



2023/24_{AY}

NLSFT

Non-means-tested Loan Scheme for Full-time Tertiary Students

GUIDANCE NOTES

NLSFT 111B (2023)

本申請指引備有中文版本[NLSFT 111A(2023)]

如有需要，可於職學處網頁下載

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

Important Notice

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

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

Applicants should be registered as a user of “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 Tertiary Student Finance Scheme - Publicly-funded Programmes (“TSFS”), a means-tested financial assistance scheme, will be informed of their TSFS and NLSFT (if any) entitlement simultaneously in their “TSFS Notification of Result”. However, if these students wish to apply for and be offered with the NLSFT loan earlier, they are required to submit a separate NLSFT application for processing.

Contents

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

1. NLSFT

- 1.1 NLSFT is to complement the TSFS to provide loans to eligible students to settle tuition fees of recognised full-time study courses. Continuation fees for postgraduate courses are not covered by the NLSFT.

2. Eligibility

- 2.1 Applicants applying for an NLSFT loan to cover their tuition fees payable in the 2023/24 AY must:
- (a) be registered as a full-time student of a recognised course at one of the following institutions in the 2023/24 AY, taking up an exclusively publicly-funded, including the University Grants Committee (“UGC”)-funded, student place:
- City University of Hong Kong (“CityU”), Hong Kong Baptist University (“HKBU”), Lingnan University (“LU”), The Chinese University of Hong Kong (“CUHK”), The Education University of Hong Kong (“EdUHK”), The Hong Kong Polytechnic University (“PolyU”), The Hong Kong University of Science & Technology (“HKUST”), The University of Hong Kong (“HKU”), The Hong Kong Academy for Performing Arts (“HKAPA”), The Prince Philip Dental Hospital (“PPDH”), and Hong Kong Institute of Vocational Education (“IVE”), Chinese Culinary Institute (“CCI”) and International Culinary Institute (“ICI”), Hong Kong Design Institute (“HKDI”) and Maritime Services Training Institute (“MSTI”) of the Vocational Training Council (“VTC”).
- For the list of recognised courses covered under TSFS and NLSFT and the respective course codes, please check with the respective institutions or visit the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/tsfs/general/coding.htm>) for viewing the “Course Coding Sheet”;
- 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 course¹.
- 2.2 Applicants’ eligibility are restricted to only one eligible full-time course in any particular AY.
- 2.3 If applicants are going to join overseas exchange programmes in the 2023/24 AY, they are still eligible for applying for loans under the NLSFT provided that they have fulfilled the requirements in paragraph 2.1 above.
- 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 NLSFT 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 NLSFT loans only, i.e. have not applied for assistance (i.e. grant and / or loan) or have failed to obtain assistance under the TSFS, may receive loan **up to their total annual tuition fees payable in the AY.**
- 3.2 Students who receive financial assistance under the TSFS may be entitled to loan under the NLSFT **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**

¹ 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.

TSFS and the amount of financial assistance they may receive under the TSFS, subject to the NLSFT 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 NLSFT and the Non-means-tested Loan Scheme for Post-secondary Students (“NLSPTS”). 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 under the Extended Non-means-tested Loan Scheme². 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 NLSFT 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) for the prevailing NLSFT 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 NLSFT:
 - 4.2.1 Administrative fee is chargeable upon submission of application and annually thereafter until the NLSFT 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**

² Applicable to students pursuing specific post-secondary/continuing and professional education courses in Hong Kong.

repay administrative fee accrued for more than one year in the above-mentioned demand note.

4.2.4 For each NLSFT loan application, the fee payable will include the said administrative fee and a handling charge levied by and payable to the respective institution.

4.2.5 Administrative fee is subject to review regularly. Please refer to the WFSFAA website (https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsft/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 NLSFT 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.

5. How to Apply

5.1

Applicants to submit application online through “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 required supporting documents 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/NLSFT_SD_E.pdf) for details.

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

- (a) through online upload;
- (b) by mail³ 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.: NLSFT APU); or*
- (c) 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.

(Note: Some of the institutions may arrange additional channels for collection of the “Declaration Form” and supporting documents. Applicants should refer to the announcement of the respective institutions for the individual arrangement.)



³ 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 “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 “NLSFT 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 “NLSFT Notification of Result”

Successful application

If to accept the NLSFT loan offered in full or part, download and submit the full set of loan documents and other relevant documents:

<https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/nlsloandocuments.pdf>

Unsuccessful application

Applicants may **apply for a review** in writing providing detailed justifications and documentary evidence.
(See paragraph 17 below for details)

Disbursement of loan

Loan will be disbursed directly to institutions by instalment(s) to settle the tuition fees.
(See paragraph 9 below for details)

If applicable

Application for Accepting the Remaining NLSFT Loan Amount

(See paragraph 11 below for details)

- 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 NLSFT.
- 5.3 Please browse “Points to Note for Paying Administrative Fee” (https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLSFT_PNPAF_E.pdf) on methods to pay administrative fee.
- 5.4 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 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.
- 5.5 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.

- 5.5.1 The SFO reserves the right to require applicants to submit supplementary documents/information other than those mentioned in paragraph 5.5 above as and when required. A longer processing time is required for such applications.
- 5.5.2 The final decision on the loan of the relevant NLSFT application will rest with the SFO solely.
- 5.6 If applicants cannot provide the “Declaration Form” and required supporting documents without sufficient reasons, the relevant applications will not be considered further.
- 5.7 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.
- 5.8 If applicants have genuine difficulty in using computer for submission of online application (e.g. their physical condition does not allow them to operate computer normally, etc.), please call the hotline of the NLSFT Application Processing Unit at 2150 6222 during office hours for assistance.

6. Application Deadline

- 6.1 Recommended application submission schedule for continuing students and new students of respective institutions are / will be promulgated on the WFSFAA website (<https://www.wfsfaa.gov.hk/en/sfo/postsecondary/nlsft/deadlines.php>). Applications should be submitted in accordance with the announced schedule available on the website specified above. In any case, applications should reach the SFO no later than 31 December 2023. Late applications beyond 31 December 2023 would only be processed for circumstances that are beyond the control of individual applicants, for instance, commencement dates of their study programmes fall after 31 December 2023 or individual applicants experienced serious financial hardship as a result of drastic change of family’s financial situation in recent months.
- 6.2 If applicants attend postgraduate (by research) courses that commence between March 2023 and February 2024, they should apply for the NLSFT loan for the 2023/24 AY. The application deadline is one month following the commencement of the course and in any case **not later than** 31 March 2024.
- 6.3 **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. Please note that the SFO will not handle applications of 2023/24 AY received after 31 March 2024.

7. Notification of Result

- 7.1 If applicants:

<u>Apply for the NLSFT only</u>	<p><u>If the information provided is complete upon submission of application</u>, the SFO will normally issue the “NLSFT Notification of Result” to the applicants:</p> <p>(a) within three weeks from the issuance date of the “Acknowledgement of Receipt of Application”; or</p> <p>(b) before mid-July when the life-time loan limits for the current AY are determined,</p> <p>whichever is later.</p>
--	--

<u>Apply for the TSFS only</u>	<ul style="list-style-type: none"> Applicants will be informed of the financial assistance and / or loan they are entitled under the TSFS and the NLSFT (if any) simultaneously in the “TSFS Notification of Result”. If applicants wish to accept the NLSFT loan offered, please submit the required documents to the SFO on or before the deadline as stated in the “TSFS Notification of Result”. Please refer to paragraph 8 below for details.
<u>Have applied for the TSFS and submitted a separate NLSFT application before the TSFS results are known</u>	<ul style="list-style-type: none"> The SFO will not be able to determine the loan amount applicants may be entitled under the NLSFT until the TSFS results are known. In this instance, applicants will be issued a letter asking whether they would like to obtain the NLSFT loan up to the maximum amount of the tuition fee payable. If they obtain the NLSFT loan under such arrangement, adjustments to the NLSFT loan amount previously offered may be required after the TSFS application results are known. Details of the offsetting arrangements are set out in paragraph 10 below.

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 “NLSFT Notification of Result”. 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 relevant forms are available on the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsft/application/forms.htm>).

“Notification of Change of Applicant’s Personal Particulars” form (TSF/C/18A(E))	“Notification of Change of Institution / Course Data” form (TSF/C/18B)
Type of Information	Type of Information
<ul style="list-style-type: none"> ● Name ● Correspondence Address ● Residential Address ● Residential Telephone Number ● Other Contact Telephone Number 	<ul style="list-style-type: none"> ● Institution ● Course ● Year of study ● Tuition Fee paid/payable

7.3 If applicants have previously applied for any financial assistance schemes at post-secondary and tertiary level as administered by the SFO (including TSFS, NLSFT, Financial Assistance Scheme for Post-secondary Student (“FASP”), NLSPS and Student Travel Subsidy (“STS”) 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” (NLSFT 15), the “Deed of Indemnity” (NLSFT 16) and the “Student, Indemnifier and Witness Details Input Forms (Form A and B)” (NLSFT 116)) and other required supporting documents

listed on the “Checklist for Submission of Loan Documents” (NLSFT 149) to the SFO by mail⁴ or through the SFO drop-in boxes⁵, on or before the deadline as specified in the “NLSFT Notification of Result” or the “TSFS 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” (NLSFT 149)) can be downloaded at the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/nlsloandocuments.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 NLSFT loan offered either in full or in part.** Before accepting any 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 the exact amount of NLSFT 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 NLSFT within (i) two calendar months from the issuance date of the “NLSFT Notification of Result” or the “TSFS 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 NLSFT loan accepted should not be greater than the amount of NLSFT loan offered as stated in the “NLSFT Notification of Result” or the “TSFS Notification of Result” and not be less than HK\$1,000.
- 8.5 In completing the “Student, Indemnifier and Witness Details Input Form (Form A)”, applicants are required to specify how the NLSFT loan is to be applied for the settlement of their tuition fees. They may choose either one of the two loan disbursement options, i.e. Head (“H”) or Tail (“T”).
- (a) If choosing “H”, the SFO will apply the full amount of the NLSFT loan, which is equal to the loan amount accepted, to settle the first instalment in the first instance, any remaining balance to the second instalment and, if applicable, any remaining balance to the third instalment.
- (b) If choosing “T”, the SFO will apply the full amount of the NLSFT loan, which is equal to the loan amount accepted, to settle the final instalment in the first instance, any remaining balance to the preceding instalment(s) and so on.
- 8.6 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 can be downloaded at the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/nlsloandocuments.pdf>).

9. Disbursement of Loan

- 9.1 The NLSFT loan will be disbursed directly to the respective institutions by instalment(s) to settle the tuition fees in accordance with the loan disbursement options, i.e. Head (“H”) or Tail (“T”) as specified in the “Student, Indemnifier and Witness Details Input Form (Form A)”, subject to

⁴ 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 3 above for the points to note on mailing.

⁵ Please refer to paragraph 5.1 above for the location of the drop-in boxes.

successful submission of the required documents as set out in paragraph 8.1 above by applicants. The chosen loan disbursement option will remain effective for the whole AY in question, regardless of any subsequent revision of the NLSFT loan offer. Upon submission of the “Student, Indemnifier and Witness Details Input Form (Form A)” to the SFO, request for change of loan disbursement option will not be accepted.

- 9.2 The actual amount of the NLSFT loan to be disbursed to respective institutions 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 TSFS. The NLSFT loan disbursed to institutions on behalf of applicants will be deemed to have been borrowed and received by them. The disbursement dates are the NLSFT loan drawdown dates which are set by the SFO. Under normal circumstances, disbursement will not be made earlier than the due dates of tuition fee instalments.
- 9.3 After the disbursement of the NLSFT loan to respective institutions has been arranged, the SFO will issue a Remittance Advice to loan borrowers stipulating the NLSFT loan disbursement date and amount of the NLSFT loan to be disbursed for reference. The disbursement date stipulated in the Remittance Advice is the NLSFT loan drawdown date of the specified NLSFT loan.
- 9.4 If respective institutions, for any reason, postpone the tuition fee instalment due dates to other later dates and then inform the SFO of such after the disbursement of NLSFT loan has already been arranged, the SFO will be unable to withhold/re-arrange the concerned disbursement. Under such circumstances, the SFO will continue the disbursement to respective institutions on the tuition fee instalment due dates originally as set by respective institutions, which will be the NLSFT loan drawdown dates. The SFO will not bear the responsibility for any loss caused to applicants due to respective institutions’ decision in postponing the tuition fee instalment due dates.
- 9.5 Neither the application nor the approval for an NLSFT 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 NLSFT loan to respective institutions 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.
- 9.6 Under normal circumstances, the demand note issued to applicants by respective institutions should specify the balance of their tuition fees for settlement on or before the due dates, which is the difference between the full tuition fee instalment (including student union fee and other miscellaneous charges, if any) and the amount of NLSFT loan applicants have accepted for that instalment. If the demand note does not show any adjustment following the acceptance of the NLSFT loan, applicants should **immediately** seek clarification from respective institutions on the amount.
- 9.7 Under all circumstances, NLSFT loan will only be disbursed directly to respective institutions for settling the tuition fees. If applicants have already paid part/all of their tuition fees to respective institutions before the disbursement of their NLSFT loan, the SFO will **neither** adjust the amount of the NLSFT loan to be disbursed to respective institutions **nor** disburse any NLSFT loan to applicants’ bank accounts. It is the applicants’ own responsibility to liaise with respective institutions for the necessary refund arrangement on the extra tuition fee they have paid. The SFO will not bear any responsibility arising therefrom.
- 9.8 The application, acceptance and disbursement of NLSFT loan should serve the purpose of settling the tuition fees. If applicants submit the loan documents to accept the NLSFT loan approaching the end of the respective AY, they have to liaise with respective institutions first and obtain institutions’ agreements, no matter applicants have paid their tuition fees or not, and notify the SFO in writing that respective institutions have guaranteed to receive the NLSFT loan. Otherwise, the SFO reserves the right not to accept their loan documents. 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 “NLSFT Notification of Result” or the “TSFS 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.

9.9 Any overpayment of the NLSFT loan made shall be refunded immediately upon demand.

9.10 If applicants:

- (a) cease to be registered full-time students;
- (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 NLSFT loan to the institutions**.

9.10.1 In the event that the NLSFT loan has been disbursed, loan borrowers will be liable for the NLSFT loan disbursed and the interest accrued thereon and to repay the SFO the NLSFT loan so disbursed and the interest accrued thereon, plus any recovery costs incurred by the Government in a lump sum/by instalments.

9.11 If necessary, the SFO will contact respective institutions to verify applicants’ study status. The SFO will instruct respective institutions to refund to the Government the NLSFT loan already disbursed under the condition(s) in paragraph 9.10 above.

9.12 The SFO reserves the right to recover from loan borrowers all or part of the NLSFT 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 TSFS for the course for the same AY, they shall be liable to repay the Government the amount of overpaid NLSFT loan which is equal to the difference between (a) the amount of the NLSFT loan disbursed, and (b) the revised NLSFT loan offer (provided that the amount of (a) is higher than the amount of (b)) (“overpaid NLSFT loan”). The amount of overpaid NLSFT loan shall be repaid through deduction of the same amount from the TSFS financial assistance in the order firstly from the grant portion of the TSFS financial assistance, and if the grant portion is insufficient to fully offset the overpaid NLSFT loan, the balance will be offset by deducting from the loan portion of the TSFS financial assistance.

10.2 Even if the NLSFT loan has been fully offset by the TSFS grant and / or loan and the revised loan balance is HK\$0, NLSFT interest would still accrue for the overpaid NLSFT loan for the period from the first drawdown date of the NLSFT loan to the date of offsetting. **Loan borrowers are advised to submit an early repayment request of the NLSFT interest immediately after the offsetting to the Student Loan Unit of the SFO.** Otherwise, an administrative fee will be accrued on this NLSFT 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 NLSFT loan and the interest accrued thereon are fully repaid. In addition, the loan portion of the TSFS financial assistance applied to offset the NLSFT loan will be deemed to have been borrowed by loan borrowers under the terms and conditions of the TSFS at an interest rate of 1% per annum chargeable from the commencement date of the loan repayment period under the TSFS.

- 10.3 If the NLSFT loan has been partially offset by the TSFS grant and / or loan and there is remaining loan balance, NLSFT interest would still accrue for the overpaid NLSFT loan for the period from the first drawdown date of the NLSFT loan to the date of offsetting. Loan borrowers' obligations in relation to the NLSFT interest so accrued and the amount of the NLSFT 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 TSFS financial assistance applied to offset the NLSFT loan will be deemed to have been borrowed by loan borrowers under the terms and conditions of the TSFS at an interest rate of 1% per annum chargeable from the commencement date of the loan repayment period under the TSFS.
- 10.4 If applicants have accepted the NLSFT loan offer but not yet received the loan prior to the receipt of the "TSFS Notification of Result", and subsequently being offered financial assistance under the TSFS, arrangements will then be made to reduce the amount of their NLSFT loan offer and the NLSFT loan payable (if any) to reflect the adjustment of NLSFT loan in direct relation to the financial assistance offered under the TSFS.
- 10.5 The NLSFT loan will not be offset by the TSFS grant and / or loan automatically as above mentioned if the NLSFT loan does not exceed the difference between the maximum level of financial assistance under the TSFS and the financial assistance loan borrowers should receive under the TSFS. Under such circumstances, if loan borrowers wish to offset the NLSFT loan already disbursed to respective institutions by the TSFS grant and / or loan credited/to be credited to the designated bank account, they need to make an early repayment of the NLSFT loan (please refer to paragraph 13.12 below); or apply for a cancellation of the NLSFT loan if the disbursement of the NLSFT loan to respective institutions 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 NLSFT loan amount which is equivalent to the **difference** between the maximum amount of the NLSFT loan that they may borrow and the NLSFT loan that they have **already accepted** on their NLSFT loan application in the **same AY**.
- 11.2 Applications should be made by submitting the completed "Application Form for Accepting the Remaining Loan Amount" [NLSFT 113(2023)] to the SFO **at least ten weeks before** the payment due date of the tuition fee instalment in question. The relevant application form is available on the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsft/application/forms.htm>).
- 11.3 Please note that:
- **An administrative fee (excluding the handling charge levied by institutions) is payable on the application for accepting the remaining NLSFT loan amount separately.**
 - Late applications for accepting the remaining NLSFT loan amount may not be accepted.

12. Cancellation of Loan

- 12.1 If loan borrowers have accepted the NLSFT loan but wish to apply for cancellation of the NLSFT loan for any of the tuition fee instalments, please submit the completed "Application Form for Cancellation of Loan" [NLSFT 114 (Rev. 2023)] to the SFO **at least five weeks before** the payment due date of the tuition fee instalment in question. The relevant application form is available on the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsft/application/forms.htm>).
- 12.2 As the time span between the date on which the applicants confirm their acceptance of the NLSFT loan and the loan disbursement date for the first tuition fee instalment would normally be less than five weeks, it may not be possible for the SFO to arrange for cancellation of the NLSFT loan for the first tuition fee instalment after their acceptance. Applicants are therefore reminded to critically assess their requirements for the NLSFT loan before they decide the exact amount of NLSFT loan to be accepted and how the full amount should be applied for the settlement of tuition fees.

- 12.3 Late applications for cancellation of NLSFT loan may not be accepted.
- 12.4 In the event that the disbursement of the NLSFT loan **has been or is being arranged, cancellation of the NLSFT loan will not be accepted**. Loan borrowers will be liable for the NLSFT loan disbursed and the interest accrued thereon and to repay the SFO the NLSFT 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 NLSFT 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 NLSFT loan, which shall normally commence on 1 December of the year of graduation or when the course has officially ended, until the NLSFT 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 NLSFT 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 NLSFT loans and the interest accrued in full by monthly instalments. The NLSFT 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 recognised course;
 - (b) withdraw or are suspended from or cease or defer studies in the recognised course;
 - (c) transfer from the institution where loan borrowers have borrowed the NLSFT 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 NLSFT 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 NLSFT 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 repayment⁶. 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 ([⁶ 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.](https://e-</div><div data-bbox=)

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”.

- 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 NLSFT 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 NLSFT loan borrowed shall be charged at the prevailing NLSFT interest rate once the NLSFT loan is drawn down until the NLSFT loan has been fully repaid. The NLSFT 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) for the prevailing NLSFT 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 NLSFT 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 NLSFT 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 NLSFT 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 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. 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 NLSFT 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/nlsft/application/forms.htm>).

13.17 If after the indemnifier signed the “Deed of Indemnity”, the loan borrower is aware that:

- (a) the indemnifier is deceased;
- (b) a bankruptcy petition is filed by or presented against the indemnifier or a bankruptcy order is made against the indemnifier;
- (c) the indemnifier applies for an IVA under the Bankruptcy Ordinance;
- (d) a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of the indemnifier’s assets;
- (e) the indemnifier is involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong);
- (f) there is any claim (whether inside or outside Hong Kong) against the indemnifier or any of his/her assets;
- (g) the indemnifier intends to leave/has left Hong Kong for a period longer than three months or to emigrate; or
- (h) 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 NLSFT 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 NLSFT 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 NLSFT 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 NLSFT 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 NLSFT 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 NLSFT 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 NLSFT 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 NLSFT.
- 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 at 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; 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 HK\$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 NLSFT 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, 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 respective institutions 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 (SFO297_E). The relevant form is available on the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsft/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 NLSFT 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 NLSFT 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 The terms and conditions applicable to the NLSFT 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 NLSFT 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 NLSFT, 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. – 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>
 ✉ E-mail address: wg_sfo@wfsfaa.gov.hk

Other enquiry telephone numbers:

Unit	Telephone Number (Office Hours)	Fax Number
NLSFT – Application Processing Unit	2150 6222	3101 1908
TSFS – Application Processing Unit	2152 9000	2519 8512

NLSFT / TSFS – 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 3026 / 3102 3027	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 NLSFT, and forms and documents under the NLSFT through the following paths:

Website/Form/Document	Path
(i) The website of “MyGovHK”	https://www.gov.hk/en/theme/mygovhk/
(ii) The website of “SFO E-link – My Applications”	https://ess.wfsfaa.gov.hk
(iii) “Online Demonstration”	https://ess.wfsfaa.gov.hk/demo/en/nlsft/registration_gd.html
(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)	https://www.wfsfaa.gov.hk/sfo/en/posts/econdary/nlsft/application/forms.htm
(v) “Course Coding Sheet”	https://www.wfsfaa.gov.hk/sfo/en/posts/econdary/tsfs/general/coding.htm
(vi) Full set of Loan Documents (including “Notice of Offer of Loan”, “Undertaking”, “Deed of Indemnity”, and “Student, Indemnifier and Witness Details Input Forms (Form A and B)”))	https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/nlsloandocuments.pdf
(vii) Current Interest Rate and Administrative Fee	https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLS_interest_and_Admin_fee.pdf
(viii) Current combined life-time loan limit under NLSFT and NLSPS	https://www.wfsfaa.gov.hk/sfo/en/posts/econdary/nlsft/general/loan_limit.htm

(ix) Calculator	https://e-link.wfsfaa.gov.hk
-----------------	---

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