

# 免入息審查貸款計劃 2005/06 學年

## 彌償契據

本彌償契據在 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日訂立。立契據的一方為 \_\_\_\_\_ [彌償人中文姓名(正楷)]  
(彌償人簽署本契據的日期)

先生 / 女士 / 小姐 \* ( \_\_\_\_\_ ) (「彌償人」)，香港永久性居民身分證號碼為 \_\_\_\_\_ (\_\_\_\_\_)，  
[彌償人英文姓名(大寫)]

現居於 \_\_\_\_\_ : 另一方為香港特別行政區政府(「特區政府」)。

(住址)

事緣 \_\_\_\_\_ 先生/小姐/女士\*(「學生」)，香港身分證號碼為 \_\_\_\_\_ (\_\_\_\_\_)，已根據他／她於  
[學生姓名(正楷)]

年 \_\_\_\_\_ 月 \_\_\_\_\_ 日所簽署的承諾書內列明的條文，向特區政府申請免入息審查貸款計劃，貸款額為港幣 \_\_\_\_\_ 元  
(學生簽署承諾書的日期)

(「免入息審查貸款」)，利息按免入息審查貸款計劃下不時調整的當時利率計算。

雙方現訂立本契據如下：鑑於免入息審查貸款的批給，並依據承諾書的規定，包括日後所有修訂、新增及附加的條文，彌償人現特向特區政府作出契諾：特區政府如招致任何因免入息審查貸款所導致或由免入息審查貸款所引起的損失、費用及開支，他／她會向特區政府作出彌償，並使特區政府持續得到彌償；而在特區政府提出要求時，儘管承諾書提及分期還款的安排，又不論特區政府在提出要求時曾否針對學生採取其他可行的補救辦法，他／她亦會立即一次過向特區政府支付該項損失的款額，但不多於全部尚欠的每年行政費、尚欠的免入息審查貸款連利息及特區政府因學生逾期還款而招致的任何利息損失及任何追討費用及開支，以及特區政府所招致的任何其他費用。

彌償人同意，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他／她為本彌償契據所提供的個人資料。

彌償人亦同意如他／她從上述地址或任何其他地址遷往新地址或擬離開香港特別行政區(「香港」)超過三個月或移居外地，他／她會立即以書面方式通知學生資助辦事處監督其新地址。

彌償人聲明在簽立本契據時，他／她並不是未獲解除破產人身分的人士，他／她不知悉任何與他／她有關的破產呈請，以及他／她並非已經／正在申請「個人自願安排」，也沒有任何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；此外，他／她現時並未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，而現時亦沒有任何正在香港或其他地方進行、待決或可能提出的申索是針對他／她或其任何資產而提出的。

彌償人亦同意，如他／她於簽立本契據後，知悉任何與他／她有關的破產呈請或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，他／她會立即以書面方式通知學生資助辦事處監督有關情況。

本契據的效力延伸至承諾書的任何更改或修訂，並延伸至特區政府與學生同意的任何附加於承諾書的協議，而為免生疑問，彌償人現特許特區政府與學生作出該等修訂或更改，或訂立該等附加協議。

彌償人確認他／她並非任何下列人士或團體(不論屬法團或非法團的)的董事、高級人員或僱員：

- (一) 提供申請人所攻讀或擬攻讀的並符合免入息審查貸款計劃的課程的院校；或
- (二) 上述第(一)項的課程主辦者或本地代辦機構(如適用)；或
- (三) 上述第(一)項或(二)項的任何各別的控股公司或附屬公司。

就本契據而言，「控股公司」或「附屬公司」的釋義將根據《公司條例》(香港法例第32章)第2條所分別給予上述詞語的涵義而解釋。

彌償人確認他／她在簽立本契據前已閱悉本契據的內容，並確信自己完全明白本契據的內容及效力。

本契據將與承諾書內第16段所述的日期同時生效。

本契據須受香港法律管限，並須按照香港法律解釋。

### 本契據現由彌償人在見證人面前簽署、蓋印及交付作實。

彌償人姓名：

[中文姓名(正楷)]

見證人姓名： \_\_\_\_\_ (\_\_\_\_\_)

[英文姓名(大寫)]

[中文姓名(正楷)]

彌償人香港永久性居民身分證號碼：

見證人香港永久性居民身分證號碼： \_\_\_\_\_ (\_\_\_\_\_)

彌償人簽署：

見證人簽署：

彌償人職業及職位：

見證人住址：

彌償人公司名稱：

\_\_\_\_\_

彌償人公司地址：

見證人電話號碼(住宅)：

彌償人住址：

\_\_\_\_\_

彌償人電話號碼：

(住宅)

\_\_\_\_\_

(公司)

\_\_\_\_\_

日期：

日期：

(彌償人簽署本契據的日期)

(所填日期應與彌償人簽署本契據的日期相同)

- 注意：**
1. 本彌償契據須由彌償人在見證人面前填寫及簽署。**學生及彌償人均不能充當見證人**。學生本人亦**不能**為自己的貸款申請作彌償人。
  2. 請分別按照學生、彌償人及見證人香港身分證上所顯示的中文及英文姓名(如適用)填寫本彌償契據。
  3. 本彌償契據如有任何修改(包括附加、刪除及修改)，必須由彌償人或見證人(視何者適當而定)以同樣的簽署核證。**絕對不得使用塗改液作出修改。請直接刪去錯處及作出更正後，在旁邊簽署作實**。
  4. 彌償人應細閱「申請指引」內所載有關貸款的批給條件，彌償人及見證人的資格以及償還貸款和延期償還貸款等條文。
  5. 彌償人/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。

\* 請刪去不適用者。

**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.\* ..... (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 fees(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) (Indemnifier)

..... (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)

- NOTE:**
1. 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.
  2. 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.
  3. 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.**
  4. 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.
  5. Should the Indemnifier/Witness use 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).**

\* Please delete whichever is not applicable.