

特區政府根據免入息審查貸款計劃提供的貸款 2005/06 學年

學生接受貸款而簽立的承諾書

鑑於香港特別行政區政府(「特區政府」)同意按免入息審查貸款計劃下不時調整的當時利率批給本人港幣_____元貸款(「免入息審查貸款」),條件為本人於二〇〇五/〇六學年內必須是免入息審查貸款計劃所涵蓋的其中一間院校(「院校」)的註冊學生,並攻讀合資格的課程,

本人 _____ (_____), 香港身分證號碼為 _____ (_____),
[中文姓名(正楷)] [英文姓名(大寫)]

現居於 _____ (住址)

特此承諾按以下情況向特區政府全數償還欠款:

- (a) 本人須在畢業;或完成有關課程/科目;或取得足夠學分以完成有關課程;或從修讀香港公開大學的科目取得160學分;或自首次獲得與該課程有關的貸款日起計算六年後,以較早者為準,於十年內,均分為四十期(以一季為一期)全數償還免入息審查貸款,包括日後所有修訂,新增及附加的條文(如有的話)和累積利息;或
 - (b) 如於畢業前退學、終止學業、暫時停學或休學,或基於任何原因而未能完成有關課程/科目;或上文第一條所述本人所就讀院校基於任何原因未能提供有關課程/科目,本人須一次過全數清還整筆免入息審查貸款和利息;或按當時的免入息審查貸款計劃利率計算,分期攤還免入息審查貸款和利息全數。本人同意學生資助辦事處監督全權決定還款的年期及開始還款的日期。
2. 本人承諾,由本承諾書的生效日期起至全數償還免入息審查貸款及利息時止,本人會按時向特區政府繳付每年的行政費。
 3. 本人同意獲發放的免入息審查貸款將分期以支票形式發放給本人[抬頭寫上本人所就讀院校或其課程主辦者/本地代辦機構(如適用)的名稱],用來支付本人的學費,或直接存入本人的指定銀行帳戶。本人亦同意此筆發放給本人所就讀的院校或其課程主辦者/本地代辦機構(如適用)的免入息審查貸款將視為已借予給本人,及本人已領取該筆免入息審查貸款。
 4. 本人承諾,如任何一期還款逾期七天或以上,本人除須向特區政府清還該期欠款外,另須按下文第5段所訂的計算方式,償付特區政府因本人逾期還款而招致的任何利息損失及追討費用。任何逾期繳交的款項,均須依次序用以繳付尚欠的每年行政費、特區政府因本人逾期還款而招致的利息損失及追討費用、貸款利息、逾期未還的貸款以及特區政府所招致的任何其他費用。
 5. 本人同意,所有特區政府因本人逾期還款而招致的利息損失及追討費用,將會根據該一期或數期逾期還款的數額,由其到期日起至緊接其清償日之前一日為止,按各發鈔銀行在該一段或數段期間不時報出的最優惠貸款利率的平均數計算。
 6. 本人承諾,如本人在仍未全數償還免入息審查貸款和利息或其他欠款前,擬離開香港特別行政區(「香港」)超過三個月或移居外地,本人定必在離開香港前以書面方式通知學生資助辦事處監督,並就如何支付任何欠款以及如何償還尚餘的每季分期還款與學生資助辦事處監督達成協議。
 7. 本人承諾,於本人或彌償人的地址有任何更改時,立即以書面方式通知學生資助辦事處監督。
 8. 本人現特同意,學生資助辦事處可為向本人追討逾期欠款而向特區政府其他政策局、部門及本人所就讀院校或其課程主辦者/本地代辦機構(如適用),以查核本人的最新地址。
 9. 本人又承諾,如彌償人在簽署彌償契據後因任何原因無法履行彌償契據所規定的義務,或身故,或知悉任何與他/她有關的破產呈請、被法院頒布破產令、或申請「個人自願安排」、或知悉已有人就其任何或全部資產被委任為接管人、管理人、行政接管人、受託人或其他同類人員,或他/她牽涉於任何在香港或其他地方進行的訴訟、仲裁或行政法律程序之中,或有人針對他/她或其任何資產在香港或其他地方提出任何申索,本人須立即以書面方式通知學生資助辦事處監督。本人並承諾於上述情況出現時能提供候補彌償人的詳細資料。該候補彌償人如獲特區政府接納,即可代替原先的彌償人行事,並須立即就本承諾書全部尚欠的免入息審查貸款(包括日後所有修訂,新增及附加的條文(如有的話))和累積利息、每年行政費(如有的話)和累積利息、每年行政費(如有的話)、特區政府因本人逾期還款而招致的利息損失及追討費用(如有的話)、以及特區政府所招致的任何其他費用,簽立類似的彌償契據。
 10. 本人進一步承諾,如本人沒有遵行上述任何一項的規定,或在本人的免入息審查貸款申請書內發現有虛假或誤導性的陳述,又或本人違反免入息審查貸款的任何批給條件,或不依期支付任何一期還款,則儘管本文提及分期還款的安排,本人亦須立即全數清還尚欠的免入息審查貸款(包括日後所有修訂,新增及附加的條文(如有的話))和累積利息、每年行政費(如有的話)、特區政府因本人逾期還款而招致的利息損失及追討費用(如有的話)、以及特區政府所招致的任何其他費用。
 11. 本人同意於申請表上聲明本人是否已破產的人,及/或是否已經申請「個人自願安排」、及/或是否知悉針對本人的破產的法律程序正在進行(或等待舉行或可能提出)或任何人就本人的任何或全部資產被委任為接管人、管理人、行政接管人、受託人或其他同類人員。本人承諾倘若日後本人成為破產的人,及/或申請「個人自願安排」、及/或知悉針對本人的破產的法律程序正在進行(或等待舉行或可能提出)或任何人就本人的任何或全部資產被委任為接管人、管理人、行政接管人、受託人或其他同類人員,本人會立即以書面方式通知學生資助辦事處監督有關情況。
 12. 本人同意受「二〇〇五/〇六學年免入息審查貸款計劃申請指引」[SFAA 140(2005)](「申請指引」)所載的條款及條件約束,並同意學生資助辦事處可按照「申請指引」第一部分第 13.1 至 13.3 節使用及向有關各方披露本人所提供的個人資料。
 13. 本人明白,免入息審查貸款乃依據本人在申請表上所提供的資料而發給本人。本人承諾,如本人漏報或誤報資料,學生資助辦事處監督有權取消、削減或追討(全部或部分)已發給本人的免入息審查貸款。本人承諾,在特區政府要求時,本人會立即將多付給本人的免入息審查貸款額連利息,以及特區政府所招致的利息損失及追討費用、以及特區政府所招致的任何其他費用一次過全數退還特區政府。
 14. 如本人未能履行上述任何一項承諾,特區政府有權要求本人立即償還全部尚欠的免入息審查貸款(包括日後所有修訂,新增及附加的條文(如有的話))、貸款利息、每年行政費(如有的話)、特區政府因本人逾期還款而招致的利息損失及追討費用(如有的話)、以及特區政府所招致的任何其他費用。
 15. 本承諾書須受香港法律管限並須按照香港法律解釋。
 16. 當特區政府以書面通知本人的免入息審查貸款申請已獲批核時,本承諾書將即時生效。

本人在見證人面前簽署:

見證人姓名: _____ (_____)
[英文姓名(大寫)] [中文姓名(正楷)]

見證人香港永久性居民身分證號碼: _____

見證人簽署: _____

見證人住址: _____

見證人電話號碼(住宅): _____

聲明: 本人 _____ (見證人姓名(正楷))同意,學生資助辦事處可按照「申請指引」第一部份第13.1至 13.3節使用及向有關各方披露本人為本承諾書所提供的個人資料。

日期: _____
(此欄的日期須與學生簽署本承諾書的日期相同)

學生姓名: _____ (_____)
[英文姓名(大寫)] [中文姓名(正楷)]

學生簽署: _____

日期: _____
(學生簽署本承諾書的日期)

- 注意:**
1. 申請人須細閱「申請指引」。該份「申請指引」詳細列明貸款的條款及條件、彌償人和見證人的資格,以及償還貸款和延期償還貸款的資料。
 2. 本承諾書及彌償契據,須分別由申請人及彌償人在見證人面前填寫及簽署。**申請人及彌償人均不能充當見證人。**
 3. 請分別按照申請人和見證人身分證上所載的中文及英文姓名(如適用)填寫本承諾書。
 4. 本承諾書如有任何更改(包括附加、刪除及修改),均須由申請人或見證人(以合適者為準)以同樣的簽署核證。**不可使用塗改液作出任何修改。請刪去錯處及作出更正後,在旁邊簽署作實。**
 5. 見證人如使用圖章,必須在圖章旁加註符號「+」。
 6. **根據《刑事罪行條例》(香港法例第200章),任何人製造虛假文書,意圖由其本人或他人藉使用該文書而誘使另一人接受該文書為真文書,並因接受該文書為真文書而作出或不作某些作為,以致對該另一人或其他人不利,則該名首述的人即犯偽造的罪行,一經循公訴程序定罪,可處監禁14年。**

GOVERNMENT LOAN UNDER THE NON-MEANS TESTED LOAN SCHEME 2005/06

Undertaking to be Signed by a Student Receiving Loans

In consideration of the Government of the Hong Kong Special Administrative Region ('Government') providing me with a loan of Hong Kong \$..... at the prevailing Interest Rate for the Non-means Tested Loan Scheme ('NLS Loan') from time to time, subject to my being a registered student at an institution covered by the Non-means Tested Loan Scheme ('Institution') for the 2005/06 academic year for an eligible course, I

.....
(Name in English Block Capitals) (Name in Chinese Characters)

bearing a Hong Kong Identity Card No. of do hereby undertake to repay to the Government in full: (Residential Address)

- (a) the above NLS Loan, including all amendments, additions and supplements made thereto from time to time (if any) and interest in 40 equal instalments within ten years upon my graduation or after I have completed the relevant course(s) of studies or upon achievement of the requisite number of credits/modules for my course of study or upon achievement of 160 credits for the course I pursue in the Open University of Hong Kong or lapse of six years from the first disbursement of the loan, whichever is the earliest; OR
 - (b) in the case of my withdrawal from studies, cessation, suspension or deferment of studies before graduation from the Institution or non-completion of the course for whatever reasons(s), or the Institution fails to provide the relevant course for whatever reason(s), the NLS Loan, in one lump sum with interest, or by instalments with interest at the prevailing Interest Rate for the Non-means Tested Loan Scheme. I accept that the Controller, Student Financial Assistance Agency (C, SFAA) shall have the sole discretion to decide the length of the loan repayment period and its commencement date.
2. I undertake to pay to the Government the annual administrative fee from time to time hereafter until the NLS Loan and interest thereon are fully repaid.
 3. I agree that the NLS Loan provided to me may be paid by instalment(s) by cheque made payable to the Institution or its operator/local agency (if applicable) to settle my tuition fee payment(s) or by direct credit to my designated bank account. I also agree that the NLS Loan paid to the Institution or its operator/local agency (if applicable) shall be deemed to have been borrowed and received by me.
 4. I undertake that if the repayment of any instalment is delayed by 7 days or more, I will repay to the Government the amount of the overdue instalment together with any interest loss and recovery costs incurred by the Government due to the late repayment(s), calculation of which is stated in paragraph 5 below. The repayment of any monies after an instalment has been delayed shall be applied firstly to the payment of the outstanding annual administrative fee(s), secondly to the payment of interest loss and recovery costs incurred by the Government due to my late repayment(s) (if any) under this Undertaking, thirdly to the payment of interest and finally to the payment of the overdue NLS Loan and any other costs incurred by the Government.
 5. I accept that the interest loss and recovery costs incurred by the Government due to late repayment(s) shall be calculated by applying a rate equal to the average of the best lending rates quoted by the note-issuing banks from time to time on the overdue instalment(s) for the period(s) from the due date(s) of the relevant instalment(s) up to the date(s) immediately preceding the settlement date(s) of the overdue instalment(s).
 6. I undertake, if I leave the Hong Kong Special Administrative Region ('Hong Kong') for a period longer than three months or to emigrate before I have fully repaid the loan and interest and any outstanding amount(s), to notify the C, SFAA in writing to agree on how any outstanding repayment(s) will be made and how the remaining quarterly repayment instalment(s) will be settled before leaving Hong Kong.
 7. I undertake to notify the C, SFAA forthwith of the change of any address of myself or my Indemnifier.
 8. I hereby give my consent to Student Financial Assistance Agency ('the Agency') to check with other Government bureaux and departments and the Institution or its operator/local agency (if applicable) my updated address for the purpose of recovering the overdue amount from me.
 9. I also undertake to write to the C, SFAA immediately if for any reasons my Indemnifier becomes incapable of fulfilling the obligations required under the Deed of Indemnity; or deceases; or if I am aware that a bankruptcy petition is presented against him/her or a bankruptcy order is made against him/her, or my Indemnifier applies for "Individual Voluntary Arrangement" (IVA); or if I am aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of my Indemnifier's assets; or my Indemnifier is 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 after he/she signs the Deed of Indemnity. I further undertake to provide full particulars of an alternate Indemnifier upon occurrence of any of the above circumstances. The alternate Indemnifier, if accepted by the Government, shall act in substitution and shall execute similar Deed of Indemnity without delay for all outstanding NLS Loan owed by me to the Government (including all amendments, additions and supplements made thereto from time to time (if any)) and the interest accrued thereon, outstanding annual administrative fee(s) (if any), interest loss and recovery costs incurred by the Government due to the late repayment(s) (if any) under this Undertaking, and any other costs incurred by the Government.
 10. I further undertake that should I fail to comply with the above mentioned, or if any statement made in my application for NLS Loan is found to be false or should there be any breach of any of the conditions of the NLS Loan or a failure to pay any instalment on the due date, I shall be liable to repay immediately the full amount of outstanding NLS Loan owed by me to the Government (including all amendments, additions and supplements made thereto from time to time (if any)) and the interest accrued thereon, outstanding annual administrative fee(s) (if any), interest loss and recovery costs incurred by the Government due to the late repayment(s) (if any) under this Undertaking, and any other costs incurred by the Government, notwithstanding any reference to repayments by instalments.
 11. I agree to reveal by declaring in the application form that I am/am not bankrupt; and/or have/have not applied for IVA; and/or am/am not aware that legal proceeding(s) has/have been started (or are pending or being threatened) against me for my bankruptcy or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of my assets and undertake to notify the C, SFAA in writing immediately if subsequently a bankruptcy petition is filed by me or presented against me or a bankruptcy order is made against me or I have applied/am applying for IVA or I am aware that legal proceeding(s) has/have been started (or are pending or being threatened) against me for my bankruptcy or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of my assets.
 12. I agree to be bound by the terms and conditions applicable to the NLS Loan as set out in the Application Guidance Notes of the Non-means Tested Loan Scheme for the 2005/06 Academic Year [SFAA 140(2005)] ('Guidance Notes') and I agree that the personal data provided by me can be used and disclosed to the relevant parties by the Agency in accordance with paragraphs 13.1 to 13.3 in Part I of the Guidance Notes.
 13. I understand that the NLS Loan is provided to me based on the information I provided in the application form. I acknowledge that if I have provided incomplete or inaccurate information, the C, SFAA has the right to cancel, reduce or recover, in full or in part, the NLS Loan provided to me. I undertake to return to the Government immediately upon demand in one lump sum the overpaid amount of NLS Loan provided to me together with interest and any recovery costs incurred by the Government, if any, and any other costs incurred by the Government.
 14. Should I fail to comply with any of the undertakings stated above, the Government shall have the right to demand from me immediate repayment of the outstanding NLS Loan owed by me to the Government (including all amendments, additions and supplements made thereto from time to time (if any)) and the interest accrued thereon, outstanding annual administrative fee(s) (if any) and any interest loss and recovery costs incurred by the Government due to the late repayment(s) (if any) under this Undertaking, and any other costs incurred by the Government.
 15. This Undertaking shall be governed by and construed in accordance with the Laws of Hong Kong.
 16. This Undertaking shall take effect upon my application for NLS Loan being approved. The effective date of the Undertaking shall be the date on which the Government notifies me in writing that my application is approved.

Signed in the presence of:
Witness -
(Name in Block Capitals) (Name in Chinese Characters)

Name:
(Name of Student in Block Capitals) (Name in Chinese Characters)

Hong Kong Permanent Identity Card No.:
(Witness)

Signature:
(Student)

Signature:
(Witness)

Date:
(Date on which the Student signs this Undertaking)

Residential Address:
.....
.....
(Witness)

- Note:
1. Applicant should refer to the Guidance Notes which sets out in detail the terms and conditions of loan, the qualifications of indemnifier and witness and the repayment and deferment of loan.
 2. This Undertaking and Deed of Indemnity should be completed and signed respectively by the Applicant and the Indemnifier in the presence of a Witness. **Neither the applicant nor the Indemnifier can act as a Witness.**
 3. Please fill in the names of the Applicant and the Witness in Chinese and English (if applicable) as recorded in the respective Hong Kong Identity Cards.
 4. Any amendments to this Undertaking (including addition, deletion and alteration) must be certified by the Applicant or the Witness, whoever is appropriate, using the same signature(s). **Correction fluid is strictly prohibited as a means of amendment. Please cross out and sign against the amendments.**
 5. Should the Witness use a name chop, he/she should mark a "+" next to the chop.
 6. **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 the offence of forgery and is liable on conviction on indictment to imprisonment for 14 years under the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong).**

Telephone Nos. (Residential):
(Witness)

Declaration: I agree that the personal data provided by
(Name of Witness)
me in connection with this Undertaking can be used and disclosed to the relevant parties by the Student Financial Assistance Agency in accordance with paragraphs 13.1 to 13.3 in Part I of the Guidance Notes.

Date:
(Date should be the same as the date on which the Student signed this Undertaking)