

1. In consideration of the Government of the Hong Kong Special Administrative Region ("Government") agreeing to offer me a loan in the sum as specified below ("Loan") under the ENLS with interest payable thereon to accrue at the prevailing Interest Rate for ENLS per annum, subject to me being a student pursuing an eligible course ("Course") covered by the ENLS for the 2024/25 academic year, I, the undersigned (hereinafter also referred to as "I" or "Student"), do hereby undertake to repay the Government in full the Loan and the aforesaid interest accruing thereon in 15 years ("Repayment Period") by 180 equal monthly instalments; or in a shorter Repayment Period by equal monthly instalments as agreed by the Student Finance Office ("SFO") under the Working Family and Student Financial Assistance Agency ("WFSFAA"). Whereas if as determined appropriate by the SFO, I undertake to repay the Government in full the Loan and the aforesaid interest accruing thereon within the Repayment Period by equal quarterly instalments. The Repayment Period shall commence upon my graduation, or after the Course has officially ended, or upon achievement of the requisite number of credits/modules for my Course of study, or upon achievement of the required credits for completion of the Course I pursue in the Hong Kong Metropolitan University, or upon lapse of six years from the first disbursement of the ENLS Loan for the Course, whichever is the earliest. The interest shall accrue on the Loan as soon as the Loan has been disbursed until the Loan and interest accrued thereon are fully repaid. I also undertake to notify the SFO in writing immediately if I have not received the "Notice of Commencement of Repayment" or "Demand of Repayment" from the SFO within six months after any of the aforesaid situations as mentioned in this Clause 1.
2. Notwithstanding Clause 1 above, in the case of my withdrawal from/cessation/suspension/deferment of study/transfer to another institution/course before graduation from the institution; or non-completion of the Course for whatever reasons; or the institution fails to provide the relevant Course for whatever reasons; or I am no longer the eligible student of the institution/programme concerned for whatever reasons, I hereby undertake to notify the SFO in writing immediately and repay the Loan in a lump sum or by equal instalments as determined by the SFO; and if by instalment over a revised Repayment Period as determined by the SFO, also the interest accrued at the prevailing Interest Rate for ENLS per annum as soon as the Loan has been disbursed until the Loan and interest accrued are fully repaid. I accept that under any of the aforesaid situations as mentioned in this Clause 2, the SFO shall have the sole discretion to decide the commencement date of repayment of the Loan (if it is to be repaid in a lump sum), or the revised Repayment Period for the Loan (if it and its interest accrued are to be repaid by instalments) and the amount of each such instalment, and other applicable repayment arrangements.
3. I undertake to pay the administrative fee chargeable upon submission of my application for the Loan and annually thereafter until the full repayment of the Loan plus interest accrued in accordance with the ENLS Guidance Notes for the 2024/25 Academic Year [ENLS 140(2024)] ("Guidance Notes").
4. I agree that the proceeds of the Loan provided to me may be disbursed directly by instalment(s) by cheque made payable to the institution or its operator/local agency (if applicable) to settle my tuition fee(s) for the Course or by direct credit to my designated bank account (loan payment methods shall be decided by the SFO). I also agree that Loan(s) disbursed to the institution or its operator/local agency (if applicable) on my behalf shall be deemed to have been borrowed and received by me.
5. I undertake that if I concurrently receive any financial assistance (i.e. grant and/or loan) provided by the Government under the Financial Assistance Scheme for Post-secondary Students ("FASP") for the Course ("FASP Financial Assistance"), I shall be liable to repay the Government such part of the Loan under the ENLS which is equal to the difference between (a) the amount of the Loan (as referred to in Clause 1 above) disbursed plus the actual amount of the FASP Financial Assistance provided to me and (b) the maximum amount of financial assistance as set by the SFO under the ENLS and FASP for the Course (provided that the amount of (a) is higher than the amount of (b)) ("Overpaid ENLS Loan"). I agree that the amount of Overpaid ENLS Loan shall be offset through deduction of the same amount from the FASP Financial Assistance in the order firstly from the FASP grant portion of the FASP Financial Assistance, and if the grant portion is insufficient to fully offset the Overpaid ENLS Loan, the balance of the Overpaid ENLS Loan will be offset by deducting from the loan portion of the FASP Financial Assistance. The loan portion of the FASP Financial Assistance applied to offset the ENLS Loan will be deemed to have been borrowed by me 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. The effective date of offsetting will be the date of notification by the SFO of my FASP results. Interest already accrued (i.e. chargeable from the first drawdown date of the ENLS Loan to the date of offsetting) on the Overpaid ENLS Loan remains payable by me in accordance with the terms and conditions set out in this "Undertaking". My obligations in relation to the remaining amount of the Loan disbursed to me pursuant to this "Undertaking" after the aforesaid offsetting (if any) shall remain unchanged and shall continue according to the terms and conditions as set out herein, including the terms and conditions be subsequently amended and supplemented at any time by the SFO.
6. I undertake to indemnify the Government against any loss, cost and expense which the Government may incur in relation to, resulting from or arising out of my failure to comply with or observe any terms or conditions of this "Undertaking".
7. I undertake that if I fail to repay the Loan or interest or any part thereof or the administrative fee when it becomes due, I shall pay overdue interest on the overdue amount at a rate equal to the average of the best lending rates announced by the note-issuing banks in the Hong Kong Special Administrative Region ("Hong Kong") from time to time to accrue over the period from the due date to the day preceding the date of actual repayment by me of the overdue amount. Any partial repayment made by me 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 (including legal costs and related expenses in the course of legal recovery actions) incurred by the Government for the recovery of the overdue amount and enforcement of this "Undertaking" and the "Deed of Indemnity" ("Expenses").
8. I undertake that if I plan to leave Hong Kong temporarily, I am required to make prior repayment arrangement. I am obliged to notify the SFO in writing immediately if I intend to leave Hong Kong for a period longer than three months or to emigrate. Upon receipt of such notification, unless the SFO has otherwise come to an agreement with me concerning the repayment arrangement or unless the SFO is satisfied that I shall be able to continue to repay the Loan based on the original repayment schedule, the SFO could demand my immediate repayment of all outstanding balance of the Loan, interest, overdue interest (if any), administrative fee (if any) and Expenses.
9. I undertake that I am obliged to notify the SFO in writing immediately of any change of my and/or my Indemnifier's correspondence / residential address or other contact information, including mobile phone number, email address or fax number. I acknowledge that the SFO accepts no responsibility for any loss, charge or expense caused by my failure to serve timely notification of such change.
10. I hereby give my consent to the SFO to check with other Government bureaux and departments and the institution my updated address or any of my other personal data for the purpose of recovering the Loan or any other overdue amount from me or for other purposes as stated in the Guidance Notes. I agree that the personal data provided by me can be used by the SFO and disclosed to the relevant parties as specified in the Guidance Notes by the SFO; and give consent to the SFO to request from these relevant parties for my personal data.
11. I undertake that I am obliged to notify the SFO in writing immediately if a bankruptcy petition is filed by or presented against me or a bankruptcy order is made against me; or I have applied/am applying for an Individual Voluntary Arrangement ("IVA") under the Bankruptcy Ordinance; or a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of my assets. I agree that the SFO has the right to require me to submit supplementary documents/information as and when necessary. The final decision on the Loan in relation to my ENLS application will rest with the SFO solely.
12. If after my Indemnifier signed the "Deed of Indemnity", I am aware that my Indemnifier is deceased; or a bankruptcy petition is filed by or presented against my Indemnifier or a bankruptcy order is made against my Indemnifier; or my Indemnifier has applied/is applying for an IVA under the Bankruptcy Ordinance; or 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 there is any claim (whether inside or outside Hong Kong) against my Indemnifier or any of his/her assets; or my Indemnifier intends to leave/has left Hong Kong for a period longer than three months or to emigrate; or my Indemnifier for other reasons becomes incapable of fulfilling the obligations under the "Deed of Indemnity", I undertake to 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 me to make immediate repayment of all outstanding balance of the Loan, interest, overdue interest (if any), administrative fee (if any) and Expenses.
13. I agree that the terms and conditions set out in the Guidance Notes, including the terms and conditions subsequently amended and supplemented at any time by the SFO shall be deemed incorporated herein and form part of the terms and conditions in this "Undertaking" and I agree to be bound by them. In the event of any inconsistency between the two documents, this "Undertaking" shall prevail.
- 14.1 I agree that the Government may apply any fee reimbursement granted to me under the Continuing Education Fund for attending a reimbursable course to offset any amount payable/repayable by me to the Government in accordance with the terms and conditions of the ENLS Loan as stated in the Guidance Notes.
- 14.2 I agree that the Government may apply any tuition fee reimbursement granted for my studies under the Diploma of Applied Education ("DAE")/Diploma Yi Jin ("DYJ")/ Financial Assistance Scheme for Designated Evening Adult Education Courses ("FAEAE") programme, to offset any amount payable/repayable by me to the Government in accordance with the terms and conditions of the ENLS Loan for the DAE / DYJ / FAEAE programme as stated in the Guidance Notes.
- 14.3 I understand that Clauses 14.1 and 14.2 above are applicable to me regardless of whether a deferred repayment of the ENLS Loan is granted to me.
- 14.4 I agree that the Government may disclose my relevant ENLS loan information to my institution and the applicant(s) of tuition fee reimbursement for my studies of the DAE / DYJ / FAEAE programme for the purpose of the direct offsetting arrangement mentioned in Clause 14.2 above.
15. I agree that the SFO has the power to consolidate all loans granted to me under the ENLS in relation to the Course or any other course, and after such consolidation, references to "Loan" in this "Undertaking" shall mean the Loan as consolidated by the SFO and all terms and conditions set out herein shall apply to the Loan as consolidated. In the event that different Indemnifiers have executed "Deed of Indemnity" in relation to different parts of the Loan (i.e. the Loan after consolidation), and if any amount received by the SFO from me in relation to the Loan is insufficient to cover any sum due and payable, without prejudice to the order of priority specified in Clause 7 above, the SFO shall have the power to determine how such amount should be apportioned in respect of the different portions of the Loan as guaranteed by each such Indemnifier and the interest, overdue interest (if any), administrative fee (if any) and Expenses.

16. I understand and agree that should I fail to comply with or observe any terms or conditions of this "Undertaking", or if any statement made in my application for the Loan is found to be false or incomplete or misleading or if I fail to repay the Loan or interest or overdue interest (if any) or administrative fee (if any) or any part thereof when due, the Government has the power to demand me to make immediate repayment of all outstanding balance of the Loan, interest, overdue interest (if any), administrative fee (if any) and Expenses. The SFO has the power to withhold the consideration and processing of my 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 me and/or my Indemnifier(s) to make immediate repayment of all outstanding amount of loan(s), interest (if any), overdue interest (if any), surcharge (if any), administrative fee (if any) and Expenses in relation to loan(s) taken up by me for study of other course(s), regardless of whether or not such loan(s) have already become due for repayment under the terms of such loan(s).

17. I agree that the SFO has the sole discretion to give notice or demand to me through Internet online platform(s). When applying for an ENLS loan, I undertake to register with the Internet online platform(s) by creating such account and subscribing to such service as stipulated by the SFO in order to receive electronic notices and demands from the SFO on such platform(s) including demands of each monthly instalment or any overdue portion of the Loan or interest. I understand and agree that my failure to visit the Internet online platform(s) to receive any notice or demand does not exempt me from my obligation to repay the Loan and interest or any part thereof in accordance with the repayment arrangement stipulated by the SFO pursuant to Clause 1 or 2 above.

18. Any notice or demand to be given under this "Undertaking" in writing shall be deemed to have been duly given to me: if sent by mail or by hand to my correspondence / residential address; or by fax to my fax number; or by SMS to my mobile phone number; or by email to my email address (each of which address or number as last provided to the SFO or as last revised by no less than ten working days' written notice). In addition, any notice and/or demand given in electronic form via the Internet online platform(s) in the manner as mentioned in Clause 17 above shall be deemed to have been duly received by me as soon as it is available to me for viewing, printing or downloading on the Internet online platform(s), regardless of whether I have actually accessed the electronic demand notes and/or notifications and whether I have actually noticed the availability of those electronic demand notes and/or notifications. I further agree that any notice and/or demand available to me via Internet online platform(s) shall not be denied its validity on the ground that it is an electronic notice and/or demand.

19. A certificate, notice or letter issued by the SFO as to the amount of the outstanding balance of the Loan, interest, overdue interest and/or administrative fee from time to time shall be conclusive evidence against me for all purposes.

20. The Government's rights under this "Undertaking" may be exercised as often as the Government deems fit. Exercising or failing to exercise a right under this "Undertaking" shall not prevent the Government from exercising any other right under this "Undertaking". Exercising part of a right under this "Undertaking" shall not prevent the Government from subsequently exercising that right to the fullest extent. A delay in exercising or the non-exercise of a right under this "Undertaking" shall not prevent the Government from exercising that right subsequently. The Government's rights under this "Undertaking" shall be in addition to other rights which the Government may have under the law.

21. If at any time, any provision of this "Undertaking" is or becomes invalid, illegal or unenforceable under the law of any jurisdiction, this shall not affect its validity, legality or enforceability under the law of any other jurisdiction nor the validity, legality or enforceability of any other provision of this "Undertaking".

22. I may not terminate this "Undertaking" until and unless all the Loan, interest, overdue interest, administrative fee, and Expenses have been fully repaid.

23. This "Undertaking" shall be governed by and construed in accordance with the Laws of Hong Kong. I agree that the courts of Hong Kong shall have jurisdiction over any dispute arising from or in connection with this "Undertaking" but the Government may also bring proceedings in any jurisdiction where I or my assets may be located.

24. I hereby confirm that this "Undertaking" as executed by me was either obtained from the SFO offices or downloaded from the WFSFAA website without any modification whatsoever to the original text. This "Undertaking" is available in Chinese and English languages. I have chosen the English language version for execution and in the event of any inconsistency between the two language versions, the English language version shall prevail.

25. I confirm that I have read the contents of this "Undertaking" in 2 pages and I am satisfied that I fully understand its contents and effect before executing this "Undertaking". I declare that the information provided in this "Undertaking" and in the ENLS application form, including other required supporting documents submitted, is true, correct and complete.

26. This "Undertaking" shall take effect upon my application for ENLS 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.

This "Undertaking" is signed on the 1 day of August (month) 2024 (year).

<p>Signed by:</p> <p style="text-align: center;">CHAN SIU MAN</p> <p>Name: _____ <i>(Name of Student in Block Capitals)</i> <i>(Please write the name in the same order as recorded in your Hong Kong Identity Card.)</i></p> <p style="text-align: center;">陳小文</p> <p>_____ <i>(Name of Student in Chinese Characters) (if applicable)</i></p> <p>Hong Kong Identity Card No.: <u>Z123456</u> (<u>A</u>)</p> <p style="text-align: center;"><i>(Student)</i></p> <p>Amount of Loan: HK\$ <u>48,000</u></p> <p>Signature: _____ <i>(Student)</i></p>	<p>In the presence of Witness:</p> <p style="text-align: center;">CHAN TAI MAN</p> <p>Name: _____ <i>(Name of Witness in Block Capitals)</i> <i>(Please write the name in the same order as recorded in your Hong Kong Identity Card.)</i></p> <p style="text-align: center;">陳大文</p> <p>_____ <i>(Name of Witness in Chinese Characters) (if applicable)</i></p> <p>Hong Kong Permanent Identity Card No.: <u>B123456</u> (<u>7</u>)</p> <p style="text-align: center;"><i>(Witness)</i></p> <p>Signature: _____ <i>(Witness)</i></p>
--	---

The loan amount should be the same as the one provided on the "Deed of Indemnity". For any amendments, both the Indemnifier and the Witness should sign to confirm.

I hereby acknowledge and agree that the personal data and related documents in connection with this "Undertaking" and in the ENLS application form are true, correct and complete. It can be used by the SFO and disclosed to the SFO; and give consent for the SFO to request the relevant parties to provide such information and documents.

The form of signature should be the same as that of the "Deed of Indemnity" and the one signed on the photocopy of the Hong Kong Identity Card.

- Notes:**
1. A person who makes a false instrument, with the intention that he/she or another shall use it to induce somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his/her own or any other person's prejudice, commits a criminal offence.
 2. Students should read this "Undertaking" in conjunction with the "Deed of Indemnity" and the "Photocopy of the Hong Kong Identity Card" of the 2024/25 Academic Year.
 3. This "Undertaking" and "Deed of Indemnity" should be signed by the Student and the Indemnifier in the presence of a Witness.
 4. The names of the Student and the Witness in Chinese characters should be the same and in the same order as those recorded in the respective Hong Kong Identity Cards.
 5. Any amendments to the information completed by the Student or the Witness, whoever has made the amendments (including addition, deletion and alteration) must be counter-signed by both the Student and the Witness, using the same signature(s). The SFO will not accept incomplete documents or documents with amendments made by means of correction fluid or correction tape.
 6. The SFO will not accept documents signed with e-signature. Should the Witness use a name chop, he/she should mark a "+" next to the chop.
 7. This "Undertaking" should be completed with a permanent black or dark blue ballpoint pen.
 8. The SFO has the sole discretion to determine whether the "Undertaking" is properly completed or not. The SFO has the sole power not to accept the "Undertaking" if it is considered not properly completed.
 9. This "Undertaking" should be printed clearly on A4 white paper which is blank on both sides.