank account information provided by the applicants; or the bank account concerned has been cancelled or frozen, the SFO will not bear any responsibility for any loss caused. The applicants should submit the duly completed “Notification of Change of Applicant’s Personal Particulars” form (FASP/C/1A) and a copy of bank account proof to the SFO to update the designated bank account. The form is available on the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsp/s/application/forms.htm>). The new drawdown date(s) will be determined by the SFO.
- 9.8 Neither the application nor the approval for an NLSPS loan carries any implication that the payment due date of tuition fee has been or will be deferred automatically by institutions. If the disbursement of the NLSPS loan for any instalment cannot be made on or before the tuition fee instalment due date, it is the applicants’ own responsibility to liaise with the institutions in respect of the tuition fee payment. The SFO will not bear the responsibility for any loss caused due to late settlement of tuition fee.
- 9.9 In any case, the SFO reserves the right not to accept loan documents submitted after 30 June 2024 since the respective AY should normally be over, unless the “NLSPS Notification of Result” or the “FASP Notification of Result” is issued within the immediate past two calendar months, or the “Notification of Adjusted Result of Application for Financial Assistance” is issued within the immediate past four weeks.

- 9.10 Any overpayment of the NLSPS loan made shall be refunded immediately upon demand.
- 9.11 If applicants:
- (a) cease to be registered full-time students of locally-accredited programmes;
  - (b) decide to withdraw from, suspend or defer studies or apply for leave of absence for any reasons;
  - (c) change the course / institution; or
  - (d) are not required to pay the full amount of tuition fee in the 2023/24 AY,
- they must **immediately** notify the SFO in writing for follow-up action, including but not limited to **withholding the disbursement of the NLSPS loan to the applicants**.
- 9.11.1 In the event that the NLSPS loan has been disbursed, loan borrowers will be liable for the NLSPS loan disbursed and the interest accrued thereon and to repay the SFO the NLSPS loan so disbursed and the interest accrued thereon, plus any recovery costs incurred by the Government in a lump sum / by instalments.
- 9.12 The SFO reserves the right to recover from loan borrowers all or part of the NLSPS loan disbursed in case they cannot complete their studies for any reasons.

## 10. Offsetting Arrangements

- 10.1 If applicants concurrently receive any financial assistance (i.e. grant and / or loan) provided by the Government under the FASP for the course for the same AY, they shall be liable to repay the Government the amount of overpaid NLSPS loan which is equal to the difference between (a) the amount of the NLSPS loan disbursed, and (b) the revised NLSPS loan offer (provided that the amount of (a) is higher than the amount of (b)) ("overpaid NLSPS loan"). The amount of overpaid NLSPS loan shall be repaid through deduction of the same amount from the FASP financial assistance in the order firstly from the grant portion of the FASP financial assistance, and if the grant portion is insufficient to fully offset the overpaid NLSPS loan, the balance will be offset by deducting from the loan portion of the FASP financial assistance.
- 10.2 Even if the NLSPS loan has been fully offset by the FASP grant and / or loan and the revised loan balance is HK\$0, NLSPS interest would still accrue for the overpaid NLSPS loan for the period from the first drawdown date of the NLSPS loan to the date of offsetting. **Loan borrowers are advised to submit an early repayment request of the NLSPS interest immediately after the offsetting to the Student Loan Unit of the SFO.** Otherwise, an administrative fee will be accrued on this NLSPS 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 the 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 NLSPS loan and the interest accrued thereon are fully repaid. In addition, the loan portion of the FASP financial assistance applied to offset the NLSPS loan 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.
- 10.3 If the NLSPS loan has been partially offset by the FASP grant and / or loan and there is remaining loan balance, NLSPS interest would still accrue for the overpaid NLSPS loan for the period from the first drawdown date of the NLSPS loan to the date of offsetting. Loan borrowers' obligations in relation to the NLSPS interest so accrued and the amount of the NLSPS loan remaining after the partial offsetting shall remain unchanged and shall continue according to the terms and conditions as set out in the "Notice of Offer of Loan", in the "Undertaking" signed by them, in this Guidance Notes and including the terms and conditions subsequently amended and supplemented by the SFO. In addition, the loan portion of the FASP financial assistance applied to offset the NLSPS loan 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.
- 10.4 If applicants have accepted the NLSPS loan offer but not yet received the loan prior to the receipt of the "FASP Notification of Result", and subsequently being offered financial assistance under the FASP,

arrangements will then be made to reduce the amount of their NLSPS loan offer and the NLSPS loan payable (if any) to reflect the adjustment of NLSPS loan in direct relation to the financial assistance offered under the FASP.

- 10.5 The NLSPS loan will not be offset by the FASP grant and / or loan automatically as mentioned above if the NLSPS loan does not exceed the difference between the maximum level of financial assistance under the FASP and the financial assistance loan borrowers should receive under the FASP. Under such circumstances, if loan borrowers wish to offset the NLSPS loan already disbursed by the FASP grant and / or loan credited / to be credited to the designated bank account, they need to make an early repayment of the NLSPS loan (please refer to paragraph 13.12 below); or apply for a cancellation of the NLSPS loan if the disbursement of the NLSPS loan has not yet been arranged (please refer to paragraph 12 below).

## 11. Application for Accepting the Remaining Loan Amount

- 11.1 Applicants may apply for accepting the remaining NLSPS loan amount which is equivalent to the **difference** between the maximum amount of the NLSPS loan that they may borrow and the NLSPS loan that they have already accepted on their NLSPS loan application in the **same AY**.
- 11.2 Applications should be made by submitting the completed “Application Form for Accepting the Remaining Loan Amount” (NLSPS 166) to the SFO **within three calendar months** from the commencement of the course. The relevant application form is available on the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsp/application/forms.htm>).
- 11.3 Please note that:
- **An administrative fee is payable on the application for accepting the remaining NLSPS loan amount separately.**
  - Late applications for accepting the remaining NLSPS loan amount may not be accepted.

## 12. Cancellation of Loan

- 12.1 If loan borrowers have accepted the NLSPS loan but wish to apply for cancellation of the NLSPS loan which has not yet been disbursed, please submit the completed “Application Form for Cancellation of Loan” (NLSPS 167) to the SFO. The relevant application form is available on the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsp/application/forms.htm>). In the event that the disbursement of the NLSPS loan has been or is being arranged, cancellation of the NLSPS loan will not be accepted.
- 12.2 Loan borrowers will be liable for the NLSPS loan disbursed and the interest accrued thereon and to repay the SFO the NLSPS loan so disbursed and the interest accrued thereon, plus any recovery costs incurred by the Government. Loan borrowers may in turn choose to make early repayment of the NLSPS loan. Please refer to paragraph 13.12 for details.

## 13. Loan Repayment & Electronic Demand Note and Notification

- 13.1 Loan borrowers are required to repay the NLSPS loan, which shall normally commence on 1 December of the year of graduation or when the course has officially ended, or lapse of six years from the first disbursement of the NLSPS loan, whichever is the earliest, until the NLSPS loan and interest accrued thereon are fully repaid. The first instalment of loan repayment will normally fall due on 1 January or 1 July (if opted for deferred activation of loan repayment) of the following year of graduation. If loan borrowers have not received 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.



13.2 With a view to facilitating better financial management of loan borrowers, loan borrowers who have obtained NLSPS loans and without any loan accounts repaying with quarterly repayment arrangement under other financial assistance / loan schemes administered by the SFO are required to repay the NLSPS loans and the interest accrued in full by monthly instalments. The NLSPS loan borrowed 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.

13.3 If loan borrowers:

- (a) cease to be registered full-time students of the locally-accredited course;
- (b) withdraw or are suspended from or cease or defer studies in the locally-accredited course;
- (c) transfer from the institution where loan borrowers have borrowed the NLSPS loans to another institution; or
- (d) have not completed the course for any reasons,

they are required to notify the SFO in writing **immediately** and repay the NLSPS 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 NLSPS interest rate per annum. The length of the Repayment Period, its commencement date, and any repayment arrangements shall be decided by the SFO.

13.4 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 repayment<sup>7</sup>. 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 notification seven days before each due date, they should contact the SFO immediately. Non-receipt of demand note does not exempt them 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 13.9 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 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 account 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 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”.

---

<sup>7</sup> In case loan borrowers have loan accounts repaying with quarterly repayment arrangement under different financial assistance / loan schemes administered by the SFO, the monthly repayment arrangement mentioned in paragraph 13.2 will not be applicable until further announcement by the SFO. Meanwhile, quarterly repayment arrangement will be applicable to all of their loan accounts under different financial assistance / loan schemes administered by the SFO.

- 13.5 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 NLSPS loan is 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.
- 13.6 The interest on the NLSPS loan borrowed shall be charged at the prevailing NLSPS interest rate once the NLSPS loan is drawn down until the NLSPS loan has been fully repaid. The NLSPS 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](https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLS_interest_and_Admin_fee.pdf)) for the prevailing NLSPS 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>).
- 13.7 Interest of each monthly instalment is the interest accrued for the month preceding the instalment due date calculated based on the prevailing NLSPS interest rate.
- 13.8 Each instalment (instalment loan principal and interest) shall not be less than HK\$100.
- 13.9 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.
- 13.10 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”.
- 13.11 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.
- 13.12 If loan borrowers wish to make early lump sum or partial repayment of the NLSPS 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 13.9 above.
- 13.12.1 For early lump sum repayment, the repayment amount shall include all outstanding principal, interest, overdue interest and administrative fee.
- 13.12.2 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 remaining study interest already accrued before commencement of repayment, whichever is greater.
- 13.12.3 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

- 13.12.4 Loan borrowers should take note of the charging arrangement of the administrative fee as set out in paragraph 4.2 above. Repayment of the NLSPS loan in a lump sum on or before 30 November can save the administrative fee for the ensuing AY.
- 13.12.5 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.
- 13.13 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.
- 13.14 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 arrangements. If loan borrowers intend to leave Hong Kong for a period longer than three months or to emigrate, they are obliged to notify the SFO immediately in writing. 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 their immediate repayment of all outstanding balance of the NLSPS loan, interest, overdue interest (if any), administrative fee (if any) and any recovery expenses.
- 13.15 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.
- 13.16 Loan borrowers and / or their indemnifiers are required to notify the SFO immediately in writing 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 the 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/nlsp/application/forms.htm>).
- 13.17 If after the indemnifier signed the “Deed of Indemnity”, the loan borrower is aware that:
- the indemnifier is deceased;
  - a bankruptcy petition is filed by or presented against the indemnifier or a bankruptcy order is made against the indemnifier;
  - the indemnifier applies for an IVA under the Bankruptcy Ordinance;
  - a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of the indemnifier’s assets;
  - the indemnifier is involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong);
  - there is any claim (whether inside or outside Hong Kong) against the indemnifier or any of his/her assets;
  - 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”,



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 NLSPS loan, interest, overdue interest (if any), administrative fee (if any) and any recovery expenses.

- 13.18 If any of the circumstances as set out in (b) to (h) of paragraph 13.17 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 NLSPS 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”.
- 13.19 In case of any breach of any of the terms and conditions of the NLSPS loan, or late repayment of any instalment due, the SFO has the power to demand loan borrowers and / or their indemnifiers to make immediate repayment of all outstanding balance of the NLSPS 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).

## 14. Deferment of Loan Repayment

- 14.1 If loan borrowers have difficulties in repaying the NLSPS 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 application is 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. 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. The application form concerned is available on the WFSFAA website (<https://www.wfsfaa.gov.hk/en/resources/loanrepayment/forms.htm>). 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.
- 14.2 Save for the circumstance specified in paragraph 14.3 below, interest will accrue 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 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 NLSPS 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.

- 14.3 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.

## 15. Handling of Personal Information

- 15.1 The personal data provided by applicants in the NLSPS loan application and loan documents as well as 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 / the 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")
    - (vi) Diploma Yi Jin Fee Reimbursement ("DYJFR") / Diploma of Applied Education Fee Reimbursement ("DAEFR")
    - (vii) Financial Assistance Scheme for Designated Evening Adult Education Courses ("FAEAEC")
    - (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 ("NLSPS")
    - (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 the 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 accounts 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 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.

- 15.2 The personal data of applicants and those of 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 15.1 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.
- 15.3 If necessary, the WFSFAA will contact the respective institutions, other relevant Government bureaux / departments and organisations to obtain any information of applicants for the purposes mentioned in paragraph 15.1 above. Applicants consent that the WFSFAA may inform schools / institutions of the result of the applications, including the loans offered / disbursed under the NLSPS.
- 15.4 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", the "Student, Indemnifier and Witness Details Input Forms", and any other documents as required by the WFSFAA for the purposes mentioned in paragraph 15.1 above.
- 15.5 In accordance with Sections 18 and 22 and Principle Six of Schedule One of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), applicants, their indemnifiers and 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", the "Student, Indemnifier and Witness Details Input Forms", and any other documents as required by the WFSFAA which is/are retained by the WFSFAA.
- 15.6 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 PCPD website ([https://www.pcpd.org.hk/english/data\\_privacy\\_law/code\\_of\\_practices/files/CCDCode\\_2013\\_e.pdf](https://www.pcpd.org.hk/english/data_privacy_law/code_of_practices/files/CCDCode_2013_e.pdf)).

- 15.7 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,  
General Administration Section,  
19/F, 181 Hoi Bun Road,  
Kwun Tong, Kowloon  
(Email: [aio@wfsfaa.gov.hk](mailto:aio@wfsfaa.gov.hk); Fax No.: 3897 1902)

## 16. Important Matters

- 16.1 **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, 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).**
- 16.2 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 \$500,000 and imprisonment for seven years.
- 16.3 The Government reserves the right to cancel, reduce or recover, in full or in part, any award of NLSPS loan that has been offered or is to be offered as the Government considers justified or when the Government discovers that incomplete or inaccurate information has been given in the application and/or loan documents. An applicant must make sure that the information provided in the application form, the "Declaration Form", the "Undertaking", the "Deed of Indemnity" and the "Student, Indemnifier and Witness Details Input Forms", including other required supporting documents to be submitted as mentioned in the "Notice of Offer of Loan", are TRUE, CORRECT and COMPLETE. **Legal action will also be taken against those suspected of obtaining or attempting to obtain money by deceit.**
- 16.4 Before full settlement of loans, should there be subsequent changes in loan borrowers' institution and / or course of study, tuition fee payable, their name, residential address, correspondence address, bank account number, residential phone number or other contact phone number that will affect their loan applications / disbursements / repayments, please notify the SFO in writing **immediately**. Please refer to paragraph 7.2 above for details. 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 lead to additional loan being drawn down and extra interest accrued therefrom.
- 16.5 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 (SFO303\_E). The relevant form is available on the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsp/s/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.


- 16.6 Successful applicants 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 NLSPS loan which has been made for the said course together with the interest accrued thereon.
- 16.7 **If applicants and / or their indemnifiers have any arrears of grant and / or loan and / or subsidy under any financial assistance / loan scheme administered by the WFSFAA, or they have 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 application 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 NLSPS 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.
- 16.8 Terms and conditions applicable to the NLSPS 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.


## 17. Review Mechanism






- 17.1 Unsuccessful applicants under the NLSPS 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.

## 18. Enquiries

18.1 For enquiries about the NLSPS, please contact the SFO:

 Non-means-tested Loan Scheme Section  
 Student Finance Office  
 Working Family and Student Financial Assistance Agency  
 Room 1204, 12/F, Cheung Sha Wan Government Offices  
 303 Cheung Sha Wan Road, Kowloon

 Office hours  
 Monday to Friday 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/sfo/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\\_sfo@wfsfaa.gov.hk](mailto:wg_sfo@wfsfaa.gov.hk)

Other enquiry telephone numbers:

Unit	Telephone Number (Office Hours)	Fax Number
NLSPS – Application Processing Unit	2150 6222	3101 1908
FASP – Application Processing Unit	2152 9000	2157 9520
NLSPS / FASP– Offer Calculation and Notification Unit	3755 3155	2157 9532
Counter Service Unit (for matters relating to submission of loan documents)	2152 9307	2111 0432
Payment Unit	3102 3027 / 3102 3026	2511 2657
Student Loan Unit (for matters relating to repayment)	2150 6211 / 2150 6212	3102 1257

## 19. Useful Links

19.1 Please obtain the information about the NLSPS, and forms and documents under the NLSPS through the following paths:

Website / Form / Document	Path
(i) The “MyGovHK” website	<a href="https://www.gov.hk/en/theme/mygovhk/">https://www.gov.hk/en/theme/mygovhk/</a>
(ii) The “SFO E-link – My Applications” website	<a href="https://ess.wfsfaa.gov.hk">https://ess.wfsfaa.gov.hk</a>
(iii) Online Demonstration of Submitting Online Application	<a href="https://ess.wfsfaa.gov.hk/demo/en/index.html">https://ess.wfsfaa.gov.hk/demo/en/index.html</a>
(iv) “Checklist of Supporting Documents”, “Application Form for Accepting the Remaining Loan Amount”, “Notification of Change of Applicant’s Personal Particulars”, “Notification of Change of Institution / Course Data”, “Notification of Change of Indemnifier’s Personal Particulars”, and “Notification of Change of Study Status” (Only applicable to student loan borrower whose loan(s) has been disbursed)	<a href="https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsp/application/forms.htm">https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsp/application/forms.htm</a>
(v) “Course Coding Sheet”	<a href="https://www.wfsfaa.gov.hk/sfo/en/postsecondary/fasp/general/coding.htm">https://www.wfsfaa.gov.hk/sfo/en/postsecondary/fasp/general/coding.htm</a>
(vi) Full set of Loan Documents (including “Notice of Offer of Loan”, “Undertaking”, “Deed of Indemnity”, and “Student, Indemnifier and Witness Details Input Forms (Forms A and B)”) )	<a href="https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/fasp/nlsploandocuments.pdf">https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/fasp/nlsploandocuments.pdf</a>
(vii) Current Interest Rate and Administrative Fee	<a href="https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLS_interest_and_Admin_fee.pdf">https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLS_interest_and_Admin_fee.pdf</a>
(viii) Current combined life-time loan limit under NLSFT and NLSPS	<a href="https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsp/general/loan_limit.htm">https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsp/general/loan_limit.htm</a>
(ix) Calculator	<a href="https://e-link.wfsfaa.gov.hk">https://e-link.wfsfaa.gov.hk</a>

19.2 Please retain a copy of the Guidance Notes for reference.