



**FIJI REVENUE AND CUSTOMS SERVICE
TERTIARY EDUCATION LOANS SCHEME [“TELS”] BOND**

BY THIS BOND I..... the Obligor
of (full residential address)

Date of Birth.....Birth Registration Number

Tax Identification Number:

Postal Address.....

Email Address:

Mobile/Phone No.Voter Registration Number

ACKNOWLEDGE myself bound to the Fiji Revenue and Customs Service (“FRCS”) for the sum(s) as stated in **Schedule I or any variations hereafter in the amount reflecting the actual amount expended by the Fijian Government** being the sum(s) advanced to me progressively by the Tertiary Scholarship and Loans Board (“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.....

(programme of study)

at

(Institution/Country)

to be repaid at the rate of 20% of my gross annual income appreciating at% per annum upon employment.

SIGNED, SEALED and **DELIVERED** by

The said

.....

this day of 20.....



.....

(Obligor)

WHEREAS the Board has given its approval 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 ("**Fijian Government**") whichweeks/months thereof/immediately thereafter as a or in such capacity as the Fiji Revenue and Customs Service, in consultation with the Fiji Government, may direct until the loan is completely repaid, repayable at intervals equivalent to each pay period or as otherwise negotiated with the FRCS.
2. This Bond will be guaranteed by the obligor and the obligor 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 Fiji Government is unable to offer employment, 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 signing of the bond agreement, the Obligor will not leave the country without approval of FRCS. The FRCS 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 Fiji Revenue and Customs Service. The Fiji Revenue and Customs Service 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 Fiji Revenue and Customs Service will require the Obligor to provide two local guarantors approved by the Board to provide an undertaking that should the obligor fail to return to Fiji on the date stipulated in the Guarantee of Bond (Overseas Travel) Form as stated in Schedule 2, the guarantors will pay the full sum owed by the obligor together with any interest or penalty accrued.
5. If the Obligor wishes to be released from the Bond Conditions set out hereto, he/she shall pay in one single payment the balance owing to the Fiji Revenue and Customs Service according to Schedule I and any interest/penalty accrued thereto being such sum as the Board may determine. The Fiji Revenue and Customs Service at its own discretion may require the Obligor to enter into a separate repayment agreement.
6. The Obligor must not change the programme/institution/campus of study without the prior approval of the Board. If approval is granted, the Board will fund for any changes in the program/institution once only, provided the change(s) are made within the first academic year of the award. Any subsequent changes will not be funded by Board.
7. The Obligor must pass all units in the programme of study, subject to paragraph 8.

8. In case of failed units, the Board will fund for all repeat units once only. For any subsequent repeat of failed units, the cost has to be borne by the obligor. The Board will continue to pay for any new units the student is enrolled for during the duration of sponsorship.

9. In the event of serious illness of the Obligor, TSLB 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 Fiji Revenue and Customs Service 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 Fiji Revenue and Customs Service for the total sum as shall be determined, by reason of this Bond, as at the date of termination.

11. Any amendment to the Tertiary Scholarship and Loans Act 2014 or regulations, Tertiary Education Loans Scheme Policies, NTS Offer letter and any other policy guidelines developed by TSLB or Fiji Revenue and Customs Service from time to time forms part of this bond agreement.

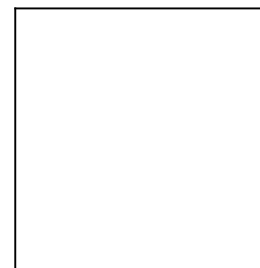
In the event of failure to fulfill the above-mentioned conditions where applicable, this Bond shall remain in full force and effect notwithstanding the absence of a demand made by or on behalf of the Fiji Revenue and Customs Service.

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:

.....
(Signature of Authorized Officer*)
For Chief Executive Officer

Date:

.....
Name of Authorized Officer

Designation:

Address:
.....
.....

Phone No:

*** Authorized Officer as per the Instrument of Delegation by the CEO FRCS**

SCHEDULE 1.

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

Schedule 2

GUARANTEE OF BOND (overseas travel)

We, (1) of
(Full Residential Address)

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

Date of Birth...../..... /..... Birth Registration Number.....

Occupation Employer

and (2) of
(Full Residential Address)

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

Date of Birth...../..... /..... Birth Registration Number.....

Occupation Employer

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

given by to the Fiji Revenue and Customs Service 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)

thisday 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****

.....
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 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.