

# TERTIARY SCHOLARSHIP AND LOANS BOARD

## TERTIARY EDUCATION LOANS SCHEME [“TELS”] BOND

BY THIS BOND I \_\_\_\_\_

(Full Name of Obligor)

Date of Birth \_\_\_\_\_ Birth Registration Number \_\_\_\_\_ Tin Number \_\_\_\_\_

the Obligor of \_\_\_\_\_

(Full Residential Address)

Postal Address \_\_\_\_\_

Mobile/Phone No. \_\_\_\_\_ Voter Registration Number \_\_\_\_\_ acknowledge

myself bound to the **TERTIARY SCHOLARSHIP AND LOANS BOARD** (hereinafter referred to as the “**Board**”) for the sum(s) as stated in **Schedule I**, being the sum(s) advanced to me progressively by the Board on commencement of each academic term subject to compliance with the terms and conditions stipulated in the Conditions hereto to enable me to pursue the approved programme of \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_

(programme of study)

(Institution/Country)

to be paid at the rate of 20% of my gross annual income appreciating at \_\_\_\_\_% per annum following the completion of the approved programme of study.

**SIGNED, SEALED** and **DELIVERED** by

The said \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

} \_\_\_\_\_

[Obligor]

**WHEREAS** the Board has used its good offices to advance a loan and provide the means to enable me to study, I acknowledge myself bound thus

### CONDITIONS OF BOND

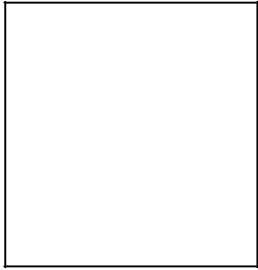
1. The Obligor upon successful completion of the said training must return to work for the Government of the Republic of Fiji (“the **Government**”) within \_\_\_\_\_ weeks/months thereof/immediately thereafter as a \_\_\_\_\_ or in such capacity as the Board, in consultation with Government, may direct until the loan is completely repaid, repayable at intervals equivalent to each pay period or as otherwise negotiated with the Board.

2. This Bond will be guaranteed by two Guarantors approved by the Board who will be liable for the full amount owed at the Settlement of this Bond as stated in Schedule I and inclusive of interest accrued thereto at the above-written rate.
3. In the event that the Government is unable to offer employment, at the Board's discretion and approval, alternative employment may be sought with a statutory body or public corporation, private company, or any other institution within Fiji and the conditions set out in paragraph 1 hereto shall apply *mutatis mutandis* to such employment. This paragraph does not apply to in-service training recipients who must immediately resume employment with the Government after completion of studies.
4. Upon employment pursuant to paragraph 1 or paragraph 3, the Obligor will not leave the country and the Board will notify the Director of Immigration of the activation of the TELS Bond, which will be an effective bar on travel outside the country. Should the Obligor need to travel abroad for any reason(s), during the bond period approval must be sought from the Board. The Board shall inform the Director of Immigration accordingly to allow travel for the period specified. For each trip outside of Fiji prior to the repayment of the full amount stated in Schedule I and any interest accrued thereto, the Board may require the Obligor to provide two Guarantors approved by the Board, who may be the same persons as the Guarantors to this Bond.
5. If the Obligor wishes to be released from the Bond Conditions set out hereto, he/she shall pay the balance owing to the Board according to Schedule I and any interest accrued thereto being such sum as the Board may determine.
6. The Obligor must not change the programme/institution/campus of study without the prior approval of the Board. If approval is granted, the Obligor is liable to pay the difference in fees.
7. The Obligor must pass all units in the programme of study, subject to paragraph 8.
8. In the event of unforeseen circumstances, the Obligor may apply to the Board, in the case of a failed unit, to pass the failed unit within 1 academic year or such other period as the Board may determine. The Board will not pay for any repeat units. The Board's discretion is unfettered and its decision shall be final.
9. In the event of serious illness of the Obligor, the Board may require the matter to be referred to a medical board of its choosing to ascertain the extent of the illness. In such cases, the Board shall determine the sum to be recovered depending on the circumstance of each case on its own merits.
10. If the Obligor's programme of study is not completed due to his or her own negligence and/or misconduct prior to completion of training, or for some other reason is unable to complete training, the Obligor is liable to reimburse the Board for the total sum as shall be determined by the Board, by reason of this Bond, as at the date of termination. In such cases, the Board shall determine the sum to be recovered depending on the circumstance of each case on its own merits.

But in the event of failure to fulfill the above-mentioned conditions where applicable, this Bond shall remain in full force and effect notwithstanding the absence of a demand made by or on behalf of the Board.

SIGNED, SEALED and DELIVERED by the  
said .....  
this ..... day of ..... 20.....

after the contents hereof were first explained to him/her  
in the English language and he/she appeared fully to  
understand the meaning and effect of the same.



.....  
[Obligor's Signature and Left Thumbprint]

Before me:

..... Date: .....  
(Signature of Chief Executive Officer/Designated Nominee\*)

..... Designation : .....  
Name of Designated Nominee

Address: ..... Phone No: .....  
.....  
.....

\*Designated Nominee approved by the Board

**GUARANTEE OF BOND**

We, (1) ..... of .....  
*(Name of Guarantor)* *(Full Residential Address)*

Phone/Mobile No. .... Phone No ..... (Work) T.I.N No. ....

FNPF No ..... Driving License No ..... Passport No ..... Passport Date of Issue...../...../..... Occupation ..... Employer .....

and (2) ..... of .....  
*(Name of Guarantor)* *(Full Residential Address)*

Phone/Mobile No. .... Phone No ..... (Work) T.I.N No. ....

FNPF No ..... Driving License No ..... Passport No ..... Passport Date of Issue...../...../..... Occupation ..... Employer .....

Hereby jointly and severally GUARANTEE the aforementioned Bond dated the ....day of..... 20 .... given by ..... to the Board to pay the balance  
*(Name of Obligor)*

of the sum stated in Schedule I and any interest accrued thereto at the time of Settlement of this Bond.

SIGNED, SEALED and DELIVERED

by the said (1).....

(1) .....



and (2) .....

[Signature and left thumbprint of Guarantor]\*

this .....day of.....20.....

after the contents hereof were first explained to them in the ..... language and they appeared fully to understand the same.

(2) .....

[Signature and left thumbprint of Guarantor]\*



Before me:

.....

.....

Full name of witness & **Stamp** \*\*

Signature of witness\*\*

Position/Occupation ..... Date:.....

Full Address: ..... Phone No. ....

.....  
.....  
.....

\* Spouses will not be accepted as guarantors

**A body corporate may also be a Guarantor, but must provide proof of registration in Fiji, provincial councils may also qualify.**

**Guarantors must be employed, with a salary of not less than \$10,000 per annum and also attach salary slip(s). Guarantors on retirement (over 55 years) will not be spared regarding assets**

**Deceased Guarantor will be confirmed through Death Certificate – Government will recover through deceased’s assets from Fiji Public Trustees or other Executor or Administrator**

\*\* One of the following should witness the Bond: MP, Justice of Peace, Public Officers of or above the level of Administrative Officer, Member of Town or Provincial Council, Magistrate, Barrister and Solicitor, Notary Public, Minister of Religion, Bank Officer, Medical or Dental Practitioner, Education Officer, Officer or Non- Commissioned Officer of the Fiji Military Forces, Officer not below the rank of Corporal in the Fiji Police Force.

**SCHEDULE 1.**

YEAR	ACADEMIC TERM (SEMESTER OR TRIMESTER OR OTHER)	COST	TOTAL	SIGNATURE OF APPLICANT	DATE AND CHEQUE NO.
20__	Opening Balance				

**GUARANTEE OF BOND (overseas travel)**

We, (1) ..... of .....  
*(Full Residential Address)*

Phone/Mobile No. .... **Phone** No.....(Work) T.I.N No. ....

FNPF No..... Driving License No..... Voter Registration No.....

Occupation ..... Employer .....

and (2) ..... of .....  
*(Full Residential Address)*

Phone/Mobile No. .... Phone No.....(Work) T.I.N No. ....

FNPF No..... Driving License No..... Voter Registration No.....

Occupation ..... Employer .....

Hereby jointly and severally GUARANTEE the aforementioned Bond dated the .....day of.....20 .....

given by ..... to the Board to pay the sum of  
*(Name of Obligor)*

..... Dollars (F\$.....);

Should the Obligor not return to Fiji before the ..... day of ..... 20 .....

SIGNED, SEALED and DELIVERED

by the said (1).....

and (2) .....

this .....day of.....20.....

(1) .....  
[Signature and left thumbprint of Guarantor]\*

after the contents hereof were first explained to them in the ..... language and they appeared fully to understand the same.

Before me:

(2) .....  
[Signature and left thumbprint of Guarantor]\*

.....  
Full name of witness & **Stamp**\*\*

Position/Occupation .....

Full Address: .....

.....  
Signature of witness\*\*

Date: .....

Phone No. ....

**\* Spouses will not be accepted as guarantors**

**A body corporate may also be a Guarantor, but must provide proof of registration in Fiji; provincial councils may also qualify**

**Guarantors must be employed, with a salary of not less than \$10,000 per annum and also attach salary slip(s).**

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**Fiji Public Trustees or other Executor or Administrator.**

\*\* One of the following should witness the Bond: MP, Justice of Peace, Public Officers of or above the level of Administrative Officer, Member of Town or Provincial Council, Magistrate, Barrister and Solicitor, Notary Public, Minister of Religion, Bank Officer, Medical or Dental Practitioner, Education Officer, Officer or Non- Commissioned Officer of the Fiji Military Forces, Officer not below the rank of Corporal in the Fiji Police Force.