

April 2022 Issue



Student Finance Office
Working Family and Student
Financial Assistance Agency

2022/23_{AY}

NLSFT

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

**APPLICATION GUIDANCE
NOTES**

NLSFT 111B (2022)

本申請指引備有中文版本[NLSFT 111A(2022)]

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 2022/23 academic year must be completed and submitted through “SFO E-link – My Applications” platform (<https://ess.wfsfaa.gov.hk>).

Creation/Login of “iAM Smart” and/or “MyGovHK” account is required. Applicants are reminded to keep the username and password for future use.

Application Processing

To ensure that your application could be processed promptly, please submit your duly completed application form and all the required supporting documents on or before the closing date for application. The Student Finance Office (SFO) under the Working Family and Student Financial Assistance Agency will accord priority to those applications **with complete information** upon submission. In addition, if you are requested to submit supplementary information for processing of your application, please adhere to the deadline specified. Otherwise, the processing time of your application may be longer.

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 entitlement simultaneously in their TSFS notification of results. 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.

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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 You are eligible to apply for a NLSFT loan to cover your tuition fees payable in the 2022/23 academic year if you:

- (a) are registered as a full-time student and take up an exclusively University Grants Committee (UGC)-funded or exclusively publicly-funded student place at one of the following institutions in the 2022/23 academic year:

The University of Hong Kong (HKU), The Chinese University of Hong Kong (CUHK), City University of Hong Kong (CityU), The Hong Kong University of Science & Technology (HKUST), Hong Kong Baptist University (HKBU), The Education University of Hong Kong (EdUHK), The Hong Kong Polytechnic University (PolyU), The Hong Kong Academy for Performing Arts (HKAPA), The Prince Philip Dental Hospital (PPDH), Lingnan University (LU), and Hong Kong Institute of Vocational Education (IVE), Hong Kong Design Institute (HKDI), Chinese Culinary Institute and International Culinary Institute (CCI & ICI) and Maritime Services Training Institute (MSTI) of the Vocational Training Council (VTC).

For list of recognised courses covered under TSFS and NLSFT and the respective course codes, please check with your institution or visit 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 have resided or have had your home in Hong Kong continuously for three complete years prior to the commencement of the course¹.

- 2.2 Your eligibility is restricted to only one eligible full-time course in any particular academic year.
- 2.3 If you are going to join an overseas exchange programme in the 2022/23 academic year, you are still eligible for applying for loans under the NLSFT provided that you are registered as a full-time student and take up an exclusively UGC-funded or exclusively publicly-funded student place of a recognised course at a recognised institution.
- 2.4 Even if you are eligible under the above circumstances, the SFO reserves the right to require you to submit supplementary documents/information as and when necessary; and the final approval of your 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) under the TSFS or have failed to obtain assistance under the TSFS, may receive loan **up to the maximum amount of their tuition fees payable in the academic year.**
- 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**

¹ This does not cover 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 to them by the Director of Immigration when they were 18 years old or above.

plus the maximum amounts of assistance for academic expenses and living expenses) under the 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 academic year, 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 (NLSPS). The loan limit will be price-adjusted annually in accordance with the movement of the Composite Consumer Price Index. For the 2022/23 academic year, the combined life-time loan limit is HK\$390,900.
- 3.4 Loan(s) disbursed from the 2012/13 academic year 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 download the relevant form from the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsft/application/forms.htm>) to 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 for 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 3.813% 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 academic year. You may 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, to cover the full costs of processing the application and administering the NLSFT loan, is chargeable for **each application and each loan account**:
 - 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 academic year 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

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

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 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 your institution.

4.2.5 Administrative fee is subject to review regularly. You may refer to the WFSFAA website at 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 account. Request for merging loan accounts of different courses will not be accepted. If you 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

Applicant to submit application online through “SFO E-link – My Applications”



Complete application form, submit the “Declaration Form” and supporting documents

When completing the online application form, you should provide the transaction details of administrative fee paid at “Step 5” and upload the following supporting documents:

- (a) the transaction advice or account deposit form for the administrative fee paid (for details please refer to paragraph 5.3 below).

Please keep the original copy properly and please consider making a photocopy for your own record. The SFO may request you to produce the original copy of administrative fee payment proof. In case of any dispute, the decision of the SFO will be final.

After you have submitted your online application successfully, please submit the following supporting documents to the SFO within 7 days from the date of submission of the application:

- (a) the duly signed “Declaration Form” (if the online “Declaration Form” is not digitally signed)
(Note: The “Declaration Form” could be downloaded from “Step 7” of the online application or from “Application Form(s) Submitted” under “SFO E-link – My Applications”);
- (b) a photocopy of your **Hong Kong Identity (HKID) Card**; and
- (c) a photocopy of your Student Identity Card and/or any documentary proof showing your course of study in the 2022/23 academic year and your student identity
(Note: Photocopy of Student Identity Card is required for continuing students; photocopy of payment proof for registration fee and admission letter / tuition fee demand note issued by your institution can be accepted for new students who have not yet received the Student Identity Card).

You may submit the required documents through the following means:

- (a) through online upload;

(b) by mail³ to the SFO (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) use the drop-in boxes located on 11/F (during office hours) or G/F (outside office hours) of the Cheung Sha Wan Government Offices (CSWGOs). 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. The opening hours of CSWGOs are 7:00 a.m. to 7:00 p.m. from Monday to Friday, and 7:00 a.m. to 1:00 p.m. on Saturday, except public holidays.

(Note: Some of the institutions may arrange additional channels for collection of the declaration and supporting documents. You should refer to the announcement of your institution for the individual arrangement.)

SFO to issue the "Acknowledgement of Receipt of Application" and application processing

If the information provided is complete, the SFO will normally issue the "Notification of Application Result" to an applicant within three weeks from the date of issuance of the "Acknowledgement of Receipt of Application"; or before mid-July when the lifetime loan limits for the current academic year are determined, whichever is later.

SFO to issue the "Notification of Application 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>

Payment of loan

Loan will be paid direct 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)

Unsuccessful application

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

³ If you submit the required documents by mail, please ensure your mail items bear sufficient postage. Underpaid mail items are subject to surcharge by the Hongkong Post. Underpaid mail items will be returned to the sender (with return address) or disposed of (without return address) by the Hongkong Post. For proper delivery of your mail items to the SFO, and to avoid unnecessary delivery delay or unsuccessful delivery, please ensure that your mail items bear sufficient postage with return address before mailing.

- 5.2 Please refer to the Online Demonstration (<https://ess.wfsfaa.gov.hk/demo/en/>) for completing and submitting the online application form for the NLSFT.
- 5.3 Please pay the administrative fee **IN CASH** at any branch of the Hongkong and Shanghai Banking Corporation (the Bank) and keep the original transaction advice/account deposit form. You may also transfer the administrative fee to the SFO's account no. **044-171080-001** through **ATM** of the Bank. During the ATM transaction, please choose **"Transfer"** service and press **"Yes"** for **"Do you need to take a transaction advice?"**. Payment by cheque, online transfer, FPS or PPS is **NOT** acceptable. **You are required to provide the transaction details of the administrative fee paid when completing your online application form and upload the corresponding transaction advice or account deposit form. Please keep the original copy properly and please consider making a photocopy for your own record. The SFO may request you to produce the original copy of administrative fee payment proof. In case of any dispute, the decision of the SFO will be final.**
- 5.4 You are required to declare in the "Declaration Form" whether a bankruptcy petition is filed by you or presented against you or a bankruptcy order is made against you or you have applied/are applying for an Individual Voluntary Arrangement (IVA) or are aware that legal proceeding(s) has/have been started or are pending or being threatened against you for your bankruptcy or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of your assets. Subsequently, if a bankruptcy petition is filed by you or presented against you or a bankruptcy order is made against you or you have applied/are applying for an IVA or are aware that legal proceeding(s) has/have been started or are pending or being threatened against you for your bankruptcy or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of your assets, you are obliged to notify the SFO in writing immediately.
- 5.5 If you are an undischarged bankrupt or a subject person of an IVA, please submit a photocopy of bankruptcy order/petition or your IVA proposal, as appropriate, for the SFO's record purpose.
- 5.5.1 The SFO reserves the right to require you 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 application.
- 5.5.2 The final approval of your NLSFT application will rest with the SFO solely.
- 5.6 In any event, you should submit your online application before submitting the "Declaration Form" and supporting documents. If you cannot provide the required supporting documents without sufficient reasons, your application will not be considered further.
- 5.7 If you **have applied for the TSFS**, you will be informed of the financial assistance and/or loan you are entitled under the TSFS and the NLSFT, if any, simultaneously in your TSFS notification of result. If you wish to accept the NLSFT loan offered, you should submit the required documents to the SFO on or before the deadline as stated in your TSFS notification of result. Please refer to paragraph 8 below for details.
- 5.8 If you have genuine difficulty in using computer for submission of online application (e.g. your physical condition does not allow you to operate computer normally, etc.), you may call our scheme hotline at 2150 6222 during office hours for assistance.

6. Closing Dates for Application

6.1 (a) Continuing Students

Institutions	Closing dates
HKAPA, HKUST, HKU	13 May 2022
CityU, HKBU, LU, CUHK, EdUHK, PolyU	20 May 2022

PPDH, CCI & ICI, HKDI, IVE (Chai Wan), IVE (Haking Wong), IVE (Kwai Chung), IVE (Kwun Tong), IVE (Lee Wai Lee), IVE (Morrison Hill), IVE (Sha Tin), IVE (Tsing Yi), IVE (Tuen Mun) , MSTI

27 May 2022

(b) **New Students**

Closing dates for application will be announced later.

(Note: If you attend a postgraduate (by research) course that commences between March 2022 and February 2023, you should apply for the NLSFT loan for the 2022/23 academic year. The closing date for application is one month following the commencement of the course and in any case **not later than** 31 March 2023.)

- 6.2 You should submit the application on or before the closing date. Applications received after the closing dates will not be accepted save for exceptional circumstances with sound explanation. **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 from the applicant.**

7. Notification of Result

7.1 If you:

<p><u>Apply for the NLSFT only</u></p>	<p><u>If the information provided is complete</u>, the SFO will normally issue the “Notification of Result of Application for Loan under the Non-means-tested Loan Scheme for Full-time Tertiary Students” (NLSFT notification of result) to you:</p> <p>(a) within three weeks from the date of issuance of the “Acknowledgement of Receipt of Application”; or</p> <p>(b) before mid-July when the life-time loan limits for the current academic year are determined,</p> <p>whichever is later.</p>
<p><u>Apply for the TSFS only</u></p>	<ul style="list-style-type: none"> You will be informed of the financial assistance and/or loan you are entitled under the TSFS and NLSFT, if any, simultaneously in your TSFS notification of result. If you wish to accept the NLSFT loan offered, please submit the required documents to the SFO on or before the deadline as stated in your TSFS notification of result. Please refer to paragraph 8 below for details.
<p><u>Have applied for the TSFS and submitted a separate NLSFT application before the TSFS results are known</u></p>	<ul style="list-style-type: none"> The SFO will not be able to determine the loan amount you may be entitled under the NLSFT until your TSFS results are known. In this instance, you will be issued a letter asking whether you would wish to obtain the NLSFT loan up to the maximum amount of your tuition fees payable. If you obtain the NLSFT loan under such arrangement, it may be necessary to make adjustments to the NLSFT loan amount previously offered after your TSFS results are known. Details of the offsetting arrangements are set out in paragraph 10 below.

7.1.1 Processing time of your application will be longer under the following circumstances:

- (a) The information provided is incomplete or discrepancies in the supporting documents provided are found; or
- (b) SFO needs to seek verification on the information provided with your institution or other government departments or organisations.

- 7.2 You should check the information printed on the NLSFT notification of result, especially your personal particulars, institution, course of study and tuition fee payable. Should there be any discrepancies, you should **immediately** notify the SFO in writing.

Forms	
Notification of Change of Applicant's Personal Particulars	TSF/C/18A(E)
Notification of Change of Institution/Course Data	TSF/C/18B
Forms can be downloaded from the WFSFAA website	https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsft/application/forms.htm

8. Acceptance of NLSFT Loan

- 8.1 The offer stated on the NLSFT notification of result or the TSFS notification of result is conditional upon your submission of the loan documents (including the "Undertaking", the "Deed of Indemnity" and the "Student, Indemnifier and Witness Details Input Forms (Form A and Form B)") and other related supporting documents listed on the "Checklist for Submission of Loan Documents" to the SFO by mail⁴ or through SFO's drop-in boxes⁵ on or before the deadline as specified in the notification of result. Loan documents submitted 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") 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 you to produce documentary evidence showing your residential and correspondence address. Post office box numbers, public letter boxes, care of addresses and student hostels will not be accepted as valid residential address. If being requested, you are only required to submit the photocopies of such documentary evidence. **No original copy is required.**
- 8.3 **You can choose to accept the NLSFT loan offered either in full or in part.** Before you accept any NLSFT loan offered, you may have a rough estimation on the repayment amount by using the repayment calculator available in the SFO E-link at <https://e-link.wfsfaa.gov.hk>. Please consider carefully about your need and repayment ability. In completing the Undertaking, the Deed of Indemnity and the Student, Indemnifier and Witness Details Input Form (Form A), you are required to specify, among other things, the exact amount of NLSFT loan accepted **for the whole academic year**. If you do not submit the duly completed and signed loan documents to SFO for the acceptance of loan offered under the NLSFT within (i) 2 calendar months from the date of issuance of the Notification of Result, (ii) 4 weeks from the date of issuance of the Notification of Adjusted Result of Application for Financial Assistance, or (iii) on or before 30 June 2023 (whichever is the latest), SFO

⁴ Mailing address is Counter Service Unit, Student Finance Office, Working Family and Student Financial Assistance Agency, 11/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon. If you submit the required documents by mail, please ensure your mail items bear sufficient postage. Underpaid mail items are subject to surcharge by the Hongkong Post. Underpaid mail items will be returned to the sender (with return address) or disposed of (without return address) by the Hongkong Post. For proper delivery of your mail items to the SFO, and to avoid unnecessary delivery delay or unsuccessful delivery, please ensure that your mail items bear sufficient postage with return address before mailing.

⁵ You may use the drop-in boxes located inside the Reception Hall on 11/F (during office hours) or G/F (outside office hours) of CSWGOs (please refer to paragraph 18.1 below for details). 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. The opening hours of CSWGOs are 7:00 a.m. to 7:00 p.m. from Monday to Friday, and 7:00 a.m. to 1:00 p.m. on Saturday, except public holidays.

will assume that you do not wish to accept the loan, and the loan offered to you 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), you are required to specify how your NLSFT loan is to be applied for the settlement of your tuition fees. You may choose either one of the two loan payment options, i.e. Head (“H”) or Tail (“T”).
- (a) If you choose “H”, the SFO will apply the full amount of the NLSFT loan, which is equal to your 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 you choose “T”, the SFO will apply the full amount of the NLSFT loan, which is equal to your 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 for 2022/23 Academic Year which can be downloaded at the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/nlsloandocuments.pdf>).

9. Payment of NLSFT Loan

- 9.1 The NLSFT loan will be paid direct to your institution by instalment(s) to settle your tuition fees in accordance with the loan payment options, i.e. Head (“H”) or Tail (“T”) as specified in your Student, Indemnifier and Witness Details Input Form (Form A), subject to your successful submission of the full set of acceptable Undertaking, Deed of Indemnity, Student, Indemnifier and Witness Details Input Forms (Form A and Form B) and documentary proofs mentioned in the Notice of Offer. The loan payment option once chosen will remain effective for the whole academic year in question, regardless of any subsequent revision of the NLSFT loan offer. Upon submission of your Student, Indemnifier and Witness Details Input Form (Form A) to the SFO, request for change of loan payment option will not be accepted.
- 9.2 The actual amount of NLSFT loan to be paid to your institution 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) you may be provided under the TSFS. The NLSFT loan paid to the institution on your behalf will be deemed to have been borrowed and received by you. The payment dates are the NLSFT loan drawdown dates which are set by the SFO. Under normal circumstances, payment will not be made earlier than the due dates of tuition fee instalments.
- 9.3 After the disbursement of NLSFT loan to your institution has been arranged, the SFO will issue a Remittance Advice to you stipulating the amount of the NLSFT loan to be disbursed and the loan disbursement date for your reference. The disbursement date stipulated in the Remittance Advice is the NLSFT loan drawdown date of the specified NLSFT loan.
- 9.4 If your institution, for any reason, postpones the tuition fee instalment due date to other later date and then informs the SFO of such after the payment has already been arranged, the SFO will be unable to withhold/re-arrange the concerned payment. Under such circumstances, the SFO will continue the payment to your institution on the tuition fee instalment due date originally as set by your institution, which will be the NLSFT loan drawdown date. The SFO will not bear the responsibility for any loss caused to you due to your institution’s decision in postponing the tuition fee instalment due date.
- 9.5 Neither your application nor the approval for an NLSFT loan carries any implication that the payment due date of your tuition fee has been or will be deferred automatically by your institution. If the

payment of the NLSFT loan to your institution for any instalment cannot be made on or before the tuition fee instalment due date, it is your own responsibility to liaise with your institution in respect of your tuition fee payment. The SFO will not bear the responsibility for any loss caused to you due to your late settlement of tuition fee.

- 9.6 Under normal circumstances, the demand note issued to you by your institution should specify the balance of your tuition fee for your settlement on or before the due date, which is the difference between your full tuition fee instalment (including student union fee and other miscellaneous charges, if any) and the amount of NLSFT loan you have specified for that instalment. If the demand note does not show any adjustment following your acceptance of the NLSFT loan, you should **immediately** seek clarification from your institution on the amount.
- 9.7 Under all circumstances, NLSFT loan will only be paid direct to your institution for settling your tuition fee. If you have already paid your institution part/all of your tuition fee before the payment of your NLSFT loan, the SFO will **neither** adjust the amount of your NLSFT loan to be paid to your institution **nor** pay any NLSFT loan to your bank account. It is your own responsibility to liaise with your institution for the necessary refund arrangement on the extra tuition fee you 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 your tuition fee. If you submit the loan documents to accept the NLSFT loan approaching the end of the respective academic year, you have to liaise with your institution first and obtain its agreement, no matter you have paid your tuition fee or not, and notify the SFO in writing that your institution guarantees to receive the NLSFT loan. In any case, the SFO reserves the right not to accept your loan documents if such loan documents are submitted after 30 June 2023 since the respective academic year has been normally over, unless (i) your Notification of Result is issued within the immediate past 2 calendar months or (ii) your Notification of Adjusted Result is issued within the immediate past 4 weeks.
- 9.9 If you and/or your indemnifier has/have any arrears of grant and/or loan and/or subsidy under any financial assistance/loan scheme administered by the SFO, the SFO reserves the right to withhold the payment of loan to you and set off the overpaid amount from the loan to which you are entitled to in this academic year, even after processing of your application. The balance of the NLSFT loan after such set-off, if any, will be released to you. In addition or as an alternative, the SFO shall require you to refund the overpaid amount immediately upon the request of the SFO.
- 9.10 Any overpayment of the NLSFT loan made to you shall be refunded immediately upon demand.
- 9.11 If you:
- (a) cease to be a registered full-time student; or
 - (b) decide to withdraw from, suspend or defer studies or apply for leave of absence for any reasons; or
 - (c) change your course/institution; or
 - (d) are not required to pay the full amount of tuition fee in the respective academic year,
- you must **immediately** notify the SFO in writing for our follow-up action, including but not limited to **withholding the payment of the NLSFT loan to your institution**.
- 9.11.1 In the event that the NLSFT loan has been paid to your institution, you will be liable to the NLSFT loan paid and the interest accrued thereon and to repay the SFO the NLSFT loan so paid and the interest accrued thereon, plus any recovery costs incurred by the Government in a lump sum/by instalments.

- 9.12 If necessary, the SFO will contact your institution to verify your study status. The SFO will instruct your institution to refund to the Government the NLSFT loan already paid under the condition(s) in paragraph 9.11 above.
- 9.13 The SFO reserves the right to recover from you all or part of the NLSFT loan paid in case you cannot complete your studies for any reasons.

10. Offsetting Arrangements

- 10.1 If you concurrently receive any financial assistance (grant and/or loan) provided by the Government under the TSFS for the course for the same academic year, you shall be liable to repay to the Government the amount of overpaid NLSFT loan which is equal to the difference between (a) the amount of the NLSFT loan paid, and (b) the revised NLSFT loan offer [provided that the amount of (a) is higher than the amount of (b)]. 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 of the overpaid NLSFT loan will be offset by deducting from the loan portion of the TSFS financial assistance.
- 10.2 Even if your NLSFT loan has been fully offset by your 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 NLSFT loan first drawdown date to the date of offsetting. **You 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 academic year basis in the same manner as ordinary loan accounts. The accrued interest and/or administrative fee will be demanded upon your commencement of loan repayment. The administrative fee is chargeable on 1 December each year. You 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 NLSFT loan so offset by the loan portion of the TSFS financial assistance will be deemed to have been borrowed by you 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 your NLSFT loan has been partially offset by your TSFS grant and/or loan and there is remaining loan balance, NLSFT interest would still accrue for the overpaid NLSFT loan from the NLSFT loan first drawdown date to the date of adjustment. Your 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, in the Undertaking signed by you, in this Guidance Notes and including the terms and conditions subsequently amended and supplemented by the SFO. In addition, the NLSFT loan so offset by the loan portion of the TSFS financial assistance will be deemed to have been borrowed by you 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 you have accepted the NLSFT loan offer but not yet received it 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 loan amount of your 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 Your NLSFT loan will not be offset by your TSFS grant and/or loan automatically as above mentioned if your NLSFT loan does not exceed the difference between your maximum level of financial assistance under the TSFS and the financial assistance you should receive under the TSFS. Under such circumstances, if you wish to offset your NLSFT loan already paid to your institution by the TSFS grant and/or loan credited/to be credited to your designated bank account, you need to make an early repayment of the NLSFT loan; or apply for a cancellation of the NLSFT loan if the disbursement

of the NLSFT loan to your institution has not yet been arranged (please refer to paragraphs 12 and 13.12 below).

11. Application for Accepting the Remaining NLSFT Loan Amount

11.1 You may apply for accepting the remaining NLSFT loan amount which is equivalent to the **difference** between the maximum amount of the NLSFT loan that you may borrow and the NLSFT loan that you have **already accepted** on your NLSFT loan application in the **same academic year**. The relevant application form can be downloaded at the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsft/application/forms.htm>).

Applications should be made by completing the “Application form for Accepting the Remaining Non-means-tested Loan Scheme for Full-time Tertiary Students (NLSFT) Loan Amount” form [NLSFT 113(2022)] and submitting the completed form to the SFO by mail (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 through SFO’s drop-in boxes located inside the Reception Hall on 11/F (during office hours) or G/F (outside office hours) of CSWGOs at least 10 weeks before the payment due date of the tuition fee in question.

11.2 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 application for accepting the remaining NLSFT loan amount may not be accepted.

12. Cancellation of NLSFT Loan

12.1 If you wish to apply for cancellation of your NLSFT loan for any of the tuition fee instalments, you should complete the “Application for Cancellation of NLSFT Loan” form [NLSFT 114 (Rev.2022)] and return it to the SFO by email, by fax or by mail **at least five weeks before** the payment due date of the tuition fee in question. The relevant application form can be downloaded at the WFSFAA website (<https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsft/application/forms.htm>).

12.2 As the time span between the date you confirm your acceptance of the NLSFT loan and the loan payment date for your 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 your acceptance. You are therefore reminded to critically assess your requirement for the NLSFT loan before you decide the exact amount of NLSFT loan to be borrowed and how the full amount should be applied to pay your tuition fee.

12.3 Late applications for cancellation of NLSFT loan may not be accepted.

12.4 Applicants will be liable to the NLSFT loan paid and the interest accrued thereon and to repay the SFO the NLSFT loan so paid and the interest accrued thereon, plus any recovery costs incurred by the Government. Please refer to paragraph 13.12 for details of early repayment of the NLSFT loan.

13. Loan Repayment & Electronic Demand Note and Notification

13.1 You are required to repay your NLSFT loan, which shall normally commence on 1 December of the year of your graduation or when the course has officially ended, until it is repaid in full. 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 your graduation. If you have not received the notice of commencement of repayment or demand of repayment within six months after your graduation or the course has officially ended, you 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 their NLSFT loans 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 you:
- (a) cease to be a registered full-time student of a recognised course; or
 - (b) withdraw or are suspended from or cease or defer your studies in a recognised course; or
 - (c) transfer from the institution where you borrowed the NLSFT loans to another; or
 - (d) have not completed the course for any reason,
- you 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 you do not receive the demand note and/ or notifications seven days before each due date, you should contact the SFO without delay. Non-receipt of demand note does not exempt you from the obligation to repay the instalment due on or before the due date. If repayment has not been made duly, you 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 “SFO E-link” (<https://e-link.wfsfaa.gov.hk>) and notifications would be sent to “MyGovHK” and / or “iAM Smart” online platforms for your viewing, printing and downloading. You need to safekeep your “MyGovHK” and / or “iAM Smart” account login username and password to receive repayment notifications and demand notes through “SFO E-link – My Bills” service. If you have not been logged into “MyGovHK” for a period of 36 months, your account will be terminated. Electronic monthly demand notes and/or notifications shall be deemed to have been duly given by the SFO and have been duly received by you regardless of whether you have actually accessed the demand notes or notifications and whether you have actual notice of their availability. Requests for receiving demand notes and/or notifications by other means will not be accepted. The SFO may contact you by mail, telephone, fax, e-mail or other forms of electronic notifications (e.g. SMS) for any repayment matters. Should you wish to save a copy of the latest instalment demand note, you are reminded to download and/or print it out on or before the due date.
 - (c) Your failure to visit “MyGovHK”, “iAM Smart” and/or “SFO E-link – My Bills” service online platform(s) to receive any repayment schedule or demand note(s) does not exempt you from the obligation to repay the instalment due on or before the due date. Otherwise, you will be regarded as breaching of the terms in the Undertaking.

⁶ In case you have loan accounts repaying with quarterly repayment arrangement under different financial assistance/loan schemes, 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 your loan accounts under different financial assistance/loan schemes administered by the SFO.

- 13.5 Within the Repayment Period, you can put up a request to change its duration. The request should be put up 14 days before the due date of the upcoming instalment so that the revised repayment schedule will take effect in the upcoming instalment. If you fail to put up your request by the above mentioned deadline, or your NLSFT loan is currently under deferment, the effective date of your requested revision will be postponed accordingly. Request could only be made in writing. Verbal request will not be accepted. You have to repay your instalments according to the original repayment schedule until the revised Repayment Period takes effect.
- 13.6 The interest on the NLSFT loan borrowed by you 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. You may refer to the WFSFAA website at https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLS_interest_and_Admin_fee.pdf for the prevailing interest rate. You may also have a rough estimation on the repayment amount by using the repayment calculator available in the “SFO E-link” at <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 by you of the overdue amount.
- 13.10 Any partial repayment made by you which does not discharge in full any amount due and payable shall be applied in or toward the discharge of: firstly the outstanding annual 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 or overpayment made by you before the instalment due date 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 you wish to make early lump sum or partial repayment of the NLSFT loan, a request should be put up in writing. Verbal request will not be accepted. You may download the application form from the WFSFAA website at <https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/sl/SFO186E.pdf>. Normally you have to settle the early lump sum or partial repayment demand note in full within 14 days from its issue date. If you fail to repay the early lump sum or partial repayment demand note 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 You are advised to take note of the charging of 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 academic year.

13.12.5 You are advised to consider carefully before submitting an early repayment request. If you cancel and make another request within the same month, the SFO may consider not accepting the second/revised application. If you have fully settled the early lump sum / partial 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. Underpaid mail items will not be accepted. Please ensure sufficient mailing time and postage to make delivery in order. Underpaid mail items will be returned to the sender (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 make repayments on time. If you plan to leave Hong Kong, you are required to make prior repayment arrangement. If you intend to leave Hong Kong for a period longer than three months or emigrate overseas, you are required to notify the SFO immediately in writing. Upon receipt of such notification, unless the SFO has otherwise come to an agreement with you concerning the repayment arrangement or unless the SFO is satisfied that you shall be able to continue to repay the loan based on the original repayment schedule, the SFO could demand your 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 you 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 account. Request for merging loan accounts will not be accepted.

13.16 You and/or your indemnifier are required to notify the SFO immediately in writing of any change of your and/or your indemnifier’s correspondence/residential address or other contact information, including mobile phone number, email address or fax number. For any changes in correspondence/residential address, you and/or your indemnifier 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 government bureaux/departments, public organisations/utilities or commercial organisations. If necessary, you and/or your indemnifier may be required to produce the documentary evidence in originals. The amendment forms can be downloaded from the WFSFAA website at <https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsft/application/forms.htm>.

- 13.17 You are required to procure immediately, or otherwise upon the first repayment notification of the SFO, an alternative indemnifier located in Hong Kong and acceptable to the Government to execute the indemnity in favour of the Government in the event that your indemnifier intends to leave or has already left Hong Kong for a period longer than three months; or to emigrate or has already emigrated overseas. Failing which the SFO has the power to demand you 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 after your indemnifier signed the Deed of Indemnity,
- (a) he/she becomes incapable of fulfilling the obligations under the Deed of Indemnity; or
 - (b) he/she is deceased; or
 - (c) you are aware that a bankruptcy petition is filed by or presented against him/her or a bankruptcy order is made against him/her; or
 - (d) he/she applies for an IVA; or
 - (e) you are aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his/her assets; or
 - (f) he/she is involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or if there is any claim (whether inside or outside Hong Kong) against him/her or any of his/her assets,

you and/or your indemnifier is/are obliged to notify the SFO in writing **immediately**. You are also required to procure and provide full particulars of an alternative indemnifier located in Hong Kong to replace the original one upon occurrence of any of the above circumstances. The alternative indemnifier (if accepted by the Government) shall act in substitution and shall execute similar 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 you and/or indemnifier(s) 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 your 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 you and/or your indemnifier(s) 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 you notwithstanding that they have not become due under the terms of such loan(s).

14. Deferment of Loan Repayment

- 14.1 If you have difficulties in repaying the NLSFT loan(s) due to further full-time study, financial hardship or serious illness, you may apply for deferment of loan repayment. For deferment of loan repayment on the grounds of financial hardship or serious illness, in case you have not opted for the standard repayment period of 15 years, the repayment period of your loan will initially be extended to 15 years for calculation when your 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, 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 considered to be the date of application. For application by mail, the postmark date on the envelope will be regarded as the date of application. You may also download the application form concerned from the WFSFAA website at <https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsft/loanrepayment/difficulties/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 benefited from the one-off relief measure on deferment of loan repayment introduced in August 2009 and exhausted the 2-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 individual loan account basis.

15. Handling of Personal Information

- 15.1 The personal data provided by you in the NLSFT loan application and in any other document(s) that may be required by the SFO will be used by the SFO and the Education Bureau (EDB) / disclosed to the agents of the SFO / EDB, the schools / institutions concerned and relevant government bureaux / departments for the following purposes:
- (a) Activities relating to the processing and counter-checking of application listed below and notification of application result;
 - (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)
 - (vii) Fee Reimbursement (Financial Assistance Scheme for Designated Evening Adult Education Courses) [FR(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)
 - (b) Activities relating to authentication of application listed in (a) against other database of the SFO and the database of other relevant government bureaux / departments and schools /

institutions in association with the student financial assistance received by the applicant / applicant's family members to prevent double subsidies, detect fraudulence, 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-applicant (where applicable) with the database of EDB in association with processing and counter-checking of the application for student financial assistance schemes listed in (a) and the granting of other student financial assistance by the SFO, so as to verify / update student records of the SFO and confirm eligibility for individual scheme;
- (d) Activities relating to the matching of the personal data of the applicant and applicant's family members with other database of the SFO and the database of the Social Welfare Department in association with processing and counter-checking of the application listed in (a) and the granting of other student financial assistance by the SFO so as to verify if the applicant's family was in receipt of Comprehensive Social Security Assistance (CSSA) during the relevant assessment period or is currently in receipt of CSSA, prevent double subsidies and recover overpayment(s);
- (e) Administration and maintenance of your loan account(s) and repayment of loans;
- (f) Statistics and research purposes;
- (g) Activities/matters related to the communication or exchange of views with applicants for the purpose of scheme administration; and
- (h) Processing and counter-checking of applications / selection of needy students for award of other student financial assistance administered by the SFO, the EDB, the Hong Kong Examinations and Assessment Authority, other relevant government departments / organizations and the schools / institutions concerned.

15.2 The personal data of the applicant and those of his / her family members provided by the applicant may be disclosed to government bureaux / departments / organizations and the schools / institutions concerned for the purposes stated in paragraph 15.1 above; or where the applicant has given consent to such disclosure; or where such disclosure is authorized or required by law.

15.3 If necessary, the SFO will contact your institution, other government departments and organisations to obtain any information of you for the purposes mentioned in paragraph 15.1 above. The applicant consents that the SFO may inform schools/ institutions of the result of the application, including your NLSFT loans offered/paid under the NLSFT.

15.4 If necessary, the SFO will contact you, your indemnifier(s) and/or witness(es) 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 SFO for the purposes mentioned in paragraph 15.1 above.

15.5 In accordance with Sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), you, your indemnifier(s) and your witness(es) 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 SFO which is/are retained by the SFO.

15.6 Once you have submitted your online application, no online amendments will be allowed. All subsequent amendments should be made in writing to the SFO. Besides, all supporting documents, once submitted, are not returnable. You are advised to retain a paper copy or computer backup for your own reference.

- 15.7 In connection with your loan application, personal data access and/or correction request shall be made in writing to:

Deputy Departmental Secretary (General)
Working Family and Student Financial Assistance Agency
19/F, 181 Hoi Bun Road,
Kwun Tong, Kowloon
(Fax No.: 3897 1902)

- 15.8 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 case information, e.g. name and address of the student loan defaulter, case nature, etc., will become public. Your 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.

For the full version of the Code, please visit the website of the PCPD at https://www.pcpd.org.hk/english/data_privacy_law/code_of_practices/files/CCDCode_2013_e.pdf.

16. Important Matters

- 16.1 **You must complete the application documents FULLY and TRUTHFULLY. Any misrepresentation or omission may lead to disqualification from application and/or full recovery of loan(s) already paid to you, and court proceedings. It is an offence to obtain property or pecuniary advantage by deception. Any person who does so commits an offence and shall be liable on conviction upon indictment to imprisonment for 10 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 7 years and to a fine under the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong).**
- 16.2 The SFO reserves the right to cancel, reduce or recover, in full or in part, any award of NLSFT loan that has been made or is to be made to you as the SFO considers justified or when the SFO discovers that incomplete or inaccurate information has been given by you in the application documents. Please make sure that the information provided in the application form, the Undertaking, the Deed of Indemnity and the Student, Indemnifier and Witness Details Input Forms, including all the related documents submitted as mentioned in the Notice of Offer, are true, correct and complete. **Legal action will also be taken against those suspected of obtaining or attempting to obtain money by deceit.**
- 16.3 If you have previously applied for any financial assistance schemes for post-secondary studies from the SFO (including TSFS, NLSFT, FASP, NLSPS and STS for Tertiary or Post-secondary Students), your correspondence address under the above mentioned financial assistance schemes will also be updated in accordance with the correspondence address provided in your latest application for financial assistance in the 2022/23 academic year.

- 16.4 Before full settlement of your loans, should there be subsequent changes in your institution and/or course of study, tuition fee payable, your name, residential address, correspondence address, residential phone number or other contact phone number that will affect your loan applications/ disbursements/ repayments, you should **immediately** notify the SFO in writing. 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 your application or making payment to your institution or lead to additional loan being drawn down and extra interest accrued therefrom.
- 16.5 Once your loans have been drawn down, should there be any changes in your 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.), you should **immediately** notify the SFO by submitting the duly completed “Notification of Study Status” form [SFO297_E]. The form can be downloaded from the WFSFAA website at <https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsft/application/forms.htm>. Timely provision of updated information is important as it may affect the activation date of your loan repayment and interest to be incurred.
- 16.6 Any successful applicant who withdraws 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 to him/her for the said course together with the interest accrued thereon.
- 16.7 You are required to notify the SFO in writing immediately if a bankruptcy petition is filed by you or presented against you or a bankruptcy order is made against you or you have applied/are applying for an IVA or legal proceedings have been commenced (or are pending or being threatened) against you or any of your assets or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of your assets.
- 16.8 **If you and/or your indemnifier has/have any arrears of grant and/or loan and/or subsidy under any financial assistance/loan scheme administered by the SFO, or you and/or your indemnifier has/have previously failed to comply with the terms and conditions of any financial assistance/loan scheme administered by the SFO, the SFO reserves the right to withhold the processing of your application or disbursing of loan to you.**
- 16.9 The terms and conditions applicable to the NLSFT loan may be altered and supplemented at any time by the SFO 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 application. 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 your 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 You can obtain the information about the NLSFT or download the forms 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 of Submitting Online Application under NLSFT	https://ess.wfsfaa.gov.hk/demo/en/nlsft/registration_gd.html
(iv) Checklist of Supporting Documents, Application for Accepting the Remaining NLSFT 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, Notification of Change of Study Status (Only applicable to student loan borrower whose loan(s) has been paid), and Application for Use of the Life-time Loan Limit under the Extended Non-means-tested Loan Scheme	https://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsft/application/forms.htm
(v) TSFS/NLSFT Course Coding Sheet	https://www.wfsfaa.gov.hk/sfo/en/postsecondary/tsfs/general/coding.htm
(vi) Notice of Offer of Loan under the NLSFT for 2022/23, Undertaking for the NLSFT, Deed of Indemnity under the NLSFT, and Student, Indemnifier and Witness Details Input Form (Form A and Form B)	https://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/nlsloandocuments.pdf
(vii) Current NLSFT Interest Rate and NLSFT 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/postsecondary/nlsft/general/loan_limit.htm
(ix) NLSFT Repayment Calculator	https://e-link.wfsfaa.gov.hk

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