

彌 償 契 據

SFAA 143(2005)

DEED OF INDEMNITY

UNDER THE NON-MEANS TESTED LOAN SCHEME 2005/06

THIS DEED OF INDEMNITY is made the day of(month).....(year) BETWEEN
 Mr./Miss/Ms.*
 (Date on which the Indemnifier signs this Deed)
 (Name of Indemnifier in Block Capitals) (Name of Indemnifier in Chinese Characters)
 bearing a Hong Kong Permanent Identity Card No..... of
 (Residential Address)
 (Indemnifier) of the one part, and the Government of the Hong Kong Special Administrative Region
 ('Government') of the other part.

WHEREAS Mr./Ms./Miss*.....('Student') bearing a Hong Kong Identity Card No.
 (Name of Student in Block Capitals)
 has applied to the Government for a loan of HK\$under the Non-means Tested Loan Scheme ('NLS Loan') at the prevailing Interest Rate for the Non-means Tested
 Loan Scheme from time to time in accordance with the terms and conditions set out in the Undertaking that signed by the Student on
 the day of(month).....(year) ('Undertaking').
 (Date on which the Student signed the Undertaking)

NOW THIS DEED WITNESSETH that, in consideration of the NLS Loan and in pursuance of the Undertaking, including all amendments, additions and supplements made thereto from time to
 time, the Indemnifier hereby covenants with the Government that he/she will indemnify and keep indemnified the Government against any loss, cost and expense resulting from or arising out of the NLS
 Loan, and that he/she will pay to the Government on demand the amount of such loss, not being more than the full amount of outstanding annual administrative fee(s), the outstanding NLS Loan together
 with interest and any interest loss and recovery costs incurred by the Government due to the late repayment(s), if any, and any other costs incurred by the Government in one lump sum (notwithstanding any
 reference in the Undertaking to repayments by instalments), whether or not at the time of demand the Government shall have exercised any remedies available against the Student.

The Indemnifier agrees that the personal data provided by him/her in connection with the Deed of Indemnity can be disclosed to the relevant parties and used by the Student Financial Assistance
 Agency in accordance with paragraphs 13.1 to 13.3 in Part I as set out in the Guidance Notes.

The Indemnifier also agrees to inform the Controller, Student Financial Assistance Agency (C, SFAA) of his/her new address in writing if he/she moves from the above given address or from any
 other address or if he/she intends to leave Hong Kong Special Administrative Region ('Hong Kong') for a period longer than three months or to emigrate.

The Indemnifier declares that he/she is not an undischarged bankrupt and is not aware that there is any bankruptcy petition presented against him/her and he/she has not applied/is not applying for
 "Individual Voluntary Arrangement" ('IVA'), and no receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his/her assets, and he/she is not involved in
 any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) and no claim (whether inside or outside Hong Kong) is presently in progress or pending or threatened
 against him/her or any of his/her assets as at the date of this Deed.

The Indemnifier also agrees to inform the C, SFAA in writing immediately if he/she is aware that a bankruptcy petition is presented against him/her or a bankruptcy order is made against him/her;
 or he/she applies for IVA; or he/she is aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his/her assets; or if he/she is involved in any
 litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or if there is any claim (whether inside or outside Hong Kong) against him/her or any of his/her assets after he/she
 signs this Deed.

This Deed shall extend to any variation of or amendment to the Undertaking and to any agreement supplemental thereto agreed between the Government and the Student, and for the avoidance
 of doubt, the Indemnifier hereby authorizes the Government and the Student to make any such amendment, variation or supplemental agreement.

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 (as defined in the Undertaking) which offers the course (eligible under the NLS) pursued or intended to be pursued by the Student; or
- (b) an operator or local agency (if applicable) of (a) above; or
- (c) any of the respective holding companies or subsidiaries of (a) or (b) above.

For the purpose of this Deed, "holding company" and "subsidiary" shall have the respective meanings attributed to such terms under section 2 of the Companies Ordinance (Chapter 32 of the Laws of Hong
 Kong).

The Indemnifier also confirms that he/she has read the contents of this Deed and is satisfied that he/she fully understands its contents and effect before executing this Deed.

This Deed shall take effect upon the Undertaking taking effect in accordance with Clause 16 of the Undertaking and shall have the same effective date as the Undertaking.

This Deed shall be governed by and construed in accordance with the Laws of Hong Kong.

SIGNED, SEALED AND DELIVERED by (Name of Indemnifier in Block Capitals) Hong Kong Permanent Identity Card No. (Indemnifier) Signature (Indemnifier) Occupation and Position (Indemnifier) Company Name (Indemnifier) Company Address (Indemnifier) Residential Address (Indemnifier) Telephone Nos. (Residential) (Office) (Indemnifier) Date (Date on which the Indemnifier signs this Deed)	In the presence of (Name of Witness in Block Capitals) (Name in Chinese Characters) Hong Kong Permanent Identity Card No. (Witness) Signature (Witness) Residential Address (Witness) Telephone No. (Residential) (Witness) Declaration: I agree that the personal data (Name of Witness in Block Capitals) provided by me in connection with this Deed of Indemnity can be disclosed to the relevant parties and used 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 Indemnifier signed this Deed)
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- NOTE:**
- The Deed of Indemnity should be completed and signed by the Indemnifier in the presence of a Witness. **Neither the Student nor the Indemnifier can act as a Witness.** Also, the Student is not acceptable to act as the Indemnifier for his / her own application.
 - Please fill in the names of the Student, the Indemnifier and the Witness in Chinese and English (if applicable) as recorded in the respective Hong Kong Identity Cards.
 - Any amendments to this Deed of Indemnity (including addition, deletion and alteration) must be certified by the Indemnifier 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.**
 - Indemnifier should read the 'Guidance Notes' which set out in details the conditions of loan, the qualifications of Indemnifier and Witness and the repayment and deferment of loan.
 - Should the Indemnifier/Witness use name chop, he/she should mark a '+' next to the chop.
 - 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).

* Please delete whichever is not applicable.